Recording requested by
and return to:

COUNTY OF SANTA CLARA
c/o Orrick, Herrington & Sutcliffe LLP
The Orrick Building
405 Howard Street
San Francisco, California 94105-2669

Attention: Mary A. Collins, Esq.

DISTRICT SITE LEASE
(FIRE DISTRICT FACILITIES)

by and between the

SANTA CLARA COUNTY CENTRAL FIRE PROTECTION DISTRICT

and the

COUNTY OF SANTA CLARA

Dated as of June 1, 2020

THIS TRANSACTION IS EXEMPT FROM FILING FEES PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 6103 AND TRANSFER TAXES PURSUANT TO CALIFORNIA REVENUE AND TAXATION CODE SECTION 11928
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DISTRICT SITE LEASE

This District Site Lease, dated as of June 1, 2020 (this “Lease” or “Site Lease”), by and between the SANTA CLARA COUNTY CENTRAL FIRE PROTECTION DISTRICT, a public body, corporate and politic, duly organized and existing under the laws of the State of California (the “District”), as lessor, and the COUNTY OF SANTA CLARA, a political subdivision organized and existing under and by virtue of the laws of the State of California (the “County”), as lessee;

W I T N E S S E T H:

WHEREAS, the County has determined that it is in its best interests to finance certain capital improvements for the County;

WHEREAS, the Santa Clara County Financing Authority (the “Authority”) has agreed to issue its Lease Revenue Bonds (Fire District Facilities), 2020 Series A (the “2020A Bonds”), from time to time, pursuant to a Trust Agreement, dated as of June 1, 2020 (as amended from time to time, the “Trust Agreement”), by and between the Authority and U.S. Bank National Association, as trustee (together with any successor thereto, the “Trustee”), for the purpose of financing the acquisition, improvement, furnishing and equipping of additional facilities (collectively, the “Fire District Project”);

WHEREAS, the County will use the proceeds of the 2020A Bonds to pay to the District the rental due hereunder for the lease of the Facilities (as hereinafter defined);

WHEREAS, the County will lease the Facilities to the Authority pursuant to the Site Lease, dated as of June 1, 2020 (the “Site Lease”), and the Authority will lease back the Facilities to the County pursuant to the Facilities Lease, dated as of June 1, 2020 (the “Facilities Lease”);

WHEREAS, the County will lease back the Facilities to the District pursuant to the Sublease, dated as of June 1, 2020 (the “Sublease”), between the County, as lessor, and the District, as lessee (capitalized terms used herein and not otherwise defined herein have the meanings assigned thereto in the Sublease);

WHEREAS, under the Sublease, the District will be obligated to make base rental payments to the County for the lease of the Facilities and the County will make corresponding payments to the Authority, which County payments will be pledged to pay principal and interest on the 2020A Bonds; and

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

SECTION 1. Lease of Facilities.

The District hereby leases to the County and the County hereby hires from the District, on the terms and conditions hereinafter set forth, the real property situated in the County of Santa Clara, State of California, together with the improvements thereon, as described in
Exhibit A attached hereto and made a part hereof (the “Facilities”), and any additional real property added thereto by any supplement or amendment hereto, or any real property substituted for all or any portion of such property in accordance with this Lease and the Trust Agreement; subject, however, to any conditions, reservations, and easements of record or known to the District and the buildings and all other facilities located thereon.

SECTION 2. Term.

The term of this Lease as to the Facilities shall commence on the date of recordation of this Lease in the office of the County Recorder of the County of Santa Clara, State of California, or on __________, 2020, whichever is earlier, and shall end with respect to the Facilities or the designated portion thereof on the date identified in Exhibit B hereto with respect thereto, unless such term is extended or sooner terminated as hereinafter provided. If on such date the District Base Rental Payments and all other amounts then due under the Sublease with respect to such identified Facilities or portion thereof shall have been abated at any time and for any reason, then the term of this Lease with respect to such Facilities shall be extended until ten (10) days after the District Base Rental Payments attributable to such Facilities and all other amounts related thereto then due under the Facilities Lease, shall be fully paid, except that the term of this Lease shall in no event be extended beyond ten (10) years after the date identified in Exhibit B hereto with respect to such identified Facility. If prior to such date the District Base Rental Payments and all other amounts then due under the Sublease shall be fully paid, the term of this Lease shall end ten (10) days thereafter or upon written notice by the District to the County, whichever is earlier.

SECTION 3. Rental.

The County shall pay to the District as and for rental hereunder the sum of $__________, being the amount of the proceeds of the 2020A Bonds allocable to the District as provided in the Trust Agreement.

SECTION 4. Purpose.

The County shall use the Facilities solely for the purpose of leasing the Facilities to the District pursuant to the Sublease and for such purposes as may be incidental thereto; provided, that in the event of default by the District under the Sublease the County may exercise the remedies provided in the Sublease.

SECTION 5. Environmental Law and Regulations

(a) Definitions used in this Section 5 and in Section 6.

“Asbestos Containing Materials” shall mean material in friable form containing more than one percent (1%) of the asbestiform varieties of (a) chrysotile (serpentine); (b) crocidolite (ricbeckite); (c) amosite (cummington-itegrinerite); (d) anthophyllite; (e) tremolite; and (f) antinolite.
Asbestos Operations and Maintenance Plan” shall mean that written plan for the Facilities relating to monitoring and maintaining all Asbestos Containing Materials used or located on the Facilities.

“Environmental Regulations” shall mean all Laws and Regulations, now or hereafter in effect, with respect to Hazardous Materials, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, et seq.) (together with the regulations promulgated thereunder, “CERCLA”), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et seq.) (together with the regulations promulgated thereunder, “RCRA”), the Emergency Planning and Community Right-to-Know Act, as amended (42 U.S.C. Section 11001, et seq.) (together with the regulations promulgated thereunder, “Title III”), the Clean Water Act, as amended (33 U.S.C. Section 1251, et seq.) (together with the regulations promulgated thereunder, “CWA”), the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.) (together with the regulations promulgated thereunder, “CAA”), the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601, et seq.) (together with the regulations promulgated thereunder, “TSCA”), the Occupational Safety and Health Act, as amended (29 U.S.C. Section 651 et seq.) (together with regulations promulgated thereunder, “OSHA”) and any similar federal, state or local laws and regulations and any so-called local, state or federal “superfund” or “superlien” law.

“Hazardous Materials” shall mean any material amount of flammable explosives, polychlorinated biphenyl compounds, heavy metals, chlorinated solvents, cyanide, radon, petroleum products, asbestos or any Asbestos Containing Materials, methane, radioactive materials, pollutants, hazardous materials, hazardous wastes, hazardous, toxic, or regulated substances or related materials, as characterized, regulated or defined in CERCLA, RCRA, CWA, CAA, TSCA, OSHA and Title III, and the regulations promulgated pursuant thereto, and in any other Environmental Regulations applicable to the District, any of the Facilities or the business operations conducted by the District therein.

“Laws and Regulations” shall mean any applicable law, regulation, code, order, rule, judgment or consent agreement, including, without limitation, those relating to zoning, building, use and occupancy, fire safety, health, sanitation, air pollution, ecological matters, environmental protection, hazardous or toxic materials, substances or wastes, conservation, parking, architectural barriers to the handicapped, or restrictive covenants or other agreements affecting title to the Facilities.

(b) No portion of the Facilities is located in an area of high potential incidence of radon which has an unventilated basement or subsurface portion which is occupied or used for any purpose other than the foundation or support of the improvements to such Facilities.

(e) The District has not received any notice from any insurance company which has issued a policy with respect to the Facilities or from the applicable state or local government agency responsible for insurance standards (or any other body exercising similar functions) requiring the performance of any repairs, alterations or other work, which repairs, alterations or other work have not been completed at the Facilities. The District has not received any notice of default or breach which has not been cured under any covenant, condition,
restriction, right-of-way, reciprocal easement agreement or other easement affecting the Facilities which is to be performed or complied with by it.


(a) Neither the District nor the County shall use or permit the Facilities or any part thereof to be used to generate, manufacture, refine, treat, store, handle, transport or dispose of, transfer, produce or process Hazardous Materials, except, and only to the extent, if necessary to maintain the Facilities and then, only in compliance with all Environmental Regulations, nor shall it permit, as a result of any intentional or unintentional act or omission on its part or by any tenant, subtenant, licensee, guest, invitee, contractor, employee and agent, the storage, transportation, disposal or use of Hazardous Materials or the pumping, spilling, leaking, disposing of, emptying, discharging or releasing (hereinafter collectively referred to as “Release”) or threat of Release of Hazardous Materials on, from or beneath the Facilities or onto any other real property excluding, however, those Hazardous Materials in those amounts ordinarily found in the inventory of an office building, the use, storage, treatment, transportation and disposal of which shall be in compliance with all Environmental Regulations. Upon the occurrence of any Release or threat of Release, or presence, of Hazardous Materials, the District shall promptly commence and perform, or cause to be commenced and performed promptly, without cost to the Trustee or the County, all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials so Released or present, on, from or beneath the Facilities, in compliance with all Environmental Regulations. Notwithstanding anything to the contrary contained herein, underground storage tanks shall only be permitted subject to compliance with subsection (d) and only to the extent necessary to maintain the Facilities.

(b) The District and the County shall comply with, and shall cause its tenants, subtenants, licensees, guests, invitees, contractors, employees and agents to comply with, all Environmental Regulations, and shall keep the Facilities free and clear of any liens imposed pursuant thereto (provided, however, that any such liens, if not discharged, may be bonded). The District and the County shall cause each tenant, and use its best efforts to cause all of such tenant’s subtenants, agents, licensees, employees, contractors, guests and invitees and the guests and invitees of all of the foregoing to comply with all Environmental Regulations with respect to the Facilities; provided, however, that notwithstanding that a portion of this covenant is limited to the District and the County’s use of its best efforts, the County and the District shall remain solely responsible for ensuring such compliance and such limitation shall not diminish or affect in any way the District and the County’s obligations contained in subsection (c) hereof as provided in subsection (c) hereof. Upon receipt of any notice from any individual or Person with regard to the presence of, or Release of Hazardous Materials on, from or beneath the Facilities, the District and the County shall give prompt written notice thereof to the Trustee (and, in any event, prior to the expiration of any period in which to respond to such notice under any Environmental Regulation).

(c) Irrespective of whether any representation or warranty contained in Section 5 is not true or correct, the District and the County shall, to the extent permitted by law, defend, indemnify and hold harmless the Trustee and the Bondholders, its partners, depositors and each of its and their employees, agents, officers, directors, trustees, successors and assigns,
from and against any claims, demands, penalties, fines, attorneys’ fees (including, without limitation, attorneys’ fees incurred to enforce the indemnification contained in this Section 6), consultants’ fees, investigation and laboratory fees, liabilities, settlements (five (5) Business Days’ prior notice of which the County or the Trustee, as appropriate, shall have delivered to the District and the County), court costs, damages, losses, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, occurring in whole or in part, arising out of, or in any way related to, (i) the presence, disposal, Release, threat of Release, removal, discharge, storage or transportation of any Hazardous Materials on, from or beneath the Facilities, (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials, (iii) any lawsuit brought or threatened, settlement reached (five (5) Business Days’ prior notice of which the County or the Trustee, as appropriate, shall have delivered to the District and the County), or governmental order relating to Hazardous Materials on, from or beneath any of the Facilities, (iv) any violation of Environmental Regulations or subsection (a) or (b) hereof by it or any of its agents, tenants, employees, contractors, licensees, guests, subtenants or invitees, and (v) the imposition of any governmental lien for the recovery of environmental cleanup or removal costs. To the extent that the County or the District is strictly liable under any Environmental Regulation, its obligation to the Trustee and Bondholders and the other indemnitees under the foregoing indemnification shall likewise be without regard to fault on its part with respect to the violation of any Environmental Regulation which results in liability to any indemnitee. Its obligations and liabilities under this Section 6(c) shall survive any termination of the Sublease or exercise of any remedies thereunder, and the satisfaction of all Bonds.

(d) The District and the County shall conform to and carry out a reasonable program of maintenance and inspection of all underground storage tanks, and shall maintain, repair, and replace such tanks only in accordance with Laws and Regulations, including but not limited to Environmental Regulations.

SECTION 7. Owner in Fee.

The District covenants that it is the owner in fee of the Facilities. The District further covenants and agrees that if for any reason this covenant proves to be incorrect, the District will either institute eminent domain proceedings to condemn the property or institute a quiet title action to clarify the District’s title, and will diligently pursue such action to completion. The District further covenants and agrees that it will hold the County, the Authority and the Bondowners harmless from any loss, cost or damages resulting from any breach by the District of the covenants contained in this Section.

SECTION 8. Assignments and Subleases.

Unless the District shall be in default under the Sublease, the County may not assign its rights under this Lease or sublet the Facilities and the Facilities, except pursuant to the Site Lease, the Facilities Lease and the Sublease, without the written consent of the District, which consent may be withheld in the District’s sole and absolute discretion. Upon the occurrence of a default by the District under the Sublease, the County may assign or sell its rights under this Lease or sublet the Facilities, without the consent of the District.
SECTION 9. Right of Entry; Easements.

The District reserves the right for any of its duly authorized representatives to enter upon the Facilities at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

The District agrees, upon written request from the County, to grant to the County a nonexclusive easement of ingress and egress for persons, vehicles and utilities, twenty (20) feet wide, from each parcel of the Facilities not having access to a public street, and appurtenant to such parcel, over property owned by the District to a public street. The District may, at any time, satisfy its obligation contained in the preceding sentence as to any such parcel of the Facilities by granting to the County an easement complying with the requirements of the preceding sentence from such parcel of the Facilities to a public street.

SECTION 10. Termination.

The County agrees, upon the termination of this Lease, to quit and surrender the Facilities in the same good order and condition as the same were in at the time of commencement of the term hereunder, reasonable wear and tear excepted, and the County further agrees that the Facilities and any permanent improvements and structures existing upon the Facilities at the time of the termination of this Lease shall remain thereon and title thereto shall vest in the District.

Upon the exercise of the option to purchase set forth in Section 7.03 of the Sublease and upon payment of the option price required by said section, the term of this Lease shall terminate as to the portion of the Facilities upon which the part of the Facilities being so purchased is situated, including the real property upon which portion is situated.

SECTION 11. Default.

In the event the County shall be in default in the performance of any obligation on its part to be performed under the terms of this Lease, which default continues for one hundred and eighty (180) days following notice and demand for correction thereof to the County, the District may exercise any and all remedies granted by law, except that no merger of this Lease and of the Sublease shall be deemed to occur as a result thereof; provided, however, that the District shall have no power to terminate this Lease by reason of any default on the part of the County if such termination would affect or impair any assignment or sublease of all or any part of the Facilities then in effect between the County and any assignee or subtenant of the County (other than the District under the Sublease) or the rights of the Trustee with respect thereto. So long as any such assignee or subtenant of the County (or the Trustee) shall duly perform the terms and conditions of this Lease, such assignee or subtenant shall be deemed to be and shall become the tenant of the District hereunder and shall be entitled to all of the rights and privileges granted under any such assignment or subrogation; provided, further, that so long as any Bonds are outstanding and unpaid in accordance with the terms thereof, the rentals or any part thereof payable to the Authority or Trustee shall continue to be paid to the Trustee on behalf of the Bondholders. The Trustee shall not be deemed subtenant or tenant unless it so opts.
SECTION 12. **Quiet Enjoyment.**

The County at all times during the term of this Lease, shall peaceably and quietly have, hold and enjoy all of the Facilities then leased hereunder.

SECTION 13. **Waiver of Personal Liability.**

All liabilities under this Lease on the part of the County shall be solely liabilities of the County, as a public entity and agency, and the District hereby releases each and every member, director, officer, agent or employee of the County of and from any personal or individual liability under this Lease. No member, director, officer, agent or employee of the County shall at any time or under any circumstances be individually or personally liable under this Lease to the District or to any other party whomsoever for anything done or omitted to be done by the County hereunder.

The County and its members, directors, officers, agents, employees and assignees shall not be liable to the District or to any other party whomsoever for any death, injury or damage that may result to any person or property by or from any cause whatsoever in, on or about the Facilities. The District, to the extent permitted by law, shall indemnify and hold the County and its members, directors, officers, agents, employees and assignees, harmless from, and defend each of them against, any and all claims, liens and judgments arising from the operation of the Facilities or the Fire District Project, and the Facilities, including, without limitation, death of or injury to any person or damage to property whatsoever occurring in, on or about the Facilities or the Fire District Project regardless of responsibility for negligence, but excepting the active negligence of the person or entity seeking indemnity.

SECTION 14. **Taxes.**

The District covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Facilities.

SECTION 15. **Eminent Domain.**

In the event the whole or any part of the Facilities is taken by eminent domain proceedings, the interest of the County shall be recognized and is hereby determined to be the amount of the then unpaid or outstanding 2020A Bonds and all other amounts due under the Trust Agreement and the Sublease attributable to such part of the Facilities and shall be paid to the Trustee, and the balance of the award, if any, shall be paid to the District.

SECTION 16. **Partial Invalidity.**

If any one or more of the terms, provisions, covenants or conditions of this Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Lease shall be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
SECTION 17. Notices.

All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered or certified mail, return receipt requested, postage prepaid, and, if to the District, addressed to the District in care of the Director of Business Services, [14700 Winchester Boulevard, Los Gatos, California 95030-1818], or if to the County, addressed to the Director of Finance, County Government Center, East Wing, 70 West Hedding Street, San Jose, California 95110, or to such other addresses as the respective parties may from time to time designate by notice in writing.

SECTION 18. Section Headings.

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this lease.

SECTION 19. Amendment.

The County and the District may at any time agree to the amendment of this Lease; provided, however, that the County and the District agree and recognize that this Lease is entered into as contemplated by the terms of the Trust Agreement, and accordingly, that any such amendment shall only be made or effected in accordance with and subject to the terms of the Trust Agreement.

SECTION 20. Definitions.

Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Sublease or, if not defined therein, the Trust Agreement.


This Lease shall be governed exclusively by the provisions hereof and by the laws of the State as the same from time to time exist.

SECTION 22. Execution.

This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Lease. It is also agreed that separate counterparts of this Lease may separately be executed by the District and the County, all with the same force and effect as though the same counterpart had been executed by both the District and the County.
IN WITNESS WHEREOF, the District and the County have caused this Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

SANTA CLARA COUNTY CENTRAL
FIRE PROTECTION DISTRICT, Lessor

By____________________________________
Cindy Chavez
Chairperson, Board of Directors

[SEAL]

Attest:

____________________________________
Clerk of the Board of Directors

COUNTY OF SANTA CLARA, Lessee

By____________________________________
Cindy Chavez
President, Board of Supervisors
of the County of Santa Clara

[SEAL]

Attest:

____________________________________
Clerk of the Board of Supervisors

Approved as to Form:

[JAMES R. WILLIAMS], County Counsel
County of Santa Clara

By:____________________________________
Deputy County Counsel
EXHIBIT A

Description of Facilities

1. 1315 Dell Avenue, Campbell, California 95008
   
The real property situated in the City of Campbell, County of Santa Clara, State of California, described as follows:

   Parcel 1, as shown upon that certain Map entitled, "Parcel Map being a subdivision of Lots 2 and 5 as shown on that certain Map entitled, 'Mrs. W.J. Parr Tract' filed for record on December 19, 1890 in Book E of Maps, page 63, Santa Clara County Records", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on October 30, 2000 in Book 733 of Maps, at pages 32 and 33.

   APN: 424-33-118

2. 20215 Stevens Creek Boulevard, Cupertino, California 95014
   
The real property situated in the City of Cupertino, County of Santa Clara, State of California, described as follows:
## EXHIBIT B

### Lease Term

<table>
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<th>Facility</th>
<th>Term</th>
<th>Maximum Extension</th>
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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)