

RECORDING REQUESTED
AND WHEN RECORDED MAIL TO:
GOODWIN PROCTER LLP
601 S. Figueroa Street
41st floor
Los Angeles, CA 90017-5704
Attention: Bruce J. Graham, Esq.

This Property Lease is recorded at the request of the City of Oxnard
and is exempt from filing fees pursuant to
Section 6103 of the California Government Code.

PROPERTY LEASE

Dated as of June 1, 2011

by and between

CITY OF OXNARD,
as Lessor

and

CITY OF OXNARD FINANCING AUTHORITY,
as Lessee

Relating to

[\$[PRINCIPAL AMOUNT]
City of Oxnard Financing Authority
Lease Revenue Refunding Bonds, Series 2011

PROPERTY LEASE

THIS PROPERTY LEASE, dated as of June 1, 2011 (this "**Property Lease**"), is entered into by and between the CITY OF OXNARD, a municipal corporation duly organized and existing under the laws and the Constitution of the State of California (the "**City**"), as lessor, and the CITY OF OXNARD FINANCING AUTHORITY, a joint exercise of powers authority duly organized and existing under the laws of the State of California (the "**Authority**"), as lessee:

WITNESSETH:

WHEREAS, the Authority is a joint exercise of powers authority organized and existing pursuant to Articles 1 and 2 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California to provide financial assistance to the City and has the authority to issue bonds pursuant to the Marks-Roos Local Bond Pooling Act of 1985 (i.e., Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California) (the "**Act**"); and

WHEREAS, the Authority issued, pursuant to a Trust Agreement, dated as of August 1, 2009 (the "**2009 Trust Agreement**"), by and among the City, the Authority, and Wells Fargo Bank, National Association, as trustee, \$20,005,000 in aggregate principal amount of City of Oxnard Financing Authority Bond Anticipation Notes, Series 2009 (the "**2009 Notes**"), to finance the purchase by the City of approximately 14 acres of land at the northwest corner of Ventura Road and Vineyard Avenue adjacent to the City's River Ridge Golf Club to be used by the City for public recreational area purposes, as more particularly described in the 2009 Trust Agreement; and

WHEREAS, the Authority issued, pursuant to a Trust Agreement, dated as of June 1, 2010 (the "**2010 Trust Agreement**"), by and among the City, the Authority, and Wells Fargo Bank, National Association, as trustee, \$20,520,000 in aggregate principal amount of City of Oxnard Financing Authority Bond Anticipation Notes, Series 2010 (the "**2010 Notes**"), all of which are currently outstanding, to provide the Take-Out Moneys (as defined in the 2009 Trust Agreement) to pay the principal of and interest on the 2009 Notes at maturity in accordance with the terms of the 2009 Trust Agreement; and

WHEREAS, the Authority has determined to provide under that certain Trust Agreement, dated as of June 1, 2011 (the "**Trust Agreement**"), by and among the Authority, the City, and Wells Fargo Bank, National Association, as trustee (the "**Trustee**"), and the Act for the issuance of its City of Oxnard Financing Authority Lease Revenue Refunding Bonds, Series 2011 (the "**Bonds**"), the proceeds of which will be used to finance the costs to (i) to provide the Take-Out Moneys (as defined in the 2010 Trust Agreement) to pay the principal of and interest on the 2010 Notes at maturity in accordance with the terms of the 2010 Trust Agreement, (ii) provide for the reserve fund with respect to the Bonds, and (iii) pay costs incurred in connection with the issuance, sale, and delivery of the Bonds; and

WHEREAS, the City will lease to the Authority, pursuant to this Property Lease, all the Components comprising the Property, the legal descriptions of which Components are described in Exhibit A hereto; and

WHEREAS, the Bonds will be secured by the payments to be made by the City pursuant to that certain Master Lease and Option to Purchase, dated as of June 1, 2011 (the "Lease"), by and between the Authority, as lessor, and the City, as lessee, pursuant to which the City will lease from the Authority all the Components comprising the Property, the legal descriptions of which Components are described in Exhibit A thereto; and

WHEREAS, the Base Rental to be paid by the City for the lease of the Property will be sufficient to provide the amount necessary to pay the principal of and the interest on the Bonds of the Authority; and

WHEREAS, the City and the Authority desire to enter into this Property Lease, pursuant to which the City will lease to the Authority, effective on the Closing Date, all Components of the Property; and

WHEREAS, each of the City and the Authority is authorized to enter into this Property Lease pursuant to the laws of the State of California; and

WHEREAS, all acts, conditions, and things required by law to exist, to have happened, and to have been performed precedent to and in connection with the execution and entering into of this Property Lease do exist, have happened, and have been performed in due time, form, and manner as required by law, and the parties hereto are duly authorized to execute and enter into this Property Lease;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

SECTION 1. Definitions.

Unless the context otherwise requires, the terms defined in this Section 1 shall, for all purposes of this Property Lease, have the meanings set forth below: All capitalized terms used herein without definition shall have the meanings given to such terms in the Lease or the Trust Agreement.

"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 (riebeckite); (c) amosite (cummington-itegrinerite); (d) anthophyllite; (e) tremolite; and (f) actinolite.

"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 1321, 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"), and the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601 et seq.) (together with the regulations promulgated thereunder, "TSCA"), and any state or local similar laws and regulations and any so called local, state, or federal "superfund" or "superlien" law.

"**Hazardous Materials**" shall have the meaning given in Section 16(a) hereof.

"**Laws and Regulations**" shall have the meaning given in Section 16(a) hereof.

"**Release**" shall have the meaning given in Section 16(a) hereof.

"**Site**" means the real property underlying each of the Components.

SECTION 2. Property.

The City hereby leases to the Authority all Components of the Property, the legal descriptions of which Components are described in Exhibit A hereto and incorporated herein by this reference, including all buildings and improvements thereon, but excluding any personal property located in or about such premises (collectively, the "**Property**"), subject to the terms hereof and subject to any conditions, reservations, exceptions, and rights of way that are of record.

SECTION 3. Ownership.

The City covenants that it is the owner of and holds title in fee simple to all Components of the Property. The City agrees to furnish to the Authority [**CONFIRM/REVISE GLOBALLY:**] [and the Bond Insurer] a title policy, in a form satisfactory to the Authority [and the Bond Insurer], as to its interest in each Component of the Property.

SECTION 4. Term.

This Property Lease shall commence on the Closing Date and end on the earlier to occur of (i) June 1, 2036 (which is the final maturity date of the Bonds); provided that in the event the principal of and interest on the Bonds and all other amounts payable under the Lease and the Trust Agreement shall not be fully paid, or if the Base Rental or Additional Rental due under the Lease shall have been abated at any time as permitted by the terms of the Lease, then the term of this Property Lease shall be extended, except that the term shall in no event be extended beyond June 1, 2046, or (ii) the date upon which the Trust Agreement shall have been discharged in accordance with Section 10.01 of the Trust Agreement.

SECTION 5. Rent.

The Authority shall pay to the City an advance rent of \$_____ [**amount deposited into escrow for 2010 Notes**] as full consideration for this Property Lease over its term. The Authority is obtaining the advance rent payment from the proceeds of the sale of the Bonds issued pursuant to the Trust Agreement. The City acknowledges receipt of the advance rent by the Trustee and authorizes the disbursement by the Trustee of the advance rent payment as provided in Section 3.01(c) of the Trust Agreement. The Authority hereby waives any right that

it may have under the laws of the State of California to receive a rebate of such rent in full or in part in the event there is a substantial interference with the use and right of possession of the Authority of the Property or portion thereof as a result of material damage, destruction, or condemnation.

SECTION 6. Purpose.

The Authority shall use each Component of the Property for the purposes described in the Lease and for such other purposes as may be incidental thereto; provided, that in the event of default by the City under the Lease or termination of the Lease under the circumstances described in Section 12 thereof, the Authority or its assigns may [, with the prior written consent of the Bond Insurer, so long as the Bond Insurer is not in default in its payment obligations under the Bond Insurance Policy, and shall, at the direction of the Bond Insurer, so long as the Bond Insurer is not in default in its payment obligations under the Bond Insurance Policy,] exercise the remedies provided in Section 12 of the Lease without regard to the restrictions set forth in this Section 6.

SECTION 7. Right of Substitution of Property.

The City reserves the right at any time to substitute real property and/or improvements thereon owned by the City for all or any Component of the Property, provided that:

(a) the City obtains the prior written consent of the Authority [, the Bond Insurer, so long as the Bond Insurer is not in default in its payment obligations under the Bond Insurance Policy,] and any municipal bond rating agency that has, at the request of the City, rated the Bonds issued pursuant to the Trust Agreement;

(b) the City finds (and delivers a certificate to the Authority and Trustee setting forth its findings) that the substituted Component or Components of the Property and improvements thereon has the same or greater fair rental value than that Component or Components of the Property for which it is being substituted and that the Base Rental payments being made by the City for the then current Lease Year and subsequent Lease Year thereafter pursuant to the Lease will not be reduced.

Upon the substitution of any Component or Components of the Property for the Component or Components constituting the Property, the City, the Authority, and the Trustee shall execute and record with the Office of the County Recorder, County of Ventura, California, any document necessary to release any Component or Components of the Property substituted pursuant to the provisions of this Property Lease and the Lease and to include the substituted Component or Components to constitute the released Component or Components of the Property under this Property Lease and the Lease.

SECTION 8. Assignment and Lease.

So long as no event of default has occurred and is continuing under the Lease, the Authority shall not sell, assign, mortgage, hypothecate, or otherwise encumber this Property Lease and any rights hereunder, and the leasehold created hereby, by trust agreement, indenture, or deed of trust or otherwise or sublet any Component of the Property without the prior written

consent of the City [and the Bond Insurer, so long as the Bond Insurer is not in default in its payment obligations under the Bond Insurance Policy], except that the City expressly approves and consents to the assignment and transfer of the Authority's right, title, and interest in this Property Lease to the Trustee pursuant to the Trust Agreement. Upon the occurrence of an event of default under the Lease, the Trustee may [, with the consent of the Bond Insurer, so long as the Bond Insurer is not in default in its payment obligations under the Bond Insurance Policy, and shall, at the direction of the Bond Insurer, so long as the Bond Insurer is not in default in its payment obligations under the Bond Insurance Policy,] mortgage, sell, assign, or encumber this Property Lease and the City shall not have any consent rights in respect thereto.

SECTION 9. Right of Entry.

The City reserves the right for any of its duly authorized representatives to enter upon any Component of the Property at any reasonable time.

SECTION 10. Expiration.

The Authority agrees, upon the expiration of this Property Lease, to quit and surrender all Components constituting the Property.

SECTION 11. Quiet Enjoyment.

The Authority at all times during the term of this Property Lease shall peaceably and quietly have, hold, and enjoy all Components constituting the Property. Notwithstanding the foregoing covenant, the Authority shall not have any right to receive a rebate of the advance rent paid pursuant to Section 5 hereof or any portion thereof in the event there is a substantial interference with the use and right of possession of the Authority of the Property or portion thereof as a result of material damage, destruction, or condemnation.

SECTION 12. Taxes and Insurance.

The City covenants and agrees to pay any and all taxes and assessments levied or assessed upon each Component of the Property. The City further covenants and agrees to maintain insurance on each Component of the Property required pursuant to Section 4.3 of the Lease.

SECTION 13. Eminent Domain.

If the whole or any part of a Component constituting the Property shall be taken under the power of eminent domain, the interest of the Authority shall be recognized and is hereby determined to be the aggregate amount of unpaid Base Rental (plus accrued interest to the date of redemption of the allocable portion of the Bonds relating to such Component) under the Lease attributable to such Component of the Property taken under the power of eminent domain and shall be paid to the Trustee in accordance with the terms of the Lease and the Trust Agreement.

SECTION 14. Default.

In the event that the Authority or its assignee shall be in default in the performance of any obligation on its part to be performed under the terms of this Property Lease, the City may exercise any and all remedies granted by law, except that no merger of this Property Lease and of the Lease shall be deemed to occur as a result thereof; provided, however, that the City shall have no power to terminate this Property Lease by reason of any default on the part of the Authority or its assignee. So long as any such assignee of the Authority or any successor in interest to the Authority shall duly perform the terms and conditions of this Property Lease, such assignee shall be deemed to be and shall become the tenant of the City hereunder and shall be entitled to all of the rights and privileges granted under any such assignment.

SECTION 15. [RESERVED]

SECTION 16. Compliance with Laws and Regulations.

(a) The City has, after due inquiry, no knowledge and has not given or received any written notice indicating that the Sites or the past or present use thereof or any practice, procedure, or policy employed by it in the conduct of its business materially violates 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, or restrictive covenants or other agreements affecting title to the Sites (collectively, "**Laws and Regulations**"). Without limiting the generality of the foregoing, neither the City nor, to the best of its knowledge, after due inquiry, any prior or present owner, tenant, or subtenant of any of the Sites has, other than as set forth in subsections (a) and (b) of this Section or as may have been remediated in accordance with Laws and Regulations, (i) used, treated, stored, transported, or disposed of 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 defined in CERCLA, RCRA, CWA, CAA, TSCA, and Title III, and the regulations promulgated pursuant thereto, and in all other Environmental Regulations applicable to the City, any of the Sites or the business operations conducted by the City thereon (collectively, "**Hazardous Materials**") on, from, or beneath the Sites, (ii) pumped, spilled, leaked, disposed of, emptied, discharged, or released (hereinafter collectively referred to as "**Release**") any material amount of Hazardous Materials on, from, or beneath the Sites, or (iii) stored any material amount of petroleum products at the Sites in underground storage tanks.

(b) Excluded from the representations and warranties in subsection (a) hereof with respect to Hazardous Materials are those Hazardous Materials in those amounts ordinarily found in the inventory of the respective users of each of the Components or used in the maintenance of each of the Components, the use, treatment, storage, transportation, and disposal of which has been and shall be in compliance with all Laws and Regulations.

(c) None of the Sites located in an area of high potential incidence of radon has an unventilated basement or subsurface portion that is occupied or used for any purpose other than the support of the improvements to such Sites.

(d) The City has not received any notice from any insurance company that has issued a policy with respect to the Sites 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 Sites. The City has not received any notice of default or breach that has not been cured under any covenant, condition, restriction, right of way, reciprocal easement agreement, or other easement affecting the Sites that is to be performed or complied with by it.

SECTION 17. Environmental Compliance.

(a) Neither the City nor the Authority shall use or permit the Sites 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 improvements on the Sites and then only in compliance with all Environmental Regulations and any state equivalent laws and 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 Release or threat of Release of Hazardous Materials on, from, or beneath the Sites or onto any other sites, excluding, however, those Hazardous Materials in those amounts ordinarily found in the inventory of the respective user of each of the Components, 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 of Hazardous Materials, the City shall promptly commence and perform, or cause to be commenced and performed promptly, without cost to the Trustee, all investigations, studies, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials so released, on, from, or beneath the Sites, 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 improvements on the Sites.

(b) The City and the Authority 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 Sites free and clear of any liens imposed pursuant thereto (provided, however, that any such liens, if not discharged, may be bonded). The City and the Authority shall cause each tenant under any lease, 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 Sites; provided, however, that, notwithstanding that a portion of this covenant is limited to the City's and the Authority's use of its best efforts, the Authority and the City shall remain solely responsible for ensuring such compliance and such limitation shall not diminish or affect in any way the City's and the Authority's obligations contained in subsection (c) hereof as provided in subsection (c) hereof. Upon receipt of any notice from any person with regard to the

Release of Hazardous Materials on, from, or beneath the Sites, the City and the Authority shall give prompt written notice thereof to the Authority [and the Bond Insurer, so long as the Bond Insurer is not in default in its payment obligations under the Bond Insurance Policy] (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 16 hereof is not true or correct, the City shall defend, indemnify, and hold harmless the Authority [, the Bond Insurer,] and the Trustee, and each of their respective 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 17), consultants' fees, investigation and laboratory fees, liabilities, settlements (five (5) Business Days' prior notice of which the Authority [, the Bond Insurer,] or the Trustee, as appropriate, shall have delivered to the City), 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 Sites, (ii) any personal injury (including wrongful death) or Sites 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 City [, the Bond Insurer,] or the Trustee, as appropriate, shall have delivered to the City), or governmental order relating to Hazardous Materials on, from, or beneath any of the Sites, (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 Authority or the City is strictly liable under any Environmental Regulation, its obligation to the Authority, the Trustee, [the Bond Insurer,] and the other indemnities under the foregoing indemnification shall likewise be without regard to fault on its part with respect to the violation of any Environmental Regulation that results in liability to any indemnitee. Its obligations and liabilities under this Section 17(c) shall survive any sale, assignment, or re letting of the leasehold estate in the Sites and the satisfaction and payment of all Bonds.

(d) The City and the Authority 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 18. Notices.

All notices, requests, demands, and other communications under this Property Lease by any person shall be in writing (unless otherwise specified herein) and shall be given, at the times, in the forms, via the delivery methods, to the parties, and at the addresses, and otherwise as set forth in and in accordance with, Section 10.03 of the Trust Agreement.

SECTION 19. Partial Invalidity.

If any one or more of the terms, provisions, promises, covenants, or conditions of this Property Lease shall to any extent be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Property Lease shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

SECTION 20. Governing Law.

This Property Lease shall be governed by the laws of the State of California.

SECTION 21. Execution in Counterparts.

This Property Lease may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which together shall constitute one and the same Property Lease.

SECTION 22. Amendment.

This Property Lease may be amended only in accordance with and as permitted by the terms of Section 6.02 of the Trust Agreement.

SECTION 23. Third-Party Beneficiary.

[To the extent that this Property Lease confers upon or gives or grants to the Bond Insurer, any right, remedy, or claim under or by reason of this Property Lease, the Bond Insurer is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right remedy or claim conferred, given, or granted hereunder.]

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed and attested this Property Lease by their officers thereunto duly authorized as of the day and year first above written.

CITY OF OXNARD

By: _____
Dr. Thomas E. Holden, Mayor

Attest:

Daniel Martinez, City Clerk

CITY OF OXNARD FINANCING AUTHORITY

By: _____
Dr. Thomas E. Holden, Chairman

Attest:

Daniel Martinez, Secretary

APPROVED AS TO FORM:

Alan Holmberg, City Attorney and
Authority General Counsel

APPROVED AS TO CONTENT:

James Cameron, City Chief Financial Officer and
Authority Controller

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Property Lease is hereby accepted by order of the City Council of the City of Oxnard adopted on May 17, 2011, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: June __, 2011

CITY OF OXNARD

By: _____
Dr. Thomas E. Holden, Mayor

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____
(here 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)

State of California

County of _____

On _____ before me, _____
(here 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)

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____
(here 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.

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WITNESS my hand and official seal.

Signature _____ (Seal)

State of California

County of _____

On _____ before me, _____
(here 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.

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Signature _____ (Seal)

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____
(here 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)

EXHIBIT A

Legal Description of the Original Components of the Property

[DESCRIBE COMPONENTS]