



## **LOAN AGREEMENT**

### **RESTAURANT INFRASTRUCTURE IMPROVEMENT PROGRAM**

by and between the

The City of Yucaipa

and

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**LOAN AGREEMENT  
CITY OF YUCAIPA RESTAURANT INFRASTRUCTURE IMPROVEMENT  
PROGRAM**

This Loan Agreement (“Agreement”) is made and entered into as of this day of Month, Year, by and between the CITY OF YUCAIPA, a California municipal corporation (“City”), and NAME (“Borrower”).

**RECITALS**

A. City has established the Restaurant Infrastructure Improvement Program (“Program”) pursuant to which City may enter into a low-interest (2%) loan agreement which will include a lien instated against certain developed commercial properties located in City, with the consent of the owners of such properties (hereafter “Owner”), to finance the installation of restaurant improvements that are permanently fixed to improved real property (collectively known as “Restaurant Improvements”).

B. Borrower has submitted to City that certain Program Application dated Date, a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference (the “Application”). The Application describes, among other things, the Restaurant Improvements which are to be financed under the Program, and to be constructed or installed on the property of Borrower described in Exhibit “B” attached hereto and incorporated herein by this reference (the “Property”).

C. Borrower wishes to participate in the Program by executing this Agreement with City and using monies advanced by City hereunder to finance the acquisition, construction, or installation on the Property of Restaurant Improvements described in the Application . The Restaurant Improvements and their construction and/or installation are collectively referred to herein as the “Work.”

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

**Section 1.     Term.**

The term of this Agreement shall be until the financing described herein and all accrued interest thereon, have been paid in full pursuant to the terms of this Agreement, not to exceed four (4) years.

**Section 2.     Financing Amount.**

(a) Subject to the conditions set forth herein, City agrees to lend (“Loan”) Borrower up to 100 % of the actual and verified cost of the Work(the “Financing Amount”), provided the Financing Amount shall not exceed thirty thousand dollars (\$30,000.00) (the “Maximum Financing Amount”). The Program Administrator shall determine the Financing Amount based on the best available written evidence of the Work’s actual cost and in the exercise of the Program

Administrator's sole discretion. The Program Administrator shall disburse the Financing Amount to Borrower following the post-completion inspection of the Restaurant Improvements by Program Staff, as described in Section 4 below. In the event that the actual cost of the Work exceeds the Maximum Financing Amount, Borrower shall be solely responsible for the payments of all costs of the Work which exceed the Maximum Financing Amount, and Borrower agrees to complete the Work and to fund all costs associated with such completion which may exceed the Maximum Financing Amount.

(b) Upon execution of this Agreement, the Parties agree that the City will have a lien instated in the office of the County of San Bernardino Auditor-Controller/Recorder in the amount of the Financing Amount, which will be released upon final repayment of the Financing Amount. Borrower represents that the Owner of the Property has expressly consented to the lien instated on the Property, and Borrower shall provide written proof of such authorization upon request of the City.

(c) Interest shall accrue on the unpaid Financing Amount from the date City disburses the Financing Amount to Borrower at the simple interest rate of two percent (2%) per annum and shall be payable in installments as set forth in Exhibit "C" attached hereto and incorporated herein by this reference. Interest shall be computed on the basis of three hundred sixty (360) days a year.

(d) The execution of this Agreement by the parties constitutes the confirmation of the loan of the Financing Amount without any further action required by the parties.

(e) The lien of the Financing Amount shall be co-equal to and independent of the lien for general taxes, and, except as provided in Government Code section 53935.6, not subject to extinguishment by the sale of the Property on account of the nonpayment of any taxes, and is prior and superior to all liens, claims and encumbrances on or against the Property except (i) the lien for general taxes or ad valorem assessments in the nature of and collected as taxes levied by the State of California or any county, special district or other local agency, (ii) the lien of any special assessment or assessments the lien date of which is prior in time to the lien date of the Loan, (iii) easements constituting servitudes upon or burdens to the Property, (iv) water rights, the record title to which is held separately from the title to the Property, and (v) restrictions of record.

(f) Borrower acknowledges that as cumulative remedy, if any installment of the Loan, or any interest thereon are not paid when due, the City Council may order that the same be collected by an action brought in a court of competent jurisdiction to foreclose the lien of the Loan to the extent permitted, and in the manner provided by applicable law.

(g) Borrower may prepay the Loan, in whole or in part, at any time upon the payment of the outstanding Finance Amount. Borrower shall notify the Program Administrator in writing of Borrower's determination to prepay the Loan, in whole or in part, at least thirty (30) business days prior to the date Borrower intends to prepay the Loan.

(h) Borrower and Owner expressly acknowledge that the construction and/or installation of the Restaurant Improvements on the Property confer a special benefit to the Property in an amount at least equal to the Loan.

### **Section 3.     Use of Proceeds**

Borrower shall use the Financing Amount for the sole purpose of paying the reasonable costs and expenses of the Work on the Property, and in connection therewith Borrower shall comply with all requirements set forth in this Agreement.

### **Section 4.     Financing Disbursement Procedures**

(a)     Notwithstanding anything to the contrary contained herein, City shall have no obligation to disburse the Financing Amount hereunder unless and until each of the following conditions is satisfied, or any such condition is expressly waived by the Program Administrator:

        (i)     The receipt by the Program Administrator of a written certification from Borrower, and the contractor(s), if any, that has performed or will perform the Work, stating the actual or estimated cost of the Work. Such certification shall be in form and substance acceptable to the Program Administrator.

        (ii)    The receipt by the Program Administrator of such other documents and instruments as the Program Administrator may require, including but not limited to, if applicable, the sworn statements of contractor(s) and releases or waivers of lien, all in compliance with the requirements of applicable law.

        (iii)   Owner and Borrower have, as appropriate, executed and delivered to the Program Administrator any other such documents or instruments pertaining to the Financing Amount or the Work as the Program Administrator may require.

        (iv)    As of the date of disbursement of the Financing Amount, the Program Administrator shall have determined that the representations of the Borrower contained in the Agreement are true and correct, and no Default (as defined in Section 13 below) shall have occurred or be continuing.

        (v)     No stop payment or mechanic's lien notice pertaining to the Work has been served upon City and remains in effect as of the date of disbursement of the Financing Amount.

        (vi)    Owner and Borrower will, within fifteen (15) business days of presentation by the Program Administrator, execute any and all documents or instruments required by the Agreement in connection with the disbursement of the Financing Amount.

(b)     Upon satisfaction of waiver of the conditions described in paragraph (a) above, City will disburse the Financing Amount to Borrower, provided, City shall not be under any obligation to disburse the Financing Amount until the first day of the month immediately following the month in which all of the foregoing conditions were satisfied or waived.

## **Section 5.     Reports.**

Borrower agrees, upon request of the Program Administrator, to promptly deliver to the Program Administrator, or, if appropriate, cause its contractor(s) to promptly deliver to the Program Administrator, a written status report regarding the Work.

## **Section 6.     Representations and Warranties of Borrower.**

Borrower promises that each representation and warranty set forth below is true, accurate, and complete as of the date of this Agreement, and the date of the disbursement of the Financing Amount. The disbursement of the Financing Amount shall be deemed to be a reaffirmation by Borrower of each and every representation and warranty made by Borrower in this Agreement. If Borrower is comprised of the trustees of a trust, the following representations shall also pertain to the trustor(s) of the trust.

(a)     Formation; Authority. If Borrower is anything other than a natural person, it has complied with all laws and regulations concerning its organization, existence and the transaction of its business, and is in good standing in each state in which it conducts its business. Borrower is either i) the owner of the Property and is authorized to execute, deliver and perform its obligations under the Agreement, and all other documents and instruments delivered by Borrower to City in connection therewith, or ii) Borrower has Owner's express authorization to undertake the obligations under the Agreement and has submitted proof of such authorization to the City in the form of the notarized letter as required in the Application. This Agreement has been duly executed and delivered by Borrower and is valid and binding upon and enforceable against Borrower in accordance with their terms, and no consent or approval of any third party, which has not been previously obtained by Borrower, is required for Borrower's execution thereof or the performance of its obligations contained therein.

(b)     Compliance with Law. Neither Borrower nor the Property is in violation of, and the terms and provisions of this Agreement do not conflict with, any regulation or ordinance, any order of any court or governmental entity, or any building restrictions or governmental requirements affecting Borrower or the Property.

(c)     No Violation. The terms and provisions of this Agreement, the execution and delivery of this Agreement by Borrower, and the performance by Borrower of its obligations contained therein, will not and do not conflict with or result in a breach of or a default under any of the terms or provisions of any other agreement, contract, covenant, or security instrument by which Borrower or the Property is bound.

(d)     Other Information. All reports, documents, instruments, information and forms of evidence that have been delivered to City concerning the disbursement hereunder and the Financing Amount are accurate, correct, and sufficiently complete to give City true and accurate knowledge of their subject matter.

(e)     Lawsuits. There are no lawsuits, tax claims, actions, proceedings, investigations or other disputes pending or threatened against Borrower or the Property which may impair Borrower's

ability to perform its obligations hereunder, or which may impair City's ability to collect the Financing Amount including interest.

(f) No Event of Default. There is no event that is, or with notice or lapse of time or both would be, a Default under this Agreement.

(g) Accuracy of Declarations. The declarations of Borrower contained in the Application are accurate, complete, and true.

## **Section 7. Borrower's Covenants.**

Borrower promises to keep each of the following covenants:

(a) Completion of Work and Maintenance of Restaurant Improvements. Borrower shall, or shall cause its contractor(s) to, promptly commence construction of the Work, and diligently continue such Work to completion, in good and workmanlike manner and in accordance with sound construction and installation practices. Borrower shall maintain the Restaurant Improvements in good condition and repair.

(b) Compliance with Law and Contracts. In commencing and completing the Work, Borrower shall comply with all existing and future laws, regulations, orders, building restrictions and requirements of, and all contracts with and commitments to, all governmental, judicial and legal authorities having jurisdiction over the Property or the Work, and with all recorded instruments, contracts, covenants and restrictions affecting the Property.

(c) Permits, Licenses and Approvals. Borrower shall properly obtain, comply with and keep in effect all permits, licenses and approvals which are required to be obtained from any governmental authority in order to commence and complete the Work. Borrower, upon the request of the Program Administrator, shall promptly deliver copies of all such permits, licenses and approvals to the Program Administrator.

(d) Site Visits. Borrower grants City, its agents and representatives the right to enter and visit the Property at any reasonable time, after giving reasonable notice to Borrower, for the purposes of observing the Work. City will make reasonable efforts during any site visit to avoid interfering with Borrower's use of the Property. Borrower shall also allow City to examine and copy records and other documents of Borrower which relate to the Work. Any site visit, observation or examination by City shall be solely for the purposes of protecting City's rights under the Agreement.

(e) Protection Against Lien Claims. Borrower shall promptly pay or otherwise discharge any claims and liens for labor done and materials and services furnished to the Property in connection with the Work. Borrower shall have the right to contest in good faith any claim or lien, provided that it does so diligently and without delay in completing the Work.

(f) Insurance. Borrower shall provide, maintain and keep in force at all times until the Work is completed, builder's all risk property damage insurance on the Property, with a policy limit equal to the full replacement cost of the Work.

(g) Notices. Borrower shall promptly notify City in writing of any Default under this Agreement, or any event which, with notice or lapse of time or both, would constitute a Default hereunder.

#### **Section 8. Completion of the Work.**

(a) Consent and Authorization. This Agreement constitutes consent and authorization for Borrower to purchase directly the related equipment and materials for the Restaurant Improvements and to contract directly for the construction and/or installation of the Restaurant Improvements on the Property.

(b). The Borrower shall commence Work no later than \_\_\_\_\_ (hereinafter the "Commencement Date"), and shall complete the construction of the Work no later than \_\_\_\_\_ (hereinafter the "Completion Date")

#### **Section 9. Mechanic's Lien and Stop Notices.**

In the event of the filing of a stop notice or the recording of a mechanic's lien pursuant to applicable law of the State of California and relating to the Work, the Program Administrator may summarily refuse to disburse the Financing Amount, and in the event Borrower fails to furnish the Program Administrator a bond causing such notice or lien to be released within ten (10) days of notice from the Program Administrator to do so, such failure shall, at the option of the City, constitute a Default under the terms of this Agreement. Borrower shall promptly deliver to Program Administrator copies of all such notices or liens.

#### **Section 10. Indemnification.**

(a) Borrower shall indemnify, defend, protect and hold harmless City and all agents, employees, attorneys and representatives of City (collectively, the "City Parties"), from and against all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorneys' fees) and any demands of any nature whatsoever related directly or indirectly to, or arising out of or in connection with, (i) the Agreement, (ii) the disbursement of the Financing Amount, (iii) the Work, (iv) the Restaurant Improvements, (v) any breach or Default by Borrower under the Agreement, (vi) the collection of the Loan, (vii) the imposition of the lien of the Loan, and (viii) any other fact, circumstance or event related to City's extension and disbursement of the Financing Amount to Borrower or Borrower's performance of its obligations under the Agreement (collectively, the "Liabilities"), regardless of whether such Liabilities shall accrue or are discovered before or after the disbursement of the Financing Amount.

(b) The indemnity obligations described in this Section 10 shall survive the disbursement of the Financing Amount, the payment of the Loan in full, the transfer or sale of the Property by Borrower, and the termination of this Agreement.

**Section 11. Waiver of Claims.**

For and in consideration of City's execution and delivery of this Agreement, Borrower, for itself and for its successors-in-interest to the Property and for anyone claiming by, through, or under Borrower, hereby waives the right to recover from and fully and irrevocably releases the City Parties from any and all claims, obligations, liabilities, causes of action, or damages, including attorneys' fees and court costs, that Borrower may now have or hereafter acquire against any of the City Parties and accruing from or related to (i) the Agreement, (ii) the disbursement of the Financing Amount, (iii) the collection of the Loan, (iv) the imposition of the lien of the Loan, (v) the performance of the Work, (vi) the Restaurant Improvements, (vii) any damage to or diminution in value of the Property that may result from the Work, (viii) any personal injury or death that may result from the Work, (ix) the selection of manufacturer(s), dealer(s), supplier(s), contractors(s) and/or installer(s), and their action or inaction with respect to the Work, (x) the merchantability and fitness for any particular purpose, use or application of the improvements, (xi) the workmanship of any third parties, and (xii) any other matter with respect to the Program. This release includes claims, obligations, liabilities, causes of action, and damages of which Borrower is not presently aware or which Borrower does not suspect to exist which, if known by Borrower, would materially affect Borrower's release of the City Parties.

BORROWER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("SECTION 1542"), WHICH IS SET FORTH BELOW:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

BY INITIALING BELOW, BORROWER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES.

Borrower's or Borrower's Representative's Initials

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The waivers and releases by Borrower contained in this Section 11 shall survive the disbursement of the Financing Amount, the payment of the Loan in full, the transfer or sale of the Property by Borrower, and the termination of this Agreement.



## **Section 12. Further Assurances.**

Borrower shall execute any further documents or instruments consistent with the terms of this Agreement and shall provide any further documents or instruments as may be required from Owner, including documents and instruments in recordable form, as City shall from time to time find necessary or appropriate to effectuate its purposes in entering into this Agreement and disbursing the Financing Amount.

## **Section 13. Events of Default.**

(a) Subject to the further provisions of this Section 13, the failure of any representation or warranty of Borrower contained herein to be correct in all material respects, or the failure or delay by Borrower to perform any of its obligations under the terms or provisions of the Agreement, other than with respect to the payment of the Loan, shall constitute a non-monetary default hereunder ("Default"). Borrower must immediately commence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence, but in any event, within the time set forth in Section 13(b) below.

(b) If a Default occurs, prior to exercising any remedies under the Agreement, City shall give Borrower notice of such Default. If the Default is reasonably capable of being cured within thirty (30) days, Borrower shall have such period to effect a cure prior to the exercise of remedies by City under the Agreement. If the Default is such that it is reasonably capable of being cured, but not within such thirty (30) day period, and Borrower (i) initiates corrective action within such thirty (30) day period, and (ii) diligently, continually, and in good faith works to effect a cure as soon as possible, then Borrower shall have such additional time as is reasonably necessary to cure the Default prior to exercise of any remedies by City. However, in no event shall City be precluded from exercising its remedies if its security becomes or is about to become materially jeopardized by any failure to cure a Default, or if the Default is not cured within one hundred and twenty (120) days after the first notice of Default is given.

(c) Subject to the provisions of paragraph (b) above, if any Default occurs City may exercise any or all rights and remedies available to it under applicable law, at equity, or as otherwise provided herein. Upon the election of City, if there has been no disbursement of the Financing Amount, this Agreement shall terminate and, except as otherwise expressly provided herein, the parties have no further obligations or rights hereunder.

(d) Subject to the provisions of Section 17 hereof, any and all costs and expenses incurred by City in pursuing its remedies hereunder shall be additional indebtedness of Borrower to City hereunder.

(e) Except as otherwise expressly stated in this Agreement or as otherwise provided by applicable law, the rights and remedies shall not preclude exercise by City, at the same time or different times, of any other rights or remedies for the same Default or any other Default. No failure or delay by City in asserting any of its rights and remedies as to any Default shall operate as a waiver of any Default or of any such rights or remedies, or deprive City of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

(f) Performance of the covenants and conditions imposed upon Borrower hereunder with respect to the commencement and completion of the Work shall be excused while and to the extent that, Borrower is prevented from complying therewith by war, riots, strikes, lockouts, action of the elements, accidents, or acts of God beyond the reasonable control of Borrower; provided, however, that such event is not caused by the fault, negligence or misconduct of Borrower; and provided, further, as soon as the cause or event preventing compliance is removed or ceases to exist the obligations shall be restored to full force and effect and Borrower shall immediately resume compliance therewith and performance thereof.

(g) Remedies with respect to the nonpayment of the Loan or other amounts payable by Borrower hereunder are governed by the provisions of Section 2 hereof.

**Section 14. Compliance with Local, State and Federal Laws.**

Borrower shall perform the Work, or cause the Work to be performed, in conformity with all applicable laws, including all applicable federal, state and local occupation, safety and health laws, rules, regulations and standards. Borrower agrees to indemnify, defend and hold the City Parties harmless from and against any cost, expense, claim, charge or liability relating to or arising directly or indirectly from any breach or failure of Borrower or its contractor(s) or agents to comply with such laws, rules or regulations. The indemnification obligations described in this Section 14 shall survive the disbursement of the Financing Amount, the payment of the Loan in full, the discharge of the lien, and the termination of this Agreement.

**Section 15. Severability.**

Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

**Section 16. Notices.**

All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, or by personal delivery (by recognized courier service or otherwise). Notices shall be considered given upon the earlier of (a) personal delivery or (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested. Notices shall be addressed as provided below for the respective party, provided that if any party gives notice in writing of a change of name or address, notices to such party thereafter be given as demanded in that notice:

To City:           City of Yucaipa  
                      34272 Yucaipa Blvd.  
                      Yucaipa, CA 92399

Attention: Restaurant Improvement Program Administrator

To Borrower: Name  
Address

**Section 17. Attorney's Fees and Costs.**

In the event that any action is instituted to enforce payment or performance under this Agreement, the parties agree that the non-prevailing party shall be responsible for and shall pay all costs and all attorneys' fees incurred by the prevailing party in enforcing this Agreement.

**Section 18. No Waiver.**

No disbursement of the Financing Amount based upon inadequate or incorrect information shall constitute a waiver of the right of City to receive a refund thereof from Borrower.

**Section 19. Governing Law.**

This Agreement shall be governed by the laws of the State of California. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of San Bernardino, State of California, or in an appropriate municipal court in that County or in the United States District Court for the Central District of California.

**Section 20. Amendment of Agreement.**

No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by Borrower and City.

**Section 21. City May Assign; Role of City.**

City, at its option, may (i) assign any or all of its rights and obligations under this Agreement, and (ii) pledge and assign its right to receive the Loan , and any other payments due to City hereunder, without obtaining consent from Borrower.

**Section 22. Borrower Assignment Prohibited.**

In no event shall Borrower assign or transfer any portion of this Agreement or Borrower's rights or obligations under the Agreement without the prior express written consent of City, which consent may be granted or withheld in the sole and absolute discretion of the City.

**Section 23. Relationship of Borrower and City.**

The relationship of Borrower and City pursuant to this Agreement is that of debtor and creditor and shall not be or be construed to be a joint venture, equity venture, partnership, or other relationship.

**Section 24. General.**

Time is of the essence of this Agreement and of each and every provision hereof. This Agreement, constitutes the entire agreement between the parties hereto, and there shall be no other agreement regarding the subject matter thereof unless signed in writing by the part to be charged. If there is more than one "Borrower," the obligations hereunder of all Borrowers shall be joint and several.

**Section 25. Counterparts.**

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

**Section 26. Exhibits.**

he Exhibits referenced in this Agreement, including the Application, Property Description and Schedule Of Loan Installments And Interest Thereon are attached hereto and incorporated herein by this reference as though more fully set forth in full in the Agreement.

**Section 27. No Third Party Beneficiary Rights.**

This Agreement is entered into for the sole benefit of Borrower and City and, subject to the provisions of Sections 10, 11 and 21, no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

IN WITNESS WHEREOF, Borrower and City have entered into this Agreement as of the date and year first above written.

OWNER:

CITY:

CITY OF YUCAIPA, a California municipal corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Borrower Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution by Borrower:

ATTEST:

\_\_\_\_\_, 20

\_\_\_\_\_

**EXHIBIT “A”**

**[ATTACH COPY OF EXECUTED AND APPROVED APPLICATION]**

**EXHIBIT “B”**

**DESCRIPTION OF THE PROPERTY**

Legal Description:

REAL PROPERTY IN THE CITY OF YUCAIPA, COUNTY OF SAN BERNARDINO,  
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

TRACT LOT BOOK PAGE

Property Address:

Assessor Parcel Number:

**EXHIBIT “C”**

**SCHEDULE OF LOAN INSTALLMENTS AND INTEREST THEREON**

STATE OF CALIFORNIA } ss.

COUNTY OF \_\_\_\_\_ }

On \_\_\_\_\_, before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(This area for official notarial seal)

STATE OF CALIFORNIA } ss.

COUNTY OF \_\_\_\_\_ }

On \_\_\_\_\_, before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(This area for official notarial seal)