

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
CITY OF NOVATO, CALIFORNIA
900 SHERMAN AVENUE
NOVATO, CA 91945
ATTENTION: RICHARD HILL

IN-LIEU-OF-TAX AGREEMENT

Dated as of March 1, 1997

by and among the

THE CITY OF NOVATO

**PARK ACQUISITION CORPORATION OF
MARIN VALLEY MOBILE COUNTRY CLUB**

and the

NOVATO FINANCING AUTHORITY

IN-LIEU-OF-TAX AGREEMENT

THIS IN-LIEU-OF-TAX AGREEMENT, dated as of March 1, 1997, by and among the City of Novato, California (the "City"), the Park Acquisition Corporation of Marin Valley Mobile Country Club (the "PAC") and the Novato Financing Authority (the "Owner");

W I T N E S S E T H:

WHEREAS, the Owner desires to acquire the real and personal property (other than the mobile homes and other personal property located thereon owned by private parties) known as the Marin Valley Mobile Country Club Park (the "Project") in the City located on the site set forth in Exhibit A hereto, with the proceeds of the \$15,485,000 Senior Revenue Bonds, Series 1997A (Marin Valley Mobile Country Club Park Acquisition Project), Issued for the Benefit of the Novato Financing Authority (California), Facilitated by the California

Local Government Finance Authority (the "Senior Bonds"), and \$1,585,000 Subordinate Revenue Bonds, Series 1997B (Marin Valley Mobile Country Club Park Acquisition Project), Issued for the Benefit of the Novato Financing Authority (California), Facilitated by the California Local Government Finance Authority (the "Subordinate Bonds"); and

WHEREAS, the Owner is a joint powers authority created by the City and the Redevelopment Agency of the City of Novato; and

WHEREAS, the PAC and the Owner have entered into the Marin Valley Mobile Country Club Park Delegation Agreement dated as of March 1, 1997 (the "Delegation Agreement") pursuant to which the PAC will undertake certain obligations and duties with respect to the Project; and

WHEREAS, in consideration for the Owner's purchase of the Project with a portion of the proceeds of the Bonds, the PAC will, subject to the terms and conditions of the Mortgage Loan Documents, make or cause to be made in-lieu-of-tax payments to the City from Revenues of the Project; and

WHEREAS, the Owner and the PAC expect to transfer and assign all of their respective rights, interests and obligations in the Project and the various agreements entered into by the Owner and the PAC with respect to the Project to a nonprofit 501(c)(3) corporation upon the terms and conditions set forth in the Loan Agreement and the Insurance Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained it is agreed by and between the parties hereto as follows:

ARTICLE I

DEFINITIONS; GENERAL PROVISIONS

Section 1.01. *Definitions.* Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement, have the meanings herein specified. Terms used herein but not defined herein have the meanings given to such terms in the Indenture.

"Agency" means the Redevelopment Agency of the City of Novato, its successors and permitted assigns.

"Aggregate Annual Payment" means (a) \$62,500 with respect to the amount due and owing from the date of acquisition of the Project by the Owner through June 30, 1998, and (b) thereafter with respect to each subsequent Fiscal Year, beginning with the Fiscal Year commencing July 1, 1998, as certified by the Owner to the Trustee and Financial Security by March 31 of each Calendar Year, an aggregate per annum amount to be paid in-lieu-of-ad valorem-taxes equal to (i) \$50,000 times (ii) 75% of the percentage change of CPI (upward or downward) for the previous Calendar Year, less (iii) one-third (1/3) of the amount of any ad valorem taxes levied on the Project and possessory interest taxes levied upon the Project's residents and due and owing in the Fiscal Year for which the calculation is made.

"Agreement" means this In-Lieu-Of-Tax Agreement, together with any duly authorized and executed amendments hereto.

"Allocation Date" means the twelfth day of each month, commencing April 12, 1997, or, if such day is not a Business Day, the first Business Day thereafter.

"Bonds" means any of the Senior Bonds and the Subordinate Bonds.

"*Business Day*" means any day other than (a) a Saturday or Sunday, (b) a day on which (i) banking institutions in New York City or San Francisco are closed, or (ii) the New York Stock Exchange is authorized or obligated by law or executive order to be closed, or (c) a day on which the offices of the City are closed to the public.

"*Calendar Year*" means the twelve-month period extending from January 1 in one calendar year to December 31 of the same calendar year, both inclusive.

"*City*" means the City of Novato, California.

"*CLGFA*" means the California Local Government Finance Authority, its successors and permitted assigns.

"*Closing Date*" means March 13, 1997.

"*Consumer Price Index*" or "*CPI*" means the Consumer Price Index for all urban consumers in the San Francisco/Oakland area published by the Bureau of Labor Statistics.

"*Delegation Agreement*" means the Delegation Agreement dated as of March 1, 1997, by and between the Owner and the PAC.

"*Fiscal Year*" means the twelve-month period extending from July 1 in one calendar year to June 30 of the next calendar year, both inclusive.

"*Indenture*" means the Trust Indenture dated as of March 1, 1997, by and between CLGFA and the Trustee and relating to the Bonds, together with any amendments or supplements thereto.

"*Monthly Payment*" means, (a) for each Allocation Date prior to June 30, 1998, \$4,166.67, and (b) with respect to each Allocation Date in subsequent Fiscal Years, one-twelfth of the Aggregate Annual Payment owed for such Fiscal Year.

"*Mortgage Loan Documents*" shall have the meaning ascribed to it under the Indenture.

"*Owner*" means the Novato Financing Authority, a joint powers authority and nonprofit public benefit corporation duly organized and existing under that certain Joint Exercise of Powers Agreement, dated October 15, 1996, as amended on November 4, 1996, by and between the City and the Redevelopment Agency of the City of Novato, together with any amendments thereof and supplements thereto, and its successors and assigns.

"*PAC*" means the Park Acquisition Corporation of Marin Valley Mobile Country Club, and its permitted successors and assigns.

"*Person*" or "*persons*" means one or more, as applicable, natural persons, partnerships, trusts, corporations or other legally constituted entities.

"*Pledge Agreement*" means the Housing Assistance Pledge Agreement and Declaration of Restrictive Covenants, dated as of March 1, 1997, among the Owner, the PAC and the Agency.

"*Project*" means the mobile home park located on the land described more particularly in Exhibit A attached hereto, including the real property, the improvements thereon, and any property acquired in substitution

for, as a renewal or replacement of, or as a modification or improvement to all or any part of such real property or improvements.

"*Revenues*" means all amounts received by or on behalf of the Owner with respect to rents of the Project, operating and nonoperating revenues derived from the Project, Insurance Proceeds, condemnation proceeds relating to the Project, payments by the Agency under the Pledge Agreement, and liquidation proceeds under the Mortgage.

"*Senior Bonds*" means any one or all of the \$15,485,000 aggregate principal amount of Senior Revenue Bonds, Series 1997A (Marin Valley Mobile Country Club Park Acquisition Project), Issued for the Benefit of the Novato Financing Authority (California), Facilitated by the California Local Government Finance Authority, authorized, authenticated and delivered and any time Outstanding under the Indenture.

"*Subordinate Bonds*" means any one or all of the \$1,585,000 aggregate principal amount of Subordinate Revenue Bonds, Series 1997B (Marin Valley Mobile Country Club Park Acquisition Project), Issued for the Benefit of the Novato Financing Authority (California), Facilitated by the California Local Government Finance Authority, authorized, authenticated and delivered and at any time Outstanding under the Indenture.

"*Trustee*" means First Trust of California, National Association, as trustee, including its successors and assigns, acting as such under the Indenture, or any other entity then performing the function of trustee under the Indenture.

Section 1.02. ***Authorization; Recitals True.*** Each of the parties hereby represents and warrants that the recitals in the forepart of this Agreement are true and correct and that it has full legal authority and is duly empowered to enter into this Agreement and perform its obligations hereunder, and has taken all actions necessary to authorize the execution and delivery of this Agreement by the officers and persons signing it.

Section 1.03. ***Term of Agreement.*** Notwithstanding anything contained herein to the contrary, this Agreement shall take effect upon the Closing Date and shall terminate upon the transfer of the Project to a Person which results in the entire Project becoming subject to full ad valorem taxation by the County of Marin at which time the obligations of the Owner and the PAC under this Agreement shall terminate and no longer be in force and effect.

Section 1.04. ***Rules of Interpretation.*** Words of any gender shall be deemed and construed to include correlative words of all genders. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations, partnerships, joint ventures and associations, including public bodies, as well as natural persons. The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement. Unless the context otherwise indicates, references in this Agreement to articles, sections and paragraphs are to articles, sections and paragraphs of this Agreement.

ARTICLE II

AGGREGATE PAYMENT OBLIGATION

Subject to Article III herein and the terms, provisions and priorities set forth in the Indenture, the Loan Agreement and the Mortgage, the Owner hereby unconditionally and irrevocably agrees to pay or cause to be paid to the City the Aggregate Annual Payment due for each Fiscal Year.

ARTICLE III

PAYMENT OF MONTHLY PAYMENTS

Section 3.01. *Payment of Monthly Payments.* (a) Subject to Section 3.01(b) hereof, while any Bonds are Outstanding under the Indenture, on each Allocation Date the Owner shall pay or cause to be paid to the City in immediately available funds the Monthly Payment due for the calendar month in which the Allocation Date occurs. Payments of Monthly Payments shall be made solely from Revenues rightfully allocated for such purpose by the Trustee pursuant to Section 5.03(b) of the Indenture. When no Bonds remain Outstanding and no amounts are due and payable to Financial Security under the Indenture or the Insurance Agreement, the Owner shall pay or cause to be paid the Monthly Payment from any legally available funds of the Owner related to the Project.

(b) Each of the City, the PAC and the Owner hereby expressly acknowledge and agree that, notwithstanding any other provision of this Agreement, as long as any Bonds remain Outstanding or any amounts are due to Financial Security under the Indenture or the Insurance Agreement,

(i) if a Trigger Event or an Event of Default exists, no Monthly Payment shall be due and payable until the first Allocation Date occurring after the receipt by the Trustee of a Cure Notice;

(ii) only funds rightfully allocated by the Trustee for such purpose pursuant to Section 5.03(b) of the Indenture will be available to make any Monthly Payment and the City will have no right to demand payment from any other source;

(iii) a failure to make any Monthly Payment will not constitute a breach of or an event of default hereunder or under the Indenture or a Trigger Event;

(iv) all obligations of the Owner to make payments to the City under this Agreement are subordinate in priority and in right, time and interest to all amounts due and payable with respect to the Bonds or to Financial Security under the Indenture and the Insurance Agreement and to the funding of the Senior Cashtrap Account after the occurrence of a Trigger Event or an Event of Default;

(v) whether or not the Owner, the PAC or CLGFA is insolvent, no payments will be due and payable hereunder if the Trustee has not rightfully allocated sufficient funds pursuant to Section 5.03(b) of the Indenture to make such payment;

(vi) the City will not institute against, or join any other person in instituting against, the Owner, CLGFA or the PAC any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding, or other proceeding under any bankruptcy or similar law, until the later of: (x) the date on which no Senior Bonds remain Outstanding under the Indenture and no amounts are due and payable to Financial Security under the Indenture or the Insurance Agreement or (y) the day which is the 123rd day after the expiration of the Insurance Agreement;

(vii) no default or event of default shall exist or may be declared with respect to any obligations owed to the City hereunder; and

(viii) if a Monthly Payment is not made hereunder, for any reason, such Monthly Payment shall continue to be an obligation owed to the City hereunder and shall be paid from Revenues to the extent funds are later rightfully allocated by the Trustee for such purpose pursuant to Section 5.03(b) of the Indenture.

ARTICLE IV

COVENANTS

Section 4.01. ***Further Assurances and Corrective Instruments.*** The City, the Owner and the PAC agree that they shall, with the prior written consent of Financial Security, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or otherwise for carrying out the purposes and intent of this Agreement.

Section 4.02. ***Obligation Absolute.*** Subject to Article III hereof and the terms, provisions and priorities set forth in the Indenture, the Loan Agreement and the Mortgage, the obligations of the PAC and the Owner hereunder shall be absolute, and shall be paid or performed strictly in accordance with this Agreement, but subject and subordinate in all respects to the terms, provisions and priorities, and the obligations of the Owner and the PAC to the Holders of the Senior Bonds and to Financial Security as set forth herein and in the Indenture, the Loan Agreement, the Mortgage and the Insurance Agreement, under all circumstances irrespective of: (a) any lack of validity or enforceability of, or any amendment or other modifications of, or waiver with respect to, this Agreement; (b) the existence of any claim, setoff, defense reduction, abatement or other right which the PAC or the Owner may have at any time against the City (other than any defense or rights that arise out of the terms, provisions and priorities set forth in the Indenture, the Loan Agreement and the Mortgage); (c) any breach by the PAC or the Owner of any representation, warranty or covenant contained in this Agreement; or (d) any foreclosure under the Mortgage or the pursuit of any remedies under the Indenture.

Section 4.03. ***Remedies.*** Whenever any breach or default under this Agreement shall exist and be continuing, it shall be lawful for the City to exercise any and all remedies available at law or in equity or granted pursuant to this Agreement; provided, however, that while any Senior Bonds remain Outstanding under the Indenture or any amounts are owed to Financial Security under the Indenture or Insurance Agreement, the City shall have no right to declare a default or exercise any remedies hereunder without the prior written consent of Financial Security; and provided further that notwithstanding anything herein or in the Indenture to the contrary, there shall be no right under any circumstances to accelerate payment of the Monthly Payment or otherwise declare any payment of Monthly Payment not then in default immediately due and payable.

Section 4.04. ***Amendments to Rent Adjustment Ordinance.*** The City will not revise, amend or revoke the Rent Adjustment Ordinance in a manner that would cause a violation of the Contracts Clause of the Constitution of the United States or the State of California with respect to any Mortgage Loan Document.

Section 4.05. ***Rents.*** The City represents and warrants that the Rent Adjustment Ordinance, as currently in effect, permits performance by the Owner (and any successor owner) of the covenants regarding rents set forth in the Pledge Agreement and the Insurance Agreement.

ARTICLE V

THE PROJECT

Section 5.01. ***Sale or Transfer of the Project.*** The Owner hereby covenants and agrees not to voluntarily (which term shall not be interpreted to include the granting by the Owner of a deed in lieu of foreclosure or any transferee due to foreclosure) sell, transfer or otherwise dispose of the Project, or any portion thereof (other than for individual resident use), without obtaining the prior written consent of the City, which consent shall not be unreasonably withheld by the City and shall be given by the City if (a) the purchaser or assignees shall certify that the continued operation of the Project shall comply with the provisions of this Agreement and the Loan Agreement; (b) the City receives evidence reasonably satisfactory to the City that the purchaser or assignee shall

be willing and capable of complying with the terms and conditions of this Agreement and the Loan Agreement; (c) the purchaser or assignee executes any document reasonably requested by the City and the Owner with respect to the assumption of the PAC's and Owner's obligations under this Agreement and the Loan Agreement, including, without limitation, an instrument of assumption hereof, and delivers to the City an opinion of counsel for the transferee to the effect that each such document and this Agreement and the Loan Agreement are valid, binding and enforceable obligations of such purchaser or assignee; and (d) such other conditions are met as the City may reasonably impose to assure compliance by the Project with the requirements of this Agreement and the Loan Agreement. Except as provided in Section 5.02 hereof, it is hereby expressly stipulated and agreed that any sale, transfer or other disposition of the Project in violation of this Section 5.01 shall be null, void and without effect, shall cause a reversion of title to the Owner, and shall be ineffective to relieve the PAC and the Owner of their respective obligations under this Agreement. Upon any sale or other transfer which complies with this Agreement, the Owner and the PAC shall be fully released from its obligations hereunder, to the extent such obligations have been assumed by the transferee of the Project, without the necessity of further documentation. Any transfer of the Project to any entity, whether or not affiliated with the Owner or the PAC, shall be subject to the provisions of this Section 5.01 and, while any Bonds remain Outstanding under the Indenture, the terms and conditions set forth in the Mortgage, the Loan Agreement and the Insurance Agreement.

Section 5.02. **Termination of Agreement.** Upon the termination of the terms of this Agreement as set forth herein, the parties hereto agree to execute, deliver and record appropriate instruments of release and discharge of the terms hereof; provided, however, that the execution and delivery of such instruments shall not be necessary or a prerequisite to the termination of this Agreement in accordance with its terms.

Section 5.03. **Covenants To Run With the Land.** The Owner hereby subjects the Project to the covenants, reservations and restrictions set forth in this Agreement. The City, the Owner and the PAC hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors in title to the Project; provided, however, that on the termination of this Agreement said covenants, reservations and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments.

No breach of any of the provisions of this Agreement shall impair, defeat or render invalid the lien of any mortgage, deed of trust or like encumbrance made in good faith and for value encumbering the Project or any portion thereof.

Section 5.04. **Burden and Benefit.** The City, the Owner and the PAC hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the land in that the Owner's legal interest in the Project is rendered less valuable thereby. Notwithstanding the foregoing or any other provision of this Agreement, no person, other than the parties hereto and, while any Senior Bonds are Outstanding under the Indenture or amounts are owed to Financial Security under the Indenture or Insurance Agreement, Financial Security, shall have any rights of enforcement of this Agreement. While any Senior Bonds are Outstanding under the Indenture or any amounts are owed to Financial Security under the Indenture or Insurance Agreement, the Trustee and Financial Security shall be third-party beneficiaries to the provisions of this Agreement, entitled to enforce the provisions of this Agreement directly as if parties hereto.

Section 5.05. **Recording and Filing.** The PAC and the Owner shall cause this Agreement, and all amendments and supplements hereto and thereto, to be recorded and filed in the real property records of the County of Marin and in such other places as the City may reasonably request. The PAC shall pay all fees and charges incurred in connection with any such recording. This Agreement shall be recorded in the grantor/grantee

index to the name of the Owner as Grantor and the City as Grantee.

ARTICLE VI

MISCELLANEOUS

Section 6.01. **Successor Is Deemed Included in All References to Predecessor.** Whenever in this Agreement the City, the PAC and the Owner are named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the City, the PAC or the Owner shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not. While any Bonds are Outstanding under the Indenture, the Owner and the PAC may assign their respective obligations under this Agreement to a nonprofit corporation which has acquired the Project from the Owner without the consent of the City if the terms and conditions set forth in the Loan Agreement, the Mortgage and the Insurance Agreement are met.

Section 6.02. **Right of Setoff.** The PAC and the Owner are hereby authorized at any time and from time to time, with prior written notice to the other parties hereto, to set off one-third of the amount of any ad valorem taxes and possessory interest taxes with respect to the Project paid by the Owner or the Project's residents to the City or to any other taxing authorities having jurisdiction over the Project against the obligation to make the Aggregate Annual Payments.

Section 6.03. **Amendments.** The Owner, the City and the PAC may alter, modify or cancel, or agree or consent to alter, modify or cancel this Agreement by a writing executed by all of them or their successors at any time; provided that if any Senior Bonds are Outstanding under the Indenture or any amounts are owed to Financial Security under the Indenture or the Insurance Agreement, the prior written consent of Financial Security shall be required.

Section 6.04. **Notices.** All notices, certificates or other communications hereunder shall be in writing and shall be mailed, personally delivered or telecopied, and shall be sufficiently given and shall be deemed to have been received upon receipt.

If to the Owner:

Novato Financing Authority
c/o Redevelopment Agency of the City of Novato
900 Sherman Avenue
Novato, CA 94945
Telephone: (415) 897-4301
FAX: (415) 897-4354
Attention: Deputy Director of Redevelopment

If to the City:

City of Novato
900 Sherman Avenue
Novato, CA 94945
Telephone: (415) 897-4311
FAX: (415) 897-4354
Attention: Director of Finance

If to the PAC:

Park Acquisition Corporation of Marin
Valley Mobile Country Club
100 Marin Valley Drive
Novato, CA 94949-6716

Telephone: (415) 883-5911
Attention: President

If to Financial Security: Financial Security Assurance Inc.
350 Park Avenue
New York, NY 10022
Telephone: (212) 826-0100
FAX: (212) 339-3518 or (232) 339-3529
Attention: Surveillance Department

The Owner, the City, the PAC or Financial Security, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 6.05. **Conduit Facilitator.** All parties hereto recognize and agree that CLGFA is acting in the transactions contemplated herein solely in a conduit facilitating role to assist the substantive parties in achieving their goals; CLGFA is not a substantive party to such transaction; and CLGFA's agreements and obligations hereunder are solely for the purpose of passing through funds and substantive agreements and obligations of such substantive parties.

Section 6.06. **Limited Liability.** Under no circumstances shall the City or the Agency, or their respective officers, agents, employees or representatives, or the officers, agents, employees or representatives of the Owner, be liable under this Agreement.

Section 6.07. **Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.08. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 6.09. **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope of intent of any provisions of Sections of this Agreement.

IN WITNESS WHEREOF, the City, the PAC and the Authority have caused this In-Lieu-of-Tax Agreement to be executed by their duly authorized respective officers, all as of the date first above written.

CITY OF NOVATO

By _____
Name Patricia Eklund
Title Mayor

Attest:

By _____
Title City Clerk

PARK ACQUISITION CORPORATION OF MARIN VALLEY MOBILE

COUNTRY CLUB

By _____
Name Owen V. Haxton
Title President

Attest:

By _____
Title Secretary

NOVATO FINANCING AUTHORITY

By _____
Name Patricia Eklund
Title Chair

Attest:

By _____
Title Secretary

CALIFORNIA ALLPURPOSE NOTARY ACKNOWLEDGMENT

State of California
County of

On this day of , 199, before me,

Name, Title of Officer

personally appeared _____

Name(s) of Signer(s)

“ personally known to me **OR** ” 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.

WITNESS my hand and official seal.

Signature of Notary

***** OPTIONAL SECTION *****
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the date below, doing so may prove invaluable to persons relying on the document.

- ..INDIVIDUAL
 - ..CORPORATE OFFICER(S)
 - ..PARTNER(S) ..LIMITED
 - ..GENERAL
 - ..ATTORNEY IN FACT
 - ..TRUSTEE(S)
 - ..GUARDIAN/CONSERVATOR
 - ..OTHER: _____
- _____
- _____

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies)

******* OPTIONAL SECTION *******

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

TITLE OR TYPE OF DOCUMENT _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

CALIFORNIA ALLPURPOSE NOTARY ACKNOWLEDGMENT

State of California

County of

On this day of , 199, before me,

Name, Title of Officer

personally appeared _____,

Name(s) of Signer(s)

“ personally known to me **OR** “ 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.

WITNESS my hand and official seal.

Signature of Notary

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“INDIVIDUAL

“CORPORATE OFFICER(S)

“PARTNER(S)“LIMITED

“GENERAL

“ATTORNEYINFACT

“TRUSTEE(S)

“GUARDIAN/CONSERVATOR

“OTHER: _____

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CALIFORNIA ALLPURPOSE NOTARY ACKNOWLEDGMENT

State of California
County of _____

On this day of _____, 199, before me,
_____,

Name, Title of Officer

personally appeared _____,

Name(s) of Signer(s)

“ personally known to me **OR** ” 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.

WITNESS my hand and official seal.

Signature of Notary

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INDIVIDUAL
CORPORATE OFFICER(S)
PARTNER(S) LIMITED
GENERAL
ATTORNEY IN FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER: _____

SIGNER IS REPRESENTING:
Name of Person(s) or Entity(ies)

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CALIFORNIA ALLPURPOSE NOTARY ACKNOWLEDGMENT

State of California
County of

On this day of , 199, before me,

Name, Title of Officer

personally appeared _____

Name(s) of Signer(s)

“ personally known to me **OR** “ 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.

WITNESS my hand and official seal.

Signature of Notary

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SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies)

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EXHIBIT A

PROJECT