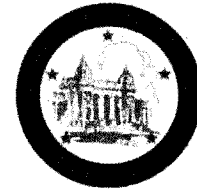


SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.12
(ID # 11068)

MEETING DATE:

Tuesday, December 10, 2019

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Subordination, Non-Disturbance and Attornment Agreement, Department of Public Social Services, 901 Ramsey Street, Banning, Gary L. Carlton and Wendy Carlton, Trustees of the Gary and Wendy Carlton Living Trust dated August 14, 2001, District 5, [\$0]

RECOMMENDED MOTION: That the Board of Supervisors approve the attached Subordination, Non-Disturbance, and Attornment Agreement and authorize the Chairman of the Board to execute the same on behalf of the County.

ACTION:Policy

Robert Field, Assistant County Executive Officer/ECD

11/24/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: December 10, 2019
xc: EDA

Kecia R. Harper
Clerk of the Board

By: 
Deputy

DEC 10 2019

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|----------------------------|-----------------------------|--------------------------|---------------------------------|---------------------|
| COST | \$0 | \$0 | \$0 | \$0 |
| NET COUNTY COST | \$0 | \$0 | \$0 | \$0 |
| SOURCE OF FUNDS N/A | | | Budget Adjustment: No | |
| | | | For Fiscal Year: 2019/20 | |

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:

Summary

The Gary and Wendy Carlton Trust dated August 14, 2001, and the County of Riverside (County) entered into a lease agreement July 17, 2007, for 38,286 square feet of office space located at 901 Ramsey Street, Banning, for use by the Department of Public Social Services. Lessor has requested a loan to be secured by a deed of trust and Lender has requested execution of the attached Subordination, Non-Disturbance and Attornment Agreement by the County.

By execution of these agreements, the County agrees to subordinate its leasehold estate to the liens in favor of the Lender which shall have no effect on prospective rights and obligations of the County or the Lender as set forth in the Lease. In addition, in the event the Lender or its successor becomes the lessor, the County will recognize (attorn) the Lender or its successor as Lessor and the County's rights and obligations shall remain the same (not disturbed) as set forth in the Lease for the remainder of the Lease term.

Impact on Residents and Businesses

This Subordination, Non-Disturbance and Attornment Agreement has no impact on citizens and businesses.

Contract History and Price Reasonableness

The Subordination, Non-Disturbance and Attornment Agreement supports the original lease and does not require modification of the financial terms of the contract.

Attachments:

- Subordination, Non-Disturbance and Attornment Agreement
- Aerial Image

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA


Alex Gann 12/3/2019


Gregory V. Priaplos, Director County Counsel 11/26/2019

**Recording Requested By,
and after recording,
Return To:**

**PACIFIC MERCANTILE BANK
949 South Coast Drive, Suite 285
Costa Mesa, CA 92626
Loan No. 40202944**

**SUBORDINATION, NON-DISTURBANCE,
ATTORNMEN AND ESTOPPEL AGREEMENT**

THIS AGREEMENT is entered into as of the date last signed, by and between **County of Riverside, a political subdivision of the State of California ("Lessee"), Gary L. Carlton and Wendy Carlton, Trustees of the Gary and Wendy Carlton Living Trust Dated August 14, 2001 ("Lessor") and Pacific Mercantile Bank ("Bank")**.

RECITALS

- A. Bank has extended credit or may hereafter extend credit to Gary L. Carlton and Wendy Carlton, Trustees of the Gary and Wendy Carlton Living Trust Dated August 14, 2001, as restated ("Borrower") secured, in whole or in part, by a deed of trust (the "Deed of Trust") covering that certain real property situated in Banning, California, and described as follows and incorporated herein by this reference (the "Property").

Legal Description is attached hereto and made a part hereof, referred to as Exhibit "A".

Assessor's Parcel Nos: 541-161-035; 541-161-036; and 541-161-043 commonly known as: 901 and 933 East Ramsey Street, Banning, CA 92220; and 940 East Williams Street, Banning, CA 92220

- B. Lessee, leases all or a portion of the Property pursuant to that certain lease agreement entered July 17, 2007, by and between Gary L. Carlton and Wendy Carlton, Trustees of the Gary and Wendy Carlton Living Trust Dated August 14, 2001 ("Lessor") and Lessee (the "Lease"), that certain First Amendment to Lease dated July 1, 2008, that certain Second Amendment to Lease dated February 5, 2013, that certain Third Amendment to Lease dated August 27, 2019, and that certain Subordination, Non-Disturbance, and Attornment Agreement entered into which Lease has not been recorded. It is a condition of Bank's agreement to extend or continue credit to Borrower secured by the Property that the security of the Deed of Trust be and at all times remain a lien or charge on the Property prior and superior to the rights of Lessee under the Lease.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. SUBORDINATION.

(a) Subordination of Lease. The Deed of Trust and any and all extensions, renewals, modifications or replacements thereof shall be and at all times remain a lien or charge on the Property prior and superior to the Lease. Lessee intentionally and unconditionally waives, relinquishes and

DEC 10 2019
3:12

subordinates the priority and superiority of the Lease and Lessee's right and interest to the Property thereunder to the lien or charge of the Deed of Trust, and any and all extensions, renewals, modifications or replacements thereof.

(b) Reliance. Lessee acknowledges that Bank, in extending or continuing to extend credit to Borrower secured by the Property is doing so in material reliance on this Agreement.

(c) Acknowledgments of Lessee. Lessee acknowledges that it has such information with respect to any credit extended by Bank to Borrower, and all loan documents executed in connection therewith, as Lessee deems necessary in order to grant this subordination. Lessee further agrees that Bank is under no obligation or duty to, nor has Bank represented that it has or will, see to the application of the proceeds of any such credit by any person or entity, and any application or use of any such proceeds for purposes other than those for which they were intended shall not defeat this subordination.

(d) Entire Subordination Agreement. This Agreement constitutes the whole and only agreement between the parties hereto with regard to the subordination of the Lease to the lien or charge of the Deed of Trust; there are no agreements (written or oral) outside or separate from this Agreement with respect to the subject matter hereof; and all prior negotiations with respect thereto, if any, are merged into this Agreement. This Agreement shall supersede and cancel, but only insofar as would affect the priority between the Deed of Trust and the Lease, any prior agreements as to such subordination, including without limitation those provisions, if any, contained in the Lease which provide for the subordination thereof to the lien of a deed of trust or mortgage affecting all or any portion of the Property.

2. LEASE. Lessee hereby covenants and agrees that, so long as the Deed of Trust remains in force and effect:

(a) No Modification, Termination or Cancellation. Lessee shall not consent to any modification, termination or cancellation of the Lease without Bank's prior written consent.

(b) Notice of Default. Lessee shall notify Bank in writing concurrently with any notice given to Lessor of any breach of or default by Lessor under the Lease. Lessee agrees that Bank shall have the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth below, and Lessee shall not declare a default of the Lease, as to Bank, if Bank cures such breach or default within thirty (30) days after the expiration of the time period provided in the Lease for the cure thereof by Lessor; provided however, that if such breach or default cannot with diligence be cured by Bank within such thirty (30) day period, the commencement of action by Bank within such thirty (30) day period to remedy the same shall be deemed sufficient so long as Bank pursues such cure with diligence.

(c) No Advance Rents. Lessee shall not make any payments or prepayments of rent more than one (1) month in advance of the time when the same become due under the Lease.

(d) Assignment of Rents. Upon receipt by Lessee of written notice from Bank that Bank has elected to terminate the license granted to Lessor to collect rents, as provided in the Deed of Trust, and directing Lessee to make payment thereof to Bank, Lessee shall comply with such direction to pay and shall not be required to determine whether Lessor or Borrower is in default under any obligations to Bank.

3. ATTORNMEN. If Bank or any other transferee acquires Lessor's right, title and interest in and to the Property pursuant to a judicial or non-judicial foreclosure of the Deed of Trust or a deed in lieu thereof or in any other manner whereby Bank or such transferee succeeds to the interest of Lessor under the Lease, Lessee agrees as follows for the benefit of Bank or such transferee:

(a) Payment of Rent. Lessee shall pay to Bank or such transferee all rental payments required to be made by Lessee pursuant to the terms of the Lease for the remaining term thereof.

(b) Continuation of Performance. Lessee shall be bound to Bank or such transferee in accordance with all of the terms of the Lease for the balance of the term thereof, and Lessee hereby attorns to Bank or such transferee as its landlord, such attornment to be effective and self-operative without the execution of any further instrument immediately upon Bank or such transferee succeeding to Lessor's interest in the Lease and giving written notice thereof to Lessee.

(c) Offsets. Bank or such transferee shall be liable for, or subject to, any offsets or defenses which Lessee may have by reason of any act or omission of Lessor as the prior lessor under the Lease, or for the return of any sums which Lessee may have paid to Lessor as the prior lessor under the Lease as security deposits, advance rentals or otherwise.

(d) Subsequent Transfer. If Bank or such transferee, by succeeding to Lessor's interest under the Lease, becomes obligated to perform the covenants of a lessor thereunder, then, upon any further transfer by Bank or such transferee of its interest as a lessor under the Lease, all of such obligations shall terminate as to Bank or such transferee provided, however, that any subsequent transferee assumes all of Bank's or such transferee's obligations under the Lease.

4. NON-DISTURBANCE. In the event of a foreclosure of the Deed of Trust, so long as there shall then exist no material breach, default or event of default by Lessee under the Lease, (a) the leasehold interest of Lessee shall not be extinguished or terminated by reason of such foreclosure, (b) the Lease shall continue in full force and effect, and (c) Bank and its successors-in-interest shall recognize and accept Lessee as the tenant under the Lease, subject to the terms and conditions of the Lease as modified by this Agreement.

5. ESTOPPEL. Lessee acknowledges and represents that:

(a) Lease Effective. The Lease has been duly executed and delivered by Lessee and, subject to the terms and conditions thereof, the Lease is in full force and effect, the obligations of Lessee thereunder are valid and binding, and there have been no amendments, modifications or additions to the Lease (written or oral), other than those included in the Lease definition set forth above. The Lease constitutes the entire agreement between Lessor and Lessee with respect to the Property, and Lessee claims no rights to the Property other than as set forth in the Lease.

(b) No Default. As of the date hereof and to the best of Lessee's knowledge, (i) there exists no breach of or default under the Lease, nor any condition, act or event which with the giving of notice or the passage of time, or both, would constitute such a breach or default, and (ii) there are no existing claims, defenses or offsets against rental due or to become due under the terms of the Lease.

(c) No Prepaid Rent. No deposits or prepayments of rent have been made in connection with the Lease, except as follows: **None** (Initials RS ABW).

6. MISCELLANEOUS.

(a) Remedies Cumulative. All remedies provided herein are cumulative, not exclusive, and shall be in addition to any and all other rights and remedies provided by law and by other agreements between Bank and Borrower, Lessor or any other person or entity.

(b) Notices. All notices, requests and demands which any party is required or may desire to give to any other party under any provision of this Agreement must be in writing delivered to each party at the address set forth below, or to such other address as any party may designate by written notice to all other parties. Each such notice, request and demand shall be deemed given or made as follows: (i) if sent by hand delivery, upon delivery; (ii) if sent by mail, upon the earlier of the date of receipt or three (3) days after deposit in the U.S. mail, first class and postage prepaid; and (iii) if sent by telecopy, upon receipt.

Lessor:

The Gary and Wendy Carlton Living Trust
c/o Carlton Properties
4113 Calle Juno
San Clemente, CA 92673

County:

County of Riverside
Economic Development Agency
3403 Tenth Street, Suite 400
Riverside, CA 92501
ATTN: Deputy Director of Riverside

Lender:

Pacific Mercantile Bank
949 South Coast Drive, Suite 285
Costa Mesa, CA 92626

(c) Further Assurances. At the request of any party hereto, each other party shall execute, acknowledge and deliver such other documents and/or instruments as may be reasonably required by the requesting party in order to carry out the purpose of this Agreement, provided that no such document or instrument shall modify the rights and obligations of the parties set forth herein.

(d) Borrower; Lessor. If Borrower and Lessor are the same, each reference in this Agreement to Borrower or Lessor shall be deemed a reference to said person or entity in its respective capacity.

(e) Successors, Assigns; Governing Law. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, legal representatives, successors, assigns and other transferees of the parties hereto, and shall be governed by and construed in accordance with the laws of the State of California.

(f) Conflicts. In the event of any inconsistency between the terms of this Agreement and the Lease, the terms of this Agreement shall control.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute and be construed as one and the same instrument.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

LESSEE:

County of Riverside, a political subdivision of the State of California

By: 
Kevin Jeffries, Chairman
Board of Supervisors

Attest:

Kecia Harper
Clerk of the Board

By: 
Deputy

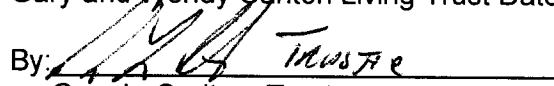
Approved As To Form:

Gregory P. Priamos
County Counsel

By: 
Wesley W. Stanfield
Deputy County Counsel

LESSOR:

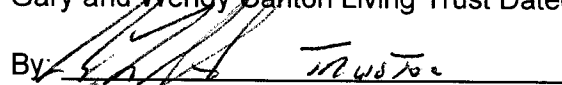
Gary and Wendy Carlton Living Trust Dated August 14, 2001

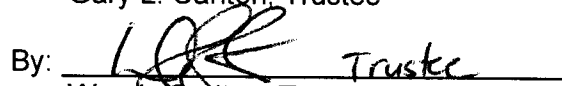
By:  Trustee
Gary L. Carlton, Trustee

By:  Trustee
Wendy Carlton, Trustee

BORROWER:

Gary and Wendy Carlton Living Trust Dated August 14, 2001, as restated

By:  Trustee
Gary L. Carlton, Trustee

By:  Trustee
Wendy Carlton, Trustee

LENDER:

Pacific Mercantile Bank

By: 
Robert Selway, Vice President

HR:ar/110719/BA030/20.852

ALL SIGNATURES MUST BE NOTARIZED

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF BLOCK 169 OF BANNING COLONY LANDS, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 3, PAGE 149 OF MAPS, RECORDS OF SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID BLOCK, 516.30 FEET EAST OF THE SOUTHWEST CORNER OF SAID BLOCK;
THENCE NORTH 00° 41' 44" WEST, A DISTANCE OF 30 FEET TO THE NORTHERLY RIGHT OF WAY OF RAMSEY STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING;
THENCE NORTH 00° 41' 44" WEST, A DISTANCE OF 300.00 FEET;
THENCE NORTH 89° 46' 05" WEST, A DISTANCE OF 196.30 FEET;
THENCE SOUTH 00° 41' 44" EAST, A DISTANCE OF 77.74 FEET;
THENCE NORTH 89° 19' 51" A DISTANCE OF 15.36 FEET;
THENCE SOUTH 00° 39' 36" EAST, A DISTANCE OF 223.35 FEET;
THENCE SOUTH 89° 46' 05" EAST; A DISTANCE OF 181.08 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION IS PURSUANT TO AND SHOWN AS PARCEL B ON THE LOT LINE ADJUSTMENT RECORDED NOVEMBER 23, 2005 AS INSTRUMENT NO. 0975554 OFFICIAL RECORDS.

APN: 541-161-35

PARCEL 2:

THAT PORTION OF BLOCK 169 OF BANNING COLONY LANDS, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 3, PAGE 149 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF HARGRAVE STREET AND THE SOUTHERLY LINE OF WILLIAMS STREET;
THENCE SOUTHERLY ALONG THE EASTERLY LINE OF HARGRAVE STREET A DISTANCE OF 334 FEET TO A POINT BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO CLARENCE F. SANDERS, ET AL. BY DEED RECORDED FEBRUARY 23, 1960 AS INSTRUMENT NO. 15909 OFFICIAL RECORDS;
THENCE NORTH 90° 00' 00" EAST A DISTANCE OF 10.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 90° 00' 00" EAST A DISTANCE OF 279.98 FEET;
THENCE SOUTH 00° 41' 44" EAST A DISTANCE OF 31.45 FEET;
THENCE NORTH 89° 19' 51" EAST A DISTANCE OF 15.36 FEET;
THENCE SOUTH 00° 39' 36" EAST A DISTANCE OF 223.35 FEET;
THENCE NORTH 89° 46' 05" WEST A DISTANCE OF 154.53 FEET;
THENCE NORTH 00° 41' 44" WEST A DISTANCE OF 170.02 FEET;
THENCE NORTH 89° 46' 05" WEST A DISTANCE OF 140.02 FEET;
THENCE NORTH 00° 41' 44" WEST A DISTANCE OF 83.43 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ANY PORTION OF SAID LAND LYING WITHIN PARCEL "B" AS DESCRIBED IN "EXHIBIT "B" LEGAL DESCRIPTION OF ADJUSTED PARCELS" OF THAT CERTAIN LOT LINE ADJUSTMENT RECORDED NOVEMBER 23, 2005 AS INSTRUMENT NO. 975554 OFFICIAL RECORDS.

EXHIBIT A
(Continued)

SAID DESCRIPTION IS BASED UPON THAT CERTAIN LOT LINE ADJUSTMENT RECORDED NOVEMBER 23, 2005 AS INSTRUMENT NO. 975554 OFFICIAL RECORDS, AND SHOWN AS PARCEL A.

APN: 541-161-36

PARCEL 3:

THAT PORTION OF BLOCK 169 OF BANNING COLONY LANDS, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 3, PAGE 149 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, AND A COPY THEREOF ON FILE IN BOOK 5, PAGE 186 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 169, SAID NORTHEAST CORNER BEING IN THE CENTERLINE OF WILLIAMS STREET, AS SHOWN ON SAID MAP; THENCE NORTH 89° 15' 26" WEST ON THE CENTERLINE OF SAID WILLIAMS STREET, 15.00 FEET; THENCE SOUTH 00° 06' 50" WEST, PARALLEL WITH THE EASTERLY LINE OF SAID BLOCK 169, 319.40 FEET TO A POINT 330.00 FEET NORTHERLY FROM THE SOUTHERLY LINE OF SAID BLOCK 169; THENCE NORTH 89° 05' 17" WEST, PARALLEL WITH THE SOUTHERLY LINE OF SAID BLOCK 169, 326.29 FEET TO THE EASTERLY LINE OF THE WESTERLY 320.00 FEET OF SAID BLOCK, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 00° 02' 56" WEST, PARALLEL TO THE WESTERLY LINE OF SAID BLOCK 169, 45.56 FEET TO A POINT ON A LINE SOUTHERLY 344 FEET FROM THE FORMER SOUTHERLY 30 FOOT RIGHT OF WAY LINE OF WILLIAMS STREET; THENCE NORTH 89° 15' 26" WEST, PARALLEL TO THE NORTHERLY LINE OF SAID BLOCK 169, 276.02 FEET TO A POINT ON THE EASTERLY 44 FOOT RIGHT OF WAY LINE OF HARGRAVE STREET AS SHOWN ON OFFER OF DEDICATION RECORDED MARCH 7, 2012 AS INSTRUMENT NO. 2012-0104286 OFFICIAL RECORDS; THENCE NORTH 00° 02' 56" EAST ALONG SAID EASTERLY LINE OF HARGRAVE STREET 164.00 FEET TO A POINT BEING ON THE SOUTH LINE OF THAT PARCEL OF LAND CONVEYED TO CLARENCE F. SANDERS AND WIFE AND PAUL KNOELER AND WIFE BY DEED FILED FOR RECORD MAY 12, 1959 AS INSTRUMENT NO. 40725 IN BOOK 2470, PAGE 79 OFFICIAL RECORDS; THENCE SOUTH 89° 15' 26" EAST, PARALLEL TO THE NORTHERLY LINE OF BLOCK 169, 276.02 FEET TO A POINT ON THE EASTERLY LINE OF THE WESTERLY 320.00 FEET OF SAID BLOCK 169; THENCE SOUTH 00° 02' 56" WEST ALONG THE EASTERLY LINE OF SAID WESTERLY 320 FEET 118.44 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIPTION IS SHOWN AS PARCEL "A" PURSUANT TO LOT LINE ADJUSTMENT RECORDED APRIL 22, 2016 AS INSTRUMENT NO. 2016-0160118 OFFICIAL RECORDS.

APN: 541-161-043

ALL APNS: **541-161-035-4, 541-161-036-5, 541-161-043-1**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

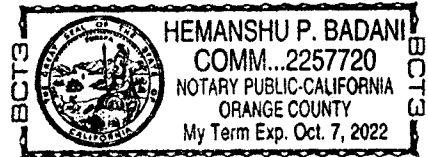
On 11/12/2019 before me, Hemanshu P. Badani, Notary Public,
(insert name and title of the officer)

personally appeared GARY L. CARLTON & WENDY CARLTON,
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  (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

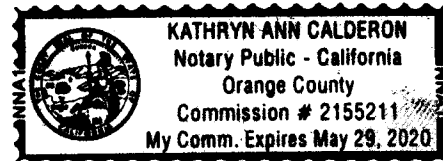
On November 8, 2019 before me, Kathryn Ann Calderon, notary public
(insert name and title of the officer)

personally appeared Robert Roy IV Selway,
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 Kathryn Ann Calderon (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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 _____ (Seal)