



AGENDA REPORT

Meeting Date: May 4, 2010
Item Number: F-11
To: Honorable Mayor and City Council
From: Brenda Lavender, Real Estate & Property Manager *B.Lavender*
Subject: OFFICE LEASE AND MEMORANDUM OF LEASE BY AND BETWEEN THE CITY OF BEVERLY HILLS AND WALLIS ANNENBERG CENTER FOR THE PERFORMING ARTS.
Attachments:
1. Office Lease
2. Memorandum of Lease

RECOMMENDATION

It is recommended that City Council approve the Office Lease and Memorandum of Lease by and between the City of Beverly Hills and the Wallis Annenberg Center for the Performing Arts. A copy of the lease is on file with the City Clerk.

INTRODUCTION

Wallis Annenberg is leasing the second floor lunchroom area at City Hall as their interim office location during the construction of the new Performing Arts Center. The construction for the Performing Arts Center will take approximately two years to complete. The historical building will not be available for the administrative staff during construction; necessitating interim office space. The City's current lunchroom area provides a great option because of its close proximity to project.

It should be noted that the employee lunch space will be relocated to City Hall as part of the current remodel project and is expected to be completed in August. The new employee lunch space will be on the 2nd floor in the space currently occupied by the City Clerk's office.

DISCUSSION

The lease term is two (2) years with one option to extend it for six (6) months subject to the completion of construction. Wallis Annenberg will pay \$1,500 monthly for the 795 square feet space. Wallis Annenberg will be required to secure parking outside of Civic Center. In order to provide this space to Wallis Annenberg the employee lunchroom

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must close to City employees and all of the City furniture and equipment must be removed by April 30, 2010.

FISCAL IMPACT

There is no out of pocket expense to the City for this lease. The annual revenue for this lease is \$18,000.



Scott G. Miller, Director of
Administrative Services, CFO

Approved By

Attachment 1

Office Lease

OFFICE LEASE

1. DATE; PARTIES. This Office Lease is dated as of May 4, 2010 and is entered into by and between the CITY OF BEVERLY HILLS, a municipal corporation ("City") as City and the WALLIS ANNENBERG CENTER FOR THE PERFORMING ARTS, a California nonprofit public benefit corporation ("Tenant").

2. PREMISES; COMMON AREA. City hereby leases to Tenant, and Tenant hereby leases from City, the premises ("Premises") outlined on Exhibit "A" attached hereto located in the building at 444 N. Rexford Drive, Beverly Hills, California (the "Building"). City makes no warranties or representations, express or implied, regarding the condition of the Premises and Tenant shall take possession of the Premises in its current "as is" condition.

As used herein, the term "Common Area" shall mean all areas within the exterior boundaries of the parcel of land on which the Building is located that is now or later made available for the general use of City, other persons entitled to occupy the Building, and the public, and the term "Project" shall mean the Building together with the parcel of land on which the Building is located. Tenant understands and acknowledges that, although included within the definition of "Common Area" herein, the parking structure and related facilities for the Project may, at City's sole and absolute option and in accordance with applicable laws and governmental requirements, be available and open to the general public for parking. City shall have the right to (a) utilize from time to time any portion of the Common Area for promotional, entertainment and related matters; (b) place permanent or temporary kiosks, displays, carts and stands in the Common Area and to lease same to tenants; (c) restrain the use of the Common Area by unauthorized persons; (d) temporarily close any portion of the Common Area for repairs, improvements or Alterations, to discourage non-customer use, to prevent dedication or an easement by prescription or for any other reason deemed sufficient in City's reasonable judgment; and (e) renovate, upgrade or change the shape and size of the Common Area or add, eliminate or change the location of improvements to the Common Area including, without limitation, buildings, parking areas, roadways and curb cuts, and to construct buildings on the Common Area.

3. TERM; EXTENSIONS. The term of this Lease ("Term") shall be two years, commencing on May 4, 2010 (the "Commencement Date"); provided, however, that if Tenant is not then in default, Tenant may extend the initial Term by six (6) months by giving City written notice of Tenant's election to so extend the Term no later than six (6) months prior to the expiration of the initial Term, and provided, further, that if Tenant is not then in default, Tenant may terminate this Lease upon sixty (60) days' prior written notice in the event that Tenant's construction of the Wallis Annenberg Center for the Performing Arts is completed prior to the date that is sixty (60) days prior to the expiration of the Term or if Tenant decides to relocate to other office space. All of the terms of this Lease shall apply to any such extension term (except that Tenant shall have no option to further extend the term of this Lease).

4. RENT. During the Term, Tenant shall pay to City as monthly rent, without deduction, setoff, notice or demand, the sum of \$1,500, in advance, on the first day of each month.

5. USE. Tenant shall use said Premises solely for general office purposes and no other use without the prior, express, written consent of City in its sole and absolute discretion.

6. ALTERATIONS AND IMPROVEMENTS. Tenant must obtain City's written approval with respect to any changes, alterations or additions to the Premises. City's approval process will be in addition to any municipal code, regulatory and legal requirements. All alterations, additions, or changes to be made to the structure or improvements on the Premises shall be under the supervision of a competent architect or competent licensed structural engineer and made in accordance with the plans and specifications with respect thereto, and all work must be done in a good and workmanlike manner and diligently prosecuted to completion.

7. MAINTENANCE. Except for damage caused by Tenant or its contractors, agents, and licensees, City shall, at its sole cost and expense, maintain the Premises (including plumbing, heating, HVAC and electrical systems) in good order, condition, and repair; provided, however, that Tenant shall provide janitorial services for the Leased Premises at Tenant's cost and expense.

8. ASSIGNMENT AND SUBLETTING. Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest herein, or any right or privilege appurtenant hereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the Premises, or any portion thereof, without first obtaining the written consent of City, which consent may be withheld in the City's sole and absolute discretion. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease, whether or not the term of the Lease is extended by the assignee or sublessee. Any such assignment or subletting without such consent shall be void, and shall, at the option of the City, constitute a default under this Lease.

9. INDEMNIFICATION. Tenant shall indemnify and hold harmless City, the City Council and each member thereof, and City's officers, employees and agents (all collectively referred to as "Indemnitee") against and from any and all claims, losses, damages, liabilities, costs and expenses (including attorneys' fees and costs) to the extent arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work, or other things done, suffered by the Tenant in or about the Premises (excluding acts and omissions by Landlord or Landlord's contractors). If any action or proceeding be brought against any Indemnitee by reason of any such claim, Tenant, upon notice from any Indemnitee, shall defend the Indemnitees at Tenant's expense, by counsel reasonably satisfactory to Indemnitees. Tenant shall give prompt notice to City in case of casualty or accidents in the Premises.

10. INSURANCE. Tenant shall, during the Term hereof, at its sole cost and expense, maintain and keep in full force and effect the following insurance:

(i) With the exception of flood or earthquake coverage, Special Form property insurance (including a vandalism and malicious mischief endorsement and sprinkler leakage coverage) upon any improvements involving tenant, and all of Tenant's personal

property, trade fixtures, furniture and equipment in the Premises, in an amount not less than one hundred percent (100%) of the full replacement cost thereof.

(ii) Business interruption and special damage coverage for interruptions to Tenant's operations of at least twelve (12) months.

(iii) Commercial general liability insurance coverage, including personal injury, bodily injury, broad form property damage, automobile, Premises operations hazard, contractual liability (covering the indemnity contained in Section 9, excluding willful misconduct and intentional acts of the insured to the extent not typically covered by a standard CGL policy), and products and completed operations liability, with a combined single limit of not less than Two Million Dollars (\$2,000,000.00). Such insurance shall name Tenant as named insured thereunder and shall name Landlord as additional insured thereunder, shall contain a cross liability endorsement (which may exclude willful misconduct and intentional acts of the insured to the extent not typically covered by a standard CGL policy), and shall be primary and non-contributing with respect to any insurance maintained by Landlord. Such liability insurance shall insure Tenant and each additional insured for (1) the actions of Tenant and/or any of Tenant's employees, agents, representatives, contractors and/or invitees, (2) Alterations to, and occurrences in, the Premises, and (3) the use or operation of the Premises. Landlord shall have the right, from time to time, to require an increase in such liability insurance limit in good faith.

(iv) Workers' Compensation Insurance coverage in form and amounts as required by applicable Law. Employer's Liability Insurance in an amount not less than \$1,000,000 per occurrence and in the aggregate.

(v) Any other form or forms of insurance as Landlord reasonably may require in good faith from time to time.

The minimum limits of insurance set forth in this Section are not intended to limit the liability of Tenant under this Lease. All policies of insurance maintained by Tenant under this Section, shall be taken out with insurance companies holding a General Policyholders Rating of "A-" and a Financial Rating of "VIII" or better, as set forth in the most current issue of Best's Insurance Reports. As soon as practicable after the placing of the required insurance, but prior to the date Tenant takes possession of all or any part of the Premises, Tenant shall deliver to Landlord certificates evidencing the existence of the amounts and forms of coverage required hereunder. No such policy shall be cancelable or reducible in coverage below amounts required hereunder except after at least thirty (30) days' prior written notice to Landlord. Tenant shall, within thirty (30) days prior to the expiration of such policies, furnish Landlord with certificates of renewals or binders thereof; provided that if Tenant fails to furnish the same, Landlord may, after five (5) days prior written notice to Tenant, obtain such insurance and Tenant shall reimburse Landlord for the cost thereof within thirty (30) days after written demand. Tenant may satisfy its insurance obligations under this Lease by blanket, umbrella and/or, as to liability coverage in excess of One Million Dollars (\$1,000,000), excess liability coverage, so long as the coverage afforded under the applicable policy is not reduced or diminished as a result thereof.

Tenant intends that its property loss risks shall be borne by its insurance carrier, and Tenant hereby agrees to look solely to, and seek recovery only from, its insurance carrier in the event of a property loss. The parties each hereby waive all rights and claims against each other for such losses, and waive all rights of subrogation of their respective insurers, provided such waiver of subrogation shall not affect the right to the insured to recover thereunder. The parties agree that their respective insurance policies are now, or shall be, endorsed such that the waiver of subrogation shall not affect the right of the insured to recover thereunder, so long as no material additional premium is charged therefor.

11. UTILITIES. Landlord shall provide and pay for utilities.

12. SIGNS. Tenant shall not, without City's prior written approval, install or affix any lighting or plumbing fixtures, shades, awnings, or decorations (including exterior painting), signs, lettering, placards, or the like on the exterior of Premises; display or sell merchandise on, or otherwise obstruct, any area outside the exterior walls of the Premises; or cause or permit to be used any advertising, loudspeakers, unusually bright or flashing lights, and similar devices which may be seen or heard outside the Premises.

13. COMPLIANCE WITH LAW. Tenant, at its expense, shall comply promptly with all applicable laws, ordinances, regulations, and orders of any governmental authority pertaining to the Premises or Tenant's use or occupancy of the Premises or improvement of the Premises (including laws, ordinances, regulations and orders pertaining to non-structural improvements required by law, the location and maintenance of trade fixtures, equipment, and other personal property; the conduct of Tenant's employees; preparation, storage, and service of food and drink, and the like, but excluding new laws or changes in laws that require improvements to the structural components of the Premises).

14. RIGHT OF ACCESS. The City and City's officers, employees, and agents shall at all reasonable times have the right to enter the Premises for the purpose of inspecting the same, posting notices of non-responsibility or any other notices required by law for the protection of the City, doing any work that City is permitted or required to perform under this Lease, and making any reasonable repairs which the City determines may be required. Tenant shall furnish City with a pass key to the Premises which the City shall use only in case of emergency to prevent or investigate a crime, or in such cases where access is necessary to prevent damage to the Building or to the Premises or to make repairs necessary to ensure continuous operation of the Building. City shall have the right to enter the Premises and post "For Lease" or "For Rent" signs in any windows of the Premises: (i) during any period while Tenant is in default, and (ii) after delivery of any notice of termination. In conducting its activities on the Premises as allowed in this section City shall use good faith efforts to attempt to minimize the inconvenience, annoyance, or disturbance to Tenant.

15. TAXES. Tenant shall pay or cause to be paid, before delinquency, any and all taxes levied and assessed which become payable during the term hereof against its interest in the Premises, upon improvements made by Tenant, or any equipment, furniture, fixtures, and any other personal property located in or on the Premises, or which become a lien against the Premises or Tenant's interest therein. **TENANT RECOGNIZES AND UNDERSTANDS THAT THIS LEASE MAY CREATE A POSSESSORY INTEREST SUBJECT TO**

PROPERTY TAXES LEVIED UPON SUCH INTEREST, AND THAT IN SUCH EVENT TENANT SHALL BE OBLIGATED TO PAY SUCH TAX OR PURSUE AN EXEMPTION.

16. RULES AND REGULATIONS. Tenant shall faithfully observe and comply with the rules and regulations that City shall from time to time promulgate and/or modify. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant. City shall not be responsible to Tenant for the nonperformance of any said rules and regulations by any other lessees or occupants of the Building.

17. TENANT'S DEFAULT. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant the failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Tenant; (i) Failure to make a payment required hereunder within five (5) business days after written notice of payment default from City, (ii) Tenant's failure to comply with any other provisions of this Lease where such failure shall continue for a period of thirty (30) days after written notice thereof by City to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

18. REMEDIES UPON TENANT DEFAULT. In the event of any such default or breach by Tenant, City may at any time thereafter, in its sole discretion, with or without notice or demand and without limiting City in the exercise of a right or remedy which City may have by reason of such default or breach terminate Tenant's right to possession of the Premises by written notice to Tenant, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to City. City may also pursue any other remedy now or hereafter available to City under the laws or judicial decisions of the State of California.

19. DEFAULT BY CITY. City shall not be in default unless City fails to perform obligations required of City within thirty (30) days after written notice by Tenant to City specifying wherein City has failed to perform such obligation; provided, however, that if the nature of City's obligation is such that more than thirty (30) days are required for performance then City shall not be in default if City commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

20. DAMAGE; RECONSTRUCTION. In the event the Premises are damaged by fire or other perils, City may terminate this Lease by written notice to Tenant.

21. EMINENT DOMAIN. If any portion of the Building or the Premises shall be taken or appropriated by any authority under the power of eminent domain, City may terminate this Lease by written notice to Tenant.

22. PAYMENTS AND NOTICES. All rental payments hereunder shall be paid by Tenant to the Office of the Cashier of the City at 455 North Rexford Drive, Beverly Hills, California 90210 or at such other address or to such other persons as the City may from time to time designate in writing, and all notices delivered (separately) to the City Clerk of City and to

the Chief Financial Officer of City at 455 North Rexford Drive, Beverly Hills, California 90210, or at such other addresses or to such other persons as the City may from time to time designate in writing. All notices given by City to Tenant hereunder shall be in writing and delivered to Tenant at the Premises.

23. **SUCCESSORS.** Each and every one of the terms, covenants, and conditions of this Lease shall inure to the benefit of and shall bind, as the case may be, not only the parties hereto but each and everyone of the heirs, executors, administrators, successors, assigns, and legal representatives of the parties hereto; provided, however, that any subletting or assignment by Tenant of the whole or any part of the Premises or any interest therein shall be subject to the provisions of Section 9 of this Lease.

24. **HOLDING OVER.** If Tenant, with City's prior written consent, remains in possession of the Premises after expiration or termination of the term, or after the date in any notice given by City to Tenant terminating this Lease, such possession by Tenant shall be deemed to be tenancy at will (or as otherwise expressly agreed by City in its written consent), terminable upon notice given at any time by either Party, at a monthly rental equal to the greater of: (i) 150% of the monthly rents in effect prior to the expiration of the term or (ii) the fair rental value of the Premises as determined by City in its good faith discretion. All provisions of this Lease except those pertaining to rent and term shall apply to the tenancy.

25. **NOTICE PRIOR TO EXPIRATION; SURRENDER.** At the expiration or termination of the term of this Lease, Tenant shall surrender the Premises to the City in the same condition as received, reasonable wear and tear excepted; provided, however, that: (i) all of Tenant's machinery, equipment and other trade fixtures shall remain Tenant's property and Tenant may remove the Personal Property, provided Tenant removes such machinery, equipment, trade fixtures and Personal Property at Tenant's cost prior to the expiration of the Term or within thirty (30) days after any earlier termination of the Term; and (ii) City may require Tenant to remove all fixtures, personal property and alterations installed by Tenant and/or the Personal Property by written notice given at least thirty (30) days prior to the expiration of the Term or concurrently with City's termination notice, as applicable.

26. **GENERAL PROVISIONS.**

A. **Waiver.** The waiver by City of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The acceptance of rent hereunder by City shall not be deemed to be a waiver of any default by Tenant of any term, covenant or condition herein contained, regardless of City's knowledge of such default at the time of the acceptance of such rent.

B. **Time.** Time is of the essence of this Lease and each and all of its provisions.

C. **Prior Agreements.** This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose.

D. Inability to Perform. This Lease and the obligations of the Tenant hereunder shall not be affected or impaired because the City is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of nature, or any cause beyond the reasonable control of the City.

E. Partial Invalidity. Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

F. City's Approvals. Neither City's execution of this Lease nor any consent or approval given by City hereunder in its capacity as City shall waive, abridge, impair or otherwise affect City's powers and duties as a governmental body. Any requirements under this Lease that Tenant obtain consents or approvals of City are in addition to and not in lieu of any requirements of law that Tenant obtain approvals or permits.

G. Brokers. Tenant represents and warrants that it has not had any dealings with realtors, brokers or agents in connection with the negotiation of this Lease.

H. Authority to Sign. Each of the persons executing this Lease on behalf of Tenant hereby represent and warrant to the City that they have due authority to so execute this Lease and thereby bind Tenant to the terms of this Lease.

Executed as of the date first written above.

CITY:
CITY OF BEVERLY HILLS,
a municipal corporation

ATTEST:

BYRON POPE,
City Clerk

By: _____
JIMMY DELSHAD,
Mayor

~~BYRON POPE,~~
~~City Clerk~~

Approved as to content:

JEFFREY KOLIN,
City Manager



SCOTT MILLER,
Director of Administrative Services/CFO

APPROVED AS TO FORM:

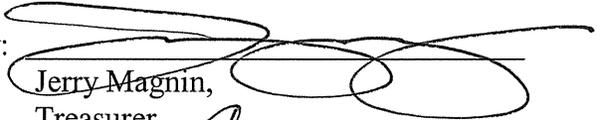


LAURENCE WIENER,
City Attorney

TENANT:

WALLIS ANNENBERG CENTER FOR THE
PERFORMING ARTS, a California nonprofit
public benefit corporation (formerly known as the
Beverly Hills Cultural Center Foundation)

By: _____



Jerry Magnin,
Treasurer

By: _____

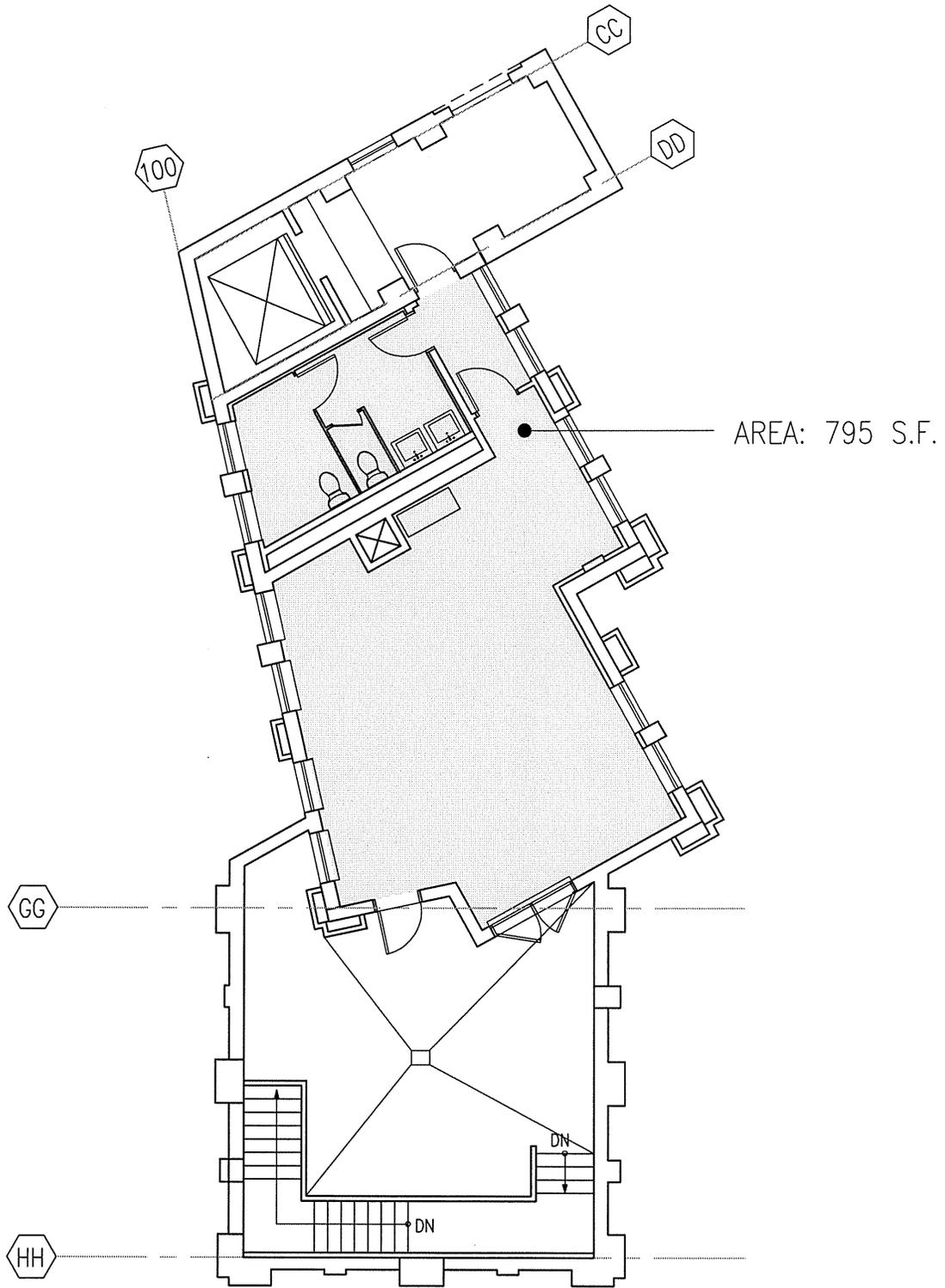


Lou Moore,
Executive Director

EXHIBIT "A"

DESCRIPTION OF LEASED PREMISES

[Attached.]



PARTIAL SECOND FLOOR PLAN

SCALE: 3/32" = 1' - 0"

Attachment 2

Memorandum of Lease

RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:

City of Beverly Hills
455 North Rexford Drive
Beverly Hills, California 90210
Attention: City Clerk

[Space Above For Recorder's Use Only]

The undersigned declare that this Memorandum of Lease is exempt from Recording Fees pursuant to California Government Code Section 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "**Memorandum**") is made as of May 4, 2010, and is by and between the CITY OF BEVERLY HILLS, a municipal corporation ("City"), and the WALLIS ANNENBERG CENTER FOR THE PERFORMING ARTS, a California nonprofit public benefit corporation ("Tenant").

RECITALS

A. Tenant and City have entered into that certain Office Lease of substantially even date herewith (the "Lease"), pursuant to which City has agreed to lease and demise to Tenant, and Tenant has agreed to lease and accept from City, a portion (the "Premises") of that certain building located in the City of Beverly Hills, County of Los Angeles, State of California, commonly known as 444 North Rexford Drive. The Premises are more particularly described in the Lease.

B. Tenant and City now desire to enter into this Memorandum to comply with applicable law requiring that municipal leases be recorded.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tenant and City agree as follows:

1. Lease. City hereby leases and demises to Tenant, and Tenant hereby leases and accepts from City, the portion of the Property defined as the "Premises" for two (2) years commencing on May 4, 2010, unless terminated earlier or extended by Tenant as more particularly described in the Lease. The rental rate and other terms and conditions of the Lease are set forth in the Lease, which terms and conditions are incorporated herein by this reference.

2. Purpose. This Memorandum is prepared for the purposes of recordation only and in no way modifies the terms and conditions of the Lease. In the event any

provision of this Memorandum is inconsistent with any term or condition of the Lease, the term or condition of the Lease shall prevail.

3. Counterparts. This Memorandum may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument.

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

CITY:

THE CITY OF BEVERLY HILLS

By: _____
Jimmy Delshad,
Mayor

ATTEST:

Byron Pope, City Clerk

TENANT:

WALLIS ANNENBERG CENTER FOR THE PERFORMING ARTS, a California nonprofit public benefit corporation (formerly known as the Beverly Hills Cultural Center Foundation)

By: _____
Jerry Magnin,
Treasurer

By: _____
Lou Moore,
Executive Director



ACKNOWLEDGMENT

State of California)
County of Los Angeles)

On April 24, 2010 before me, Gerri Graham, Notary
(insert name and title of the officer)

personally appeared Jerry Magnin

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 Gerri Graham
Signature of Notary Public



(Seal)



ACKNOWLEDGMENT

State of California)
County of Los Angeles)

On April 24, 2010 before me, Gerri Graham, Notary
(insert name and title of the officer)

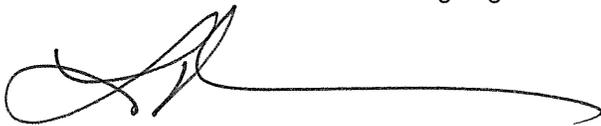
personally appeared Lou Moore

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.

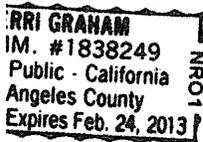
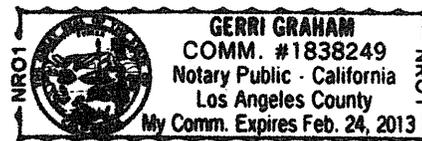
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gerri Graham
Signature of Notary Public



(Seal)



ACKNOWLEDGMENT

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)
Signature of Notary Public