

**FIRST AMENDED AND RESTATED REIMBURSEMENT AND DEPOSIT AGREEMENT
BY AND BETWEEN
CITY OF CARSON, THE CARSON RECLAMATION AUTHORITY
AND
FARING CAPITAL, LLC.**

This **FIRST AMENDED AND RESTATED REIMBURSEMENT AND DEPOSIT AGREEMENT** ("Agreement") is executed this 18 day of ~~December~~ 2020 ("Effective Date"), by and between the **CITY OF CARSON**, a California charter municipal corporation ("City"), the **CARSON RECLAMATION AUTHORITY**, a California joint powers authority ("Authority" – collectively with the City are herein referred to as the "Reimbursed Parties"), and **FARING CAPITAL, LLC, A DELAWARE LIMITED LIABILITY COMPANY** ("Reimbursing Party"). Reimbursed Parties and Reimbursing Party may be referred to collectively as the "Parties," or individually as a "Party."

RECITALS

WHEREAS, the Authority is the owner of approximately 157 gross acres of real property located in the City of Carson (the "Site" or "157 Acre Site"), known as the former Cal-Compact Landfill;

WHEREAS, the 157 Acre Site is a former landfill site, which suffers from significant environmental contamination, posing development constraints on the 157 Acre Site, and on October 25, 1995, the California Department of Toxic Substances Control ("DTSC") approved a Remedial Action Plan for portions of the 157 Acre Site ("RAP"), which requires the installation, operation and maintenance of certain remedial systems, including a landfill cap, gas extraction and treatment system, and groundwater collection and treatment system on the Site ("Remedial Systems") and the operation and maintenance of same ("O&M");

WHEREAS, on October 3, 2019, the Authority released an Invitation to Propose for the development of Cells 3, 4, and 5 of the Site (the "Remainder Cells"), and thereafter, established a process for the selection of a potential developer with which to enter into an option agreement ("Option Agreement") for the potential development of the Remainder Cells to be developed (the "Selection Process");

WHEREAS, following the Selection Process, the Reimbursing Party in collaboration with **BRIDGE ACQUISITION, LLC**, a Delaware limited liability company ("Bridge") were selected for the potential development of the Remainder Cells and the Parties (including Bridge) initiated the process of negotiating and finalizing an Option Agreement, which Option Agreement would include a signature community park with food and beverage facilities, playground space, exhibition and/or museum space, and entertainment uses along with an industrial/fulfillment/logistics center along the back of the Remainder Cells (the "Project");

WHEREAS, On June 9, 2020, Reimbursing Party in conjunction with Bridge entered into that certain Deposit and Reimbursement Agreement with the Reimbursed Parties (the "First Reimbursement Agreement"), which provides for the terms and conditions of various deposits and payments related to the Project required to be made by Reimbursing Party and Bridge to the Reimbursed Parties, all as more particularly provided in the First Reimbursement Agreement;

WHEREAS, Pursuant to the terms of the First Reimbursement Agreement, Reimbursing Party and Bridge deposited (i) with the City, the sum of Fifty Thousand Dollars (\$50,000), (ii) with the Authority, the sum of Two Hundred Thousand Dollars (\$200,000), and (iii) with FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation ("Escrow Holder") the sum of One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000) (such portion is referenced herein as the "Escrow Deposit")

WHEREAS, Bridge has since extricated itself from the Project and entitlement process therefor, such that Reimbursing Party will be the sole Project applicant and has agreed to proceed with the Project, Option Agreement and Entitlements (defined below) in its own capacity;

WHEREAS, Two Hundred Fifty Thousand (\$250,000) of the Escrow Deposit has been released and expanded and the remaining Escrow Deposit will be released appropriately after a true up of the Accounting by Faring, Bridge, the Authority and the City is conducted;

WHEREAS, in connection with the negotiation of, and as a condition to, the Reimbursed Parties' execution of an Option Agreement, the Reimbursed Parties require that the Reimbursing Party submit certain deposits and make reimbursements to the Reimbursed Parties for their respective costs and expenses related to the transactions contemplated under the Option Agreement, the Project, and the Reimbursing Party has agreed to fund and be solely responsible for all such costs and expenses, including but not limited to, all staff time, third-party consulting costs and the Reimbursed Parties' legal costs associated with the preparation and negotiation of the Option Agreement and related documentation, preparation and/or review of all Project plans, proformas, studies, permits and agreements related to the Project, as well as review, processing, preparation and approval of the Project, including, without limitation, any required environmental review and approvals ("CEQA Approvals") under the California Environmental Quality Act, Public Resources Code § 21000 *et seq.* ("CEQA"), and/or any entitlements required for the Project ("Entitlements"), as more particularly set forth below;

WHEREAS, Reimbursing Party has agreed to reimburse Reimbursed Parties for the full costs incurred by the Reimbursed Parties related to the Project, including costs of reviewing and processing all Entitlement applications, environmental review pursuant to CEQA or such environmental review as otherwise required, costs of preparing all agreements related to the Project, all consultant fees, and all other related costs, fees, and expenses, including but not limited to attorneys' fees, and such other reimbursement obligations previously established by the First Reimbursement Agreement, whether incurred by Reimbursed Parties to-date or on a going-forward basis.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Incorporation of Recitals.** The Parties hereby incorporate the foregoing Recitals as though fully set forth herein.

2. **Reimbursing Party's Responsibility for Reimbursed Parties' Costs.** The following reimbursement obligations shall be collectively referred to as "Reimbursed Parties' Costs."

(a) Reimbursing Party shall reimburse Reimbursed Parties for all costs and fees including, but not limited to, staff time, consultant costs, engineering costs, attorneys' fees (at a rate not-to-exceed \$395 per hour for partners and/or \$350 for associates) and costs, and expert costs in preparing, reviewing, processing and approving, if warranted, all entitlement applications, any development agreement, any zone change or general plan amendment, any specific plan, any design overlay review, any conditional use permit(s), and any environment review, including but not limited to any environmental impact report or other CEQA documentation, necessary, appropriate, or desirable in order to effect and implement the Project (collectively the "Entitlements"), as well as any other fees and costs reasonably deemed necessary by the Reimbursed Parties in connection with the same, whether incurred by Reimbursed Parties to-date or on a going-forward basis, but expressly excluding any costs resulting from litigation filed by CAM against the Authority, the City and/or other third parties related to Cell 2 and the agreements entered into with CAM Carson prior to this Agreement, costs incurred to prepare and review studies, proformas, reports and design services, and agreements related to development of the any other project unrelated to the Project and Project-related infrastructure. .. It is the Parties' understanding that Reimbursing Party owes Reimbursed Parties approximately Eight Hundred Five Thousand Dollars (\$805,000) which will be deducted from the Deposit immediately.

(b) To that end, Reimbursing Party shall, within five (5) business days of the Effective Date, deposit with the Reimbursed Parties a sum of One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000) against which Reimbursed Parties' Costs will be drawn down ("Deposit"), pursuant to the terms of this Agreement.

(c) At no point shall the minimum balance of the Deposit fall below Two Hundred and Fifty Thousand Dollars (\$250,000), and Reimbursing Party shall make such additional deposit(s) required under Section 2.1, below, within thirty (30) days of Reimbursed Parties' (or either of them) written request to do so.

2.1 Additional Deposits by Reimbursing Party. Reimbursing Party shall not unreasonably withhold reimbursements necessary to reimburse Reimbursed Parties for the Reimbursed Parties' Costs. Reimbursed Parties' notice requesting additional deposits needed to reimburse Reimbursed Parties for the Reimbursed Parties' Costs shall state what costs have been incurred to date (together with appropriate backup documentation to evidence same), additional costs anticipated, and how Reimbursed Parties intends to apply any needed additional Reimbursing Party deposits.. If deposited sums exceed the costs incurred by Reimbursed Parties, Reimbursed Parties shall refund the difference as soon as Reimbursed Parties determines the amount of such excess.

2.2 Compliance with Reimbursed Parties' Costs Reimbursement & Deposit Provisions. In the event that Reimbursing Party does not reimburse the Reimbursed Parties' Costs as provided in this Section 2 within thirty (30) days of written demand therefore, or does not timely deposit or replenish the Deposits needed to reimburse Reimbursed Parties for the Reimbursed Parties' Costs incurred by Reimbursed Parties which arise from or are related to the Project within thirty (30) days of written demand therefore, Reimbursed Parties may immediately cease all work on any Reimbursing Party application(s) and may take such further action as Reimbursed Parties deems appropriate, including deeming any Reimbursing Party application(s) abandoned.

2.3 Interest on Deposit. Any amounts deposited by Reimbursing Party shall be maintained by the Reimbursed Parties in an interest-bearing account of its choice, and may be co-

mingled with other Reimbursed Parties' funds in such account. Interest accruing upon any such deposit shall inure to and be created for the benefit of Reimbursed Parties.

2.4 **Accounting.** Reimbursed Parties shall keep an accounting of the Reimbursed Parties' Costs and all deposits made by Reimbursing Party. Upon written request, Reimbursed Parties shall provide statements of these accounts to Reimbursing Party, which shall include descriptions of the Reimbursed Parties' Costs, including, the date, amount, and the type of activity for which the cost was incurred. Failure of Reimbursed Parties to provide any accounting shall not excuse Reimbursing Party's duty to perform any act, including the duty to make full and timely deposits required under this Section 2. Reimbursing Party may question or challenge any use of funds set forth in the accounting and may appeal same to the Reimbursed Parties Council.

3. **Reimbursed Parties Release; Termination.** This Agreement shall remain in effect for a period of three (3) years from the Effective Date ("Term"), provided, however, that Reimbursing Party shall remain obligated to reimburse the Reimbursed Parties' Costs incurred by the Reimbursed Parties pursuant to Section 2, prior to the termination date. In the event that Reimbursing Party's reimbursement obligations extend beyond the Term, Reimbursing Party and Reimbursed Parties will enter into an amendment to this Agreement to extend the Term until Reimbursing Party meets all of its obligations.

4. **Remedies.** In the event of a breach by either party, the non-breaching party may, in addition to any other remedies, seek to recover the reasonable attorneys' fees in enforcing this Agreement. This provision will not be interpreted to curtail any of either Parties remedies at law or equity against the other (including the pursuit of recovery of the Reimbursed Parties' Costs), nor shall it be interpreted as a waiver of any defense of either party.

5. **Conflicts of Interest.**

5.1 **No Financial Relationship.** Reimbursing Party acknowledges the requirements of Government Code §§ 1090 *et seq.* (the "1090 Laws") and warrants that it has not entered into any financial or transactional relationships or arrangements that would violate the 1090 Laws, nor shall Reimbursing Party solicit, participate in, or facilitate a violation of the 1090 Laws.

5.2 **Reimbursing Party's Representations & Warranties.** Reimbursing Party represents and warrants that for the 12-month period preceding the Effective Date it has not entered into any arrangement to pay financial consideration to, and has not made any payment to, any Reimbursed Parties official, agent or employee that would create a legally cognizable conflict of interest as defined in the Political Reform Act (Government Code §§ 87100 *et seq.*).

6. **Reimbursing Party Acknowledgements.** Subject to the reimbursement obligations set forth in this Agreement, Reimbursing Party acknowledges and agrees that, with respect to the Entitlements:

6.1 Reimbursed Parties have sole discretion to select which employees and contractors are assigned to work on the Entitlements.

6.2 Reimbursed Parties have sole discretion to direct the work and evaluate the performance of the employees and contractors assigned to work on the Entitlements, and Reimbursed Parties retain the right to terminate or replace at any time any such person.

6.3 Reimbursed Parties have sole discretion to determine the amount of compensation paid to employees or contractors assigned to work on the Entitlements.

6.4 Reimbursed Parties, not Reimbursing Party, shall pay employees and contractors assigned to work on the Entitlements from the Deposit account.

7. Indemnification and Hold Harmless.

7.1 **Non-liability of Reimbursed Parties Concerning Entitlements.** The Parties acknowledge that there may be challenges to the legality, validity and adequacy of the Entitlements and/or this Agreement in the future; and if successful, such challenges could delay or prevent the performance of this Agreement and/or approval of the Entitlements and/or implementation of the Project. Reimbursed Parties shall have no liability under this Agreement for the inability of Reimbursing Party to obtain Entitlements and/or implementation of the Project as the result of a judicial determination that some or all of the Entitlements are invalid or inadequate or not in compliance with law.

7.2 **Indemnification.** Reimbursing Party agrees to defend, indemnify and hold harmless the Reimbursed Parties, their elected or appointed officials, agents, officers, employees, and attorneys from any claims, demands, causes or causes of action, damages, or proceedings against the Reimbursed Parties or their elected or appointed officials, agents, officers, employees, or attorneys arising out of or related to this Agreement, the Project, the Entitlements and issuance process therefor, and any other agreements or entitlements or permits anticipated under the implementation of the Project (the "Claims or Demands"), whether such activities are undertaken by Reimbursing Party or by any of its agents, contractors, or subcontractors, or by any one or more persons directly or indirectly employed by or acting as agent for Reimbursing Party or any of its agents, contractors, or subcontractors. The Reimbursed Parties will promptly notify Reimbursing Party of any such claim, action, or proceeding against the Reimbursed Parties, and Reimbursing Party will pay the Reimbursed Parties' associated legal costs and will advance funds assessed by the Reimbursed Parties to pay for defense of the matter by the Reimbursed Parties' legal counsel of record. The Reimbursed Parties will cooperate fully in the defense. Notwithstanding the foregoing, the Reimbursed Parties retain the right to settle or abandon the matter without Reimbursing Party's consent, but should they do so, the Reimbursed Parties shall waive the indemnification herein, except the Reimbursed Parties' decision to settle or abandon a matter following an adverse judgment or failure to appeal shall not cause a waiver of the indemnification rights herein. Reimbursing Party shall provide a deposit in the amount of 100% of the Reimbursed Parties' estimate, in their sole and absolute discretion, of the cost of litigation, including the cost of any award of attorney's fees, and shall make additional deposits as requested by the Reimbursed Parties to keep the deposit at such level. The Reimbursed Parties may ask for further security in the form of a deed of trust to land of equivalent value. If Reimbursing Party fails to provide or maintain the deposit, the Reimbursed Parties may abandon the action and Reimbursing Party shall pay all costs resulting therefrom and the Reimbursed Parties shall have no liability to Reimbursing Party.

7.3 Reimbursed Parties Right to Abandon. If Reimbursing Party fails to timely pay the agreed-upon deposit or to replenish the deposit, Reimbursed Parties may also abandon any litigation without liability to Reimbursing Party and may recover from Reimbursing Party any attorneys' fees and other costs for which the Reimbursed Parties may be liable as a result of abandonment of any of the Claims or Demands. Under such circumstances also the Reimbursed Parties shall have the right to revoke any or all Entitlements and deny the Project approved for or granted to Reimbursing Party.

7.4 Reimbursed Parties Discretion. It is expressly agreed that Reimbursed Parties shall have the right to utilize the City Attorneys/Authority Attorneys' office or use other legal counsel of its choosing in responding to or defending the Claims or Demands. Reimbursing Party's obligation to pay the defense costs of Reimbursed Parties shall extend until final judgment, including any appeals, unless this Agreement is otherwise terminated by Reimbursing Party as described above. The Reimbursed Parties agree to fully cooperate with Reimbursing Party in the defense of any matter in which Reimbursing Party is defending and/or holding Reimbursed Parties harmless. The Reimbursed Parties may make all reasonable decisions with respect to its representation in any legal proceeding relating to any Claims or Demands, including their inherent right to abandon or to settle any litigation brought against the Reimbursed Parties in their reasonable discretion.

7.5 Exception. The obligations of Reimbursing Party under this Section 7 shall not apply to any claims, actions, or proceedings arising out of the gross negligence or willful misconduct of the Reimbursed Parties, their elected or appointed officials, agents, officers, employees, or attorneys.

7.6 Survival of Indemnity & Hold Harmless Obligations. All indemnity and hold harmless provisions set forth in this Agreement shall survive termination of this Agreement, and shall remain in effect for a period of one (1) year from and after the approval of all the Entitlements.

8. Assignment. Reimbursing Party may not assign this Agreement to any other entity unless agreed to in writing by Reimbursed Parties and upon proof of the financial viability of the successor entity to fulfill the Agreement's obligations. Reimbursed Parties' consent to assignment shall not be unreasonably withheld, it being understood that the Reimbursed Parties shall not have the right to withhold consent to the extent that an assignment that is permitted under the Option Agreement is concurrently entered into.

9. Relationship Between the Parties. The Parties agree that this Agreement does not operate to create the relationship of partnership, joint venture, or agency between Reimbursed Parties and Reimbursing Party. Nothing herein shall be deemed to make Reimbursing Party an agent of Reimbursed Parties.

10. Authority to Enter Agreement. Reimbursing Party warrants that it has the legal capacity to enter into this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

11. **Notices.** All notices, demands, invoices, and communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To Authority: Carson Reclamation Authority
701 East Carson St.
Carson, CA 90745
Attention: Executive Director

With a Copy to: Aleshire & Wynder, LLP
18881 Von Karman Ave., Suite 1700
Irvine, CA 92612
Attention: Sunny Soltani

To City: City of Carson
701 East Carson St.
Carson, CA 90745
Attention: City Manager

With a Copy to: Aleshire & Wynder, LLP
18881 Von Karman Ave., Suite 1700
Irvine, CA 92612
Attention: Sunny Soltani

To Reimbursing Party: c/o Faring Capital
659 N. Robertson Blvd.
West Hollywood, CA 90069
Attention: Jason Illouljian

With a Copy to: Allen Matkins Leck Gamble Mallory & Natsis, LLP
1900 Main Street, 5th Floor
Irvine, CA 92614-7321
Attention: Pam Andes

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail; and by email, upon the sender's receipt of an email from the recipient acknowledging receipt.

12. **Reimbursing Party's Rights Concerning Review of Documents.** The Reimbursed Parties shall give the Reimbursing Parties at least ten (10) days' Notice along with copies of any proposed contract with the Environmental Consultant, drafts of CEQA documents, and related documents so that Reimbursing Party shall have the opportunity to provide comments or objections thereto, prior to the Reimbursed Parties finalizing, filing, or otherwise releasing any of the foregoing for public review and comment. The Reimbursed Parties shall also provide Reimbursing Party with draft copies of all other reports and studies funded through this Agreement. Reimbursing Party may

discuss issues with the Reimbursed Parties or their consultants and may make comments orally or in writing. The Reimbursed Parties shall also use reasonable efforts to permit Reimbursing Party's review with respect to agendas and staff reports for all open City Council, Planning Commission and other public body meetings at which the Project or related matters are to be considered, and by providing Reimbursing Party with draft copies thereof prior to or concurrently with the transmission of such documents to the appropriate body..

13. **Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

14. **Construction; References; Captions.** It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Unless otherwise specified, any term referencing time, days, or period for performance shall be deemed calendar days and not business days, provided, however that any deadline that falls on a weekend or holiday shall be extended to the next business day of Reimbursed Parties. All references to Reimbursing Party include all personnel, employees, agents, and contractors of Reimbursing Party, except as otherwise specified in this Agreement. All references to Reimbursed Parties include their elected officials, appointed boards and commissions, officers, employees, agents, and volunteers. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

15. **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

16. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

17. **Binding Effect.** Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

18. **No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

19. **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

20. **Consent to Jurisdiction and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Los Angeles, California. Each Party waives the benefit of any provision

of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Reimbursing Party expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure section 394.

21. **Time is of the Essence.** Time is of the essence with respect to this Agreement.

22. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

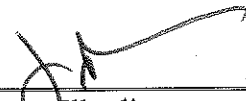
23. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes any prior oral or written statements or agreements between the Parties with respect to the subject matter of this Agreement.

[SIGNATURES OF PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

REIMBURSING PARTY:

FARING CAPITAL, LLC, a Delaware limited liability company

By: 
Jason Illouloulian
Its: Manager

REIMBURSING PARTIES:

CITY OF CARSON, a California municipal corporation

By: _____
Sharon Landers, City Manager

CARSON RECLAMATION AUTHORITY, a California joint powers authority

By: _____
John Raymond, Executive Director

ATTEST:

By: _____
Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Sunny K. Soltani, City Attorney / Authority Counsel

REIMBURSING PARTY SHALL PROVIDE REIMBURSED PARTIES WITH COPIES OF APPROPRIATE DOCUMENTS EVIDENCING AUTHORITY OF SIGNATORIES TO EXECUTE AND BIND REIMBURSING PARTY. REIMBURSING PARTY'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO THEIR BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

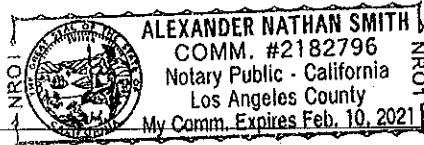
COUNTY OF LOS ANGELES

On 12/18, 2020 before me, Alexander Nathan Smith, Notary Public, personally appeared Jason Filorlian, 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: Alexander Nathan Smith



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER <div style="text-align: center; margin-top: 10px;">TITLE(S)</div> <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <div style="text-align: center; margin-left: 100px;"><input type="checkbox"/> GENERAL</div> <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____	<div style="border-bottom: 1px solid black; margin-bottom: 5px;">TITLE OR TYPE OF DOCUMENT</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">NUMBER OF PAGES</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">DATE OF DOCUMENT</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">SIGNER(S) OTHER THAN NAMED ABOVE</div>
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2020 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
	_____	NUMBER OF PAGES
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	DATE OF DOCUMENT
	<input type="checkbox"/> GENERAL	_____
<input type="checkbox"/>	ATTORNEY-IN-FACT	SIGNER(S) OTHER THAN NAMED ABOVE
<input type="checkbox"/>	TRUSTEE(S)	
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

