

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

Banner Bank
110 S. Ferrall Street
Spokane, Washington 99202
Loan No. 14018408

(SPACE ABOVE FOR RECORDER'S USE)

SUBORDINATION AGREEMENT
(City of Coachella)

THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN AND RESTRICTIVE COVENANTS ON THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT (this “**Agreement**”), dated for reference purposes as of _____, 2022, is entered into by and among TRIPOLI CIC, LP, a California limited partnership (“**Borrower**”), the CITY OF COACHELLA, a California municipal corporation (“**Subordinate Lender**”), and BANNER BANK, a Washington corporation, and its successors and/or assigns (“**Banner**”), as agent (in such capacity, “**Agent**”) for the California Municipal Finance Authority, a joint exercise of powers agency, duly organized and validly existing under the laws of the State of California (“**Issuer**”), under and pursuant to that certain Master Agency Agreement (as amended from time to time, the “**Master Agency Agreement**”) dated as of ///[May 1]///, 2023, between Issuer, as issuer, and Agent, as agent. Issuer and its successors in interest in and to this Agreement, acting through Agent during the term of Agent’s agency, and acting on their own behalf or through other agents thereafter, are referred to herein as “**Senior Lender**”).

A. Borrower has a fee interest in the real property described on Exhibit A, attached hereto and incorporated herein by reference (the “**Property**”).

B. Concurrent with the date herewith, Subordinate Lender has made a loan to Borrower in the total principal amount of \$_____ (the “**Subordinate Loan**”).

C. The Subordinate Loan is evidenced by that certain Affordable Housing Loan Agreement dated as of _____, 2023, by and between Borrower and Subordinate Lender (the “**Subordinate Loan Agreement**”), and that certain Promissory Note Secured By Deed of Trust dated as of _____, 2023 (the “**Subordinate Note**”), made by Borrower to the order of the Subordinate Lender, in the face principal amount of \$_____. The Subordinate Note is secured by that certain Deed of Trust Securing Affordable Housing Loan Agreement and Promissory Note dated as of _____, 2023 (the “**Subordinate Deed of Trust**”) made by Borrower as Trustor for the benefit of the Subordinate Lender as Beneficiary, which shall be recorded in the Official Records of the County of Riverside (“**Official Records**”) substantially concurrently herewith. Borrower and Subordinate Lender have also entered into that certain Agreement to Prepay Special Tax Obligation for City of Coachella Community Facilities District 2005-1 (“**Subordinate Tax Obligation Prepayment Agreement**”) and that certain Affordable Housing Regulatory Agreement (the “**Regulatory Agreement**”), each, dated as of _____, 2023, and recorded in the Official Records substantially concurrently herewith, imposing certain obligations and restrictions on the Property and relating to the Subordinate Loan.

D. Sections 3 and 5.b of the Regulatory Agreement are referred to herein as the “**Subordinated Regulatory Agreement Provisions**”.

E. The Subordinate Loan Agreement, the Subordinate Note, the Subordinate Deed of Trust, the Subordinate Tax Obligation Prepayment Agreement and the Subordinated Regulatory Agreement Provisions shall, collectively, be referred to herein collectively as the “**Subordinated Loan Documents**”. Except for the Subordinated Regulatory Agreement Provisions, the Regulatory Agreement is not a “Subordinated Loan Document”. The Regulatory Agreement, together with the Subordinated Loan Documents, are collectively referred to as “**City Documents**”.

F. Pursuant to that certain Construction and Term Loan Agreement dated as of even date herewith (the “**Senior Loan Agreement**”), executed by and between Borrower and Senior Lender, Senior Lender has agreed to make a tax-exempt loan (the “**Tax-Exempt Loan**”) to Borrower in the maximum principal amount of \$_____ and a taxable loan (the “**Taxable Loan**”, and together with the Tax-Exempt Loan, the “**Senior Loan**”) to Borrower in the maximum principal amount of \$_____, in order to enable Borrower to finance the construction of low-income multifamily residential apartments on the Property. The obligations of the Borrower in connection with the Senior Loan Agreement are evidenced by that certain Promissory Note (Tax-Exempt Loan) dated as of even date herewith (the “**Tax-Exempt Note**”), made by Borrower to the order of Senior Lender in the face principal amount of the Tax-Exempt Loan and that certain Promissory Note (Taxable Loan) dated as of even date herewith (the “**Taxable Note**”, and together with the Tax-Exempt Note, the “**Senior Note**”), made by Borrower to the order of Senior Lender in the face principal amount of the Taxable Loan, and are secured by, among other things, that certain Construction Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing executed as of even date herewith (the “**Senior Deed of Trust**”), by Borrower, as Trustor, naming UPF Washington, Incorporated, as Trustee, and Senior Lender, as Beneficiary. The Senior Deed of Trust shall be recorded substantially concurrently herewith in the Official Records. The Senior Loan Agreement, the Senior Deed of Trust, the Senior Note and all other documents defined in the Senior Loan Agreement as “Loan Documents” are hereinafter collectively referred to as “**Senior Loan Documents**”. Any capitalized terms used but not defined herein shall have the meaning set forth in the Senior Loan Agreement.

G. As a condition to Senior Lender making the Senior Loan secured by the Senior Deed of Trust, Senior Lender requires that the Senior Deed of Trust be unconditionally and at all times remain a lien or charge upon the Property, prior and superior to all the rights of Subordinate Lender secured by the Subordinate Deed of Trust, the repayment of the Subordinate Loan and Subordinate Lender’s rights under the Subordinated Loan Documents (notwithstanding any language to the contrary contained in the City Documents) and, subject to the terms hereof, that Subordinate Lender specifically and unconditionally subordinates the Subordinate Deed of Trust, the repayment of the Subordinate Loan and Subordinate Lender’s rights under the Subordinated Loan Documents to the lien or charge of the Senior Deed of Trust, the repayment of the Senior Loan and the other Senior Loan Documents.

H. Subordinate Lender and Borrower agree to the above-referenced subordination in favor of Senior Lender.

THEREFORE, for valuable consideration and to induce Senior Lender to make the Senior Loan, Borrower and Subordinate Lender hereby agree for the benefit of Senior Lender as follows:

1. The Senior Deed of Trust securing the Senior Note in favor of Senior Lender, and any modifications, renewals or extensions thereof, together with Senior Lender’s right to repayment of the Senior Loan and Senior Lender’s rights under any other Senior Loan Documents shall unconditionally be and at all times remain a lien or charge on the Property prior and superior to the Subordinated Loan

Documents, the repayment of the Subordinate Loan and Subordinate Lender's rights under the Subordinated Loan Documents (notwithstanding any language to the contrary contained in the City Documents) subject to the terms of this Agreement. Notwithstanding the foregoing, however, Senior Lender acknowledges and agrees that no modification or amendment of the Senior Loan Documents that has the effect of increasing the amount of principal of the Senior Loan (exclusive of protective advances, accrued and unpaid interest, fees, costs and other similar amounts due to Senior Lender pursuant to the Senior Loan Documents which would, if unpaid, be added to the principal amount), increasing the interest rate applicable under the Senior Note (except as expressly contemplated in the Senior Note), or decreasing the term of the Senior Loan, shall be effective without the prior written consent and approval of Subordinate Lender.

2. This Agreement shall be the whole agreement with regard to the subordination of the Subordinated Loan Documents, the repayment of the Subordinate Loan and Subordinate Lender's rights under the Subordinated Loan Documents as such relate specifically to the lien or charge of the Senior Deed of Trust together with Senior Lender's right to repayment of the Senior Loan and Senior Lender's rights under any other Senior Loan Documents and shall supersede and cancel, but only insofar as would affect the priority of the Senior Deed of Trust, any prior agreements as to such subordination, including, without limitation, those provisions, if any, contained in the City Documents which provide for the subordination of the Subordinate Deed of Trust or any other Subordinated Loan Documents to a deed or deeds of trust or to a mortgage or mortgages.

3. Borrower and Subordinate Lender each makes the following representations and warranties to Senior Lender:

a. The Subordinate Loan is evidenced by the Subordinate Loan Agreement and the Subordinate Note and is secured by the Subordinate Deed of Trust;

b. Subordinate Lender is not an affiliate of Borrower and is not in possession of any facts which would lead it to believe that Senior Lender is an affiliate of Borrower;

c. The term of the Subordinate Note does not end before the stated term of the Senior Note;

d. The executed City Documents are substantially in the same forms as those submitted to, and approved by, Senior Lender prior to the date of this Agreement. Upon execution and delivery of the City Documents, Borrower shall deliver to Senior Lender an executed copy of each of the City Documents, certified to be true, correct and complete; and

e. Upon execution and delivery of the Senior Loan Documents, Borrower shall deliver to Subordinate Lender an executed copy of each of the Senior Loan Documents, certified to be true, correct and complete.

4. Subject to the provisions of Sections 2 and 6 hereof, Subordinate Lender and Borrower further declare, agree and acknowledge for the benefit of Senior Lender, that:

a. Senior Lender, in making disbursements pursuant to the Senior Loan Agreement, is under no obligation or duty to, nor has Senior Lender represented that it will, see to the application of such proceeds by the person or persons to whom Senior Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;

b. Subordinate Lender intentionally and unconditionally subordinates the liens of the Subordinate Deed of Trust and the other Subordinated Loan Documents against the Property to the lien or charge of the Senior Deed of Trust upon the Property and understands that in reliance upon, and in consideration of, this subordination, specific loans and advances are being and will be made by Senior Lender and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination;

c. Except as otherwise provided herein, Subordinate Lender consents to any agreement or arrangement in which Senior Lender waives, postpones, extends, reduces or modifies any provisions of the Senior Loan Documents, including any provision requiring the payment of money. Notwithstanding the foregoing, however, Senior Lender acknowledges and agrees that no modification or amendment of the Senior Loan Documents that has the effect of increasing the amount of principal of the Senior Loan, increasing the interest rate applicable under the Senior Note, or decreasing the term of the Senior Loan, shall be effective without the prior written consent and approval of Subordinate Lender;

d. Borrower and Subordinate Lender each agree that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of Senior Lender in each instance, increase the amount of the Subordinate Loan (exclusive of protective advances, accrued and unpaid interest, fees, costs and other similar amounts due to Subordinate Lender pursuant to the Subordinate Loan Documents which would, if unpaid, be added to the principal amount), increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, or increase the interest rate on the Subordinate Loan (except as expressly contemplated in the Subordinate Note), Any unauthorized amendment of the Subordinated Loan Documents or assignment of Subordinate Lender's interest in the Subordinate Loan without Senior Lender's consent shall be void *ab initio* and of no effect whatsoever;

e. In an Event of Default or default of Borrower under the City Documents (each, a "**Subordinate Loan Default**"), Subordinate Lender shall deliver to Senior Lender a copy of any notice of default delivered to Borrower in connection therewith (each, a "**Subordinate Loan Default Notice**"), concurrently with delivery to Borrower of the same. In such event, Senior Lender has the right, but not the obligation, to cure the noticed Subordinate Loan Default by ninety (90) days after the later of (i) expiration of any notice and cure period afforded Borrower pursuant to the City Documents or (ii) the date Senior Lender receives a copy of the notice of default (the "**Senior Lender Cure Period**"). Borrower and Subordinate Lender agree that a Subordinate Loan Default shall constitute a Senior Loan Default (as defined in Section 6(a) below) under the Senior Loan Documents and Senior Lender shall have the right to exercise all rights or remedies under the Senior Loan Documents in the same manner as in the case of any other Senior Loan Default. If Subordinate Lender notifies Senior Lender in writing that any Subordinate Loan Default of which Senior Lender has received a Senior Loan Default Notice (as defined in Section 6(a) below) has been cured or waived, as determined by Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Property pursuant to its rights under the Senior Loan Documents, any Senior Loan Default under the Senior Loan Documents arising solely from such Subordinate Loan Default shall be deemed cured, and the Senior Loan shall be reinstated, provided, however, that Senior Lender shall not be required to return or otherwise credit for the benefit of Borrower any default rate interest or other default related charges or payments received by Senior Lender during such Senior Loan Default;

f. Borrower agrees that, after it receives a Senior Loan Default Notice (or otherwise acquires knowledge) of a Senior Loan Default, it will not make any payments under or pursuant to the Subordinated Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorneys' fees, or any other sums secured by the Subordinated Loan Documents) without Senior Lender's prior written consent. Subordinate Lender agrees that, after it receives a Senior Loan Default Notice from Senior Lender with written instructions directing Subordinate Lender not to accept payments from Borrower on account of the Subordinate Loan, it will not accept any payments under or pursuant to the Subordinated Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorneys' fees, or any other sums secured by the Subordinated Loan Documents) without Senior Lender's prior written consent. If Subordinate Lender receives written notice from Senior Lender that the Senior Loan Default which gave rise to Subordinate Lender's obligation not to accept payments has been cured, waived, or otherwise suspended by Senior Lender, the restrictions on payment to Subordinate Lender in this Section 4(f) shall terminate, and Senior Lender shall have no right to any subsequent payments made to Subordinate Lender by Borrower prior to Subordinate Lender's receipt of a new Senior Loan Default Notice from Senior Lender in accordance with the provisions of this Section 4(f);

g. If, after Subordinate Lender receives a Senior Loan Default Notice from Senior Lender in accordance with Section 6(a) below, Subordinate Lender receives any payments under the Subordinated Loan Documents, Subordinate Lender agrees that such payment or other distribution will be received and held in trust for Senior Lender and, unless Senior Lender otherwise notifies Subordinate Lender in writing, will be promptly remitted in kind to Senior Lender and properly endorsed to Senior Lender to be applied to the principal of, interest on and other amounts due under the Senior Loan Documents in accordance with the provisions of the Senior Loan Documents. By executing this Agreement, Borrower specifically authorizes Subordinate Lender to endorse and remit any such payments to Senior Lender, and specifically waives any and all rights to have such payments returned to Borrower or credited against the Subordinate Loan. Borrower and Senior Lender acknowledge and agree that payments received by Subordinate Lender and remitted to Senior Lender under this Section 4(g) shall not be applied or otherwise credited against the Subordinate Loan, nor shall the tender of such payment to Senior Lender waive any Event of Default or other default under the Subordinated Loan Documents which may arise from the inability of Subordinate Lender to retain such payment or apply such payment to the Subordinate Loan;

h. If a Subordinate Loan Default occurs and is continuing, Subordinate Lender agrees that, without Senior Lender's prior written consent, Subordinate Lender will not commence foreclosure proceedings with respect to the Property under the Subordinated Loan Documents or exercise any other rights or remedies it may have under the Subordinated Loan Documents, including, but not limited to, accelerating the Subordinate Loan (and enforcing any "due on sale" provision included in the Subordinated Loan Documents), collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder unless and until it has delivered a Subordinate Loan Default Notice to Senior Lender and the Senior Lender Cure Period has expired; provided, however, that during the Senior Lender Cure Period, Subordinate Lender shall be entitled to exercise and enforce all other rights and remedies available to Subordinate Lender under the City Documents and/or under applicable laws, including without limitation, rights to (i) compute interest on all amounts due and payable under the Subordinate Loan at the default rate described in the Subordinated Loan Documents, (ii) compute prepayment premiums and late charges, (iii) enforce against any person, other than Borrower and any guarantors or indemnitors under the Subordinated Loan Documents, any guaranty of the obligations of Borrower under the Subordinate Loan, and (iv) seek specific

performance to enforce covenants and agreements of Borrower relating to income, rent, or affordability restrictions contained in the Regulatory Agreement.

i. To the extent that Borrower makes a payment to Senior Lender or Senior Lender receives any payment or proceeds of the collateral securing the Senior Loan for Borrower's benefit, which payment or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable doctrine, then, to the extent of such payment or proceeds received and not retained by Senior Lender, Subordinate Lender's obligations intended to be satisfied thereby and this Agreement shall be reinstated and continue in full force and effect until full and final payment shall have been made to Senior Lender. Subordinate Lender agrees to hold in trust for Senior Lender and promptly remit to Senior Lender any payments received by Subordinate Lender after such invalidated, rescinded or returned payment was originally made.

5. Subordinate Lender hereby consents to the Senior Loan, the terms and provisions of the Senior Loan Documents and the execution and delivery by Borrower to Senior Lender of the Senior Loan Documents.

6. In consideration of Subordinate Lender's covenants and agreements contained in this Agreement, Senior Lender hereby agrees for the benefit of Subordinate Lender as follows:

a. In the event of any default of Borrower under the Senior Loan Documents (each, a "**Senior Loan Default**"), Senior Lender shall deliver to Subordinate Lender a copy of any notice of default delivered to Borrower in connection therewith (each, a "**Senior Loan Default Notice**"), concurrently with delivery to Borrower of the same. In such event, Subordinate Lender has the right, but not the obligation, to cure the noticed default by ninety (90) days after the later of (i) expiration of any notice and cure period afforded Borrower pursuant to the Senior Loan Documents or (ii) the date Subordinate Lender receives a copy of the Senior Loan Default Notice (the "**Subordinate Lender Cure Period**"), provided that Senior Lender shall have the continuing right to record a notice of default and/or obtain a court-ordered receiver and the Subordinate Lender Cure Period shall not toll or extend the statutory cure period after Senior Lender's recordation of such a notice of default. If, however, Senior Lender elects to record a notice of default prior to expiration of the Subordinate Lender Cure Period, then Senior Lender shall not have the right to demand from Subordinate Lender any fees or costs incurred by Senior Lender in pursuing its foreclosure or judicial remedies unless Senior Lender has first obtained the written consent of Subordinate Lender to Senior Lender's action.

b. Notwithstanding anything to the contrary contained herein, Senior Lender further acknowledges and agrees that it shall not complete a foreclosure sale of the Property or record a deed-in-lieu of foreclosure with respect to the Property (each, a "**Foreclosure Remedy**") unless Subordinate Lender has first been given ninety (90) days written notice of the Event(s) of Default giving Subordinate Lender the right to complete such Foreclosure Remedy, and unless Subordinate Lender has failed, within such ninety (90) day period, to cure such Event(s) of Default; provided, however, that Senior Lender shall be entitled during such ninety (90) day period to continue to pursue all of its rights and remedies under the Senior Loan Documents, including, but not limited to, acceleration of the Senior Loan (subject to any de-acceleration provisions specifically set forth in the Senior Loan Documents), commencement and pursuit of a judicial or non-judicial foreclosure (but not completion of the foreclosure sale), appointment of a receiver, enforcement of any guaranty (subject to any notice and cure provisions contained therein), and/or enforcement of any other Senior Loan Document. In the event Senior Lender has

accelerated the Senior Loan and Subordinate Lender cures all Events of Default giving rise to such acceleration within the ninety (90) day cure period described above, such cure shall have the effect of de-accelerating the Senior Loan; provided, however, that such de acceleration shall not waive or limit any of Senior Lender's rights to accelerate the Senior Loan or exercise any other remedies under the Senior Loan Documents as to any future or continuing Events of Default. It is the express intent of the parties hereunder that Senior Lender shall have the right to pursue all rights and remedies except completion of a Foreclosure Remedy without liability to Subordinate Lender for failure to provide timely notice to Subordinate Lender required hereunder, and that Senior Lender's liability hereunder shall be expressly limited to actual and consequential damages to Subordinate Lender directly caused by Senior Lender's completion of a Foreclosure Remedy without Subordinate Lender receiving the notice and opportunity to cure described above. Senior Lender shall give Subordinate Lender written notice at the address set forth below or such other address as Subordinate Lender may instruct Senior Lender in writing from time to time:

City of Coachella
53-990 Enterprise Way
Coachella, CA 92236
Attention: City Manager

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

8. Special Provisions Regarding Regulatory Agreement.

a. Notwithstanding anything to the contrary set forth in the Regulatory Agreement, in no event shall Senior Lender (or any assignee or designee of Senior Lender that forecloses on the Property or accepts a deed in lieu of foreclosure) or any subsequent owner of the Property following a foreclosure or acceptance of a deed in lieu of foreclosure as to the Senior Loan, be liable to Subordinate Lender for amounts which are the result of an act or a failure to act which occurs prior to the date Senior Lender (or such designee or assignee) acquires title to the Property by foreclosure or deed in lieu of foreclosure.

9. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when hand-delivered, or two business days after deposit in the U.S. mail, postage prepaid, to the parties at the addresses set forth below, or to such other place as a Party may from time to time designate for itself by notice to the other parties. No successor or assign of a Party shall be entitled to notices or opportunity to cure defaults hereunder unless notice of the transfer is given in accordance with this subsection.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT HERETO.

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

SUBORDINATE LENDER:

CITY OF COACHELLA,
a California municipal corporation

By: _____
Gabriel Martin, City Manager

APPROVED AS TO FORM:

By: _____
Carlos Campos, City Attorney

BORROWER:

TRIPOLI CIC, LP,

a California limited partnership

By: Pacific Southwest Community Development Corporation,
a California nonprofit public benefit corporation,
its Managing General Partner

By: _____
Juan P. Arroyo
Executive Vice President

By: CIC Tripoli, LLC,
a California limited liability company,
its Administrative General Partner

By: Chelsea Investment Corporation,
a California corporation,
its Manager

By: _____
Cheri Hoffman
President

SENIOR LENDER:

BANNER BANK,

a Washington corporation, as Agent under
the Master Agency Agreement dated as of
May 1, 2023, between Agent and Issuer

By: _____
Waheed Karim
Vice President

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)
) ss
County of _____)

On _____, 2023 before me, _____,
a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(SEAL)

ACKNOWLEDGMENT

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State of California)
) ss
County of _____)

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

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Signature _____

(SEAL)

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Signature _____

(SEAL)

ACKNOWLEDGMENT

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State of California)
) ss
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

(SEAL)

EXHIBIT A
LEGAL DESCRIPTION