

LOAN AGREEMENT

**CITY OF PALM DESERT ENERGY INDEPENDENCE PROGRAM
[SINGLE DISBURSEMENT]**

This Loan Agreement (“Agreement”) is made and entered into as of this ____ day of _____, by and between the CITY OF PALM DESERT, a California municipal corporation (“City”) and _____ (“Borrower”).

RECITALS

A. City has established the Energy Independence Program (the “Program”) pursuant to which City may extend loans to property owners to finance the acquisition and installation on their property of certain qualifying renewable energy systems and energy efficient equipment. The purpose and method of administration of the loans under the Program are described in the Energy Independence Program Report adopted by the City Council on August 28, 2008, as it may be amended from time to time (the “Report”).

B. The Program is authorized by Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (the “Act”).

C. The Borrower has submitted to the City that certain Palm Desert Energy Independence Program Loan Application dated _____, 200____, a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference (the “Application”). The Application describes, among other things, the renewable energy system and/or energy efficient equipment which is to be financed with the proceeds of the loan described herein, and to be constructed on or installed in the property of Borrower described in Exhibit “B” attached hereto and incorporated herein by this reference (the “Property”), and the City has approved the Application as provided in the Report.

D. The Borrower wishes to participate in the Program by executing this Agreement with the City and using the proceeds of the loan made by the City to the Borrower hereunder to finance the acquisition and [construction] [installation] on the Property of the [renewable energy system] [energy efficiency equipment] described in the Application (the “Equipment”). The Equipment and its construction on or installation in the Property is collectively referred to herein as the “Work”.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

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AGREEMENT

1. Loan Agreement.

(a) Subject to the conditions set forth herein, City agrees to extend a loan ("Loan") to Borrower in the amount of up to _____ Dollars (\$_____) (the "Loan Amount"). Notwithstanding anything to the contrary contained herein, the Loan Amount shall not in any event exceed the actual cost of the Work. The Loan Amount shall be adjusted, if necessary, prior to the first disbursement of the Loan Amount to the Borrower and following the post-completion inspection by the City's Office of Energy Management ("OEM") as described in Section 3 below, and shall be adjusted by the Director of the OEM (the "Director") to an amount equal to the actual cost of the Work. Any adjustment of the Loan Amount by the Director shall be made on the basis of the best available written evidence of the actual cost of the Work and in the exercise of the Director's reasonable judgment. The Borrower shall be solely responsible for the payment of all cost of the Work which exceeds the Loan Amount and Borrower agrees in any event to complete the Work and to fund all costs associated with such completion which may be in excess of the Loan Amount. This Agreement, together with the Application, the Report and the documents and instruments attached to or referenced in this Agreement and the Application are collectively referred to herein as the "Loan Documents."

(b) The term of the Loan and this Agreement shall be _____ (____) years from the date that the proceeds of the Loan are first disbursed to the Borrower.

(c) Interest shall accrue on the unpaid principal balance of the Loan Amount from the date first disbursed to Borrower at the simple interest rate of seven percent (7%) per annum. Interest shall be computed on the basis of a three hundred sixty (360) day year. If a law which applies to the Loan and which sets maximum interest rates or loan charges is interpreted by a court of competent jurisdiction in a manner as would cause the interest or other loan charges collected or to be collected in connection with the Loan to exceed the limits permitted by such laws, then: (i) any such interest or loan charge shall be reduced by the amount necessary to reduce the interest or charge to the permitted limit; and (ii) any sums already collected which exceed permitted limits will be refunded by the City. The City may choose to make the refund by reducing the outstanding principal amount of the Loan or by making a direct payment to the Borrower.

(d) The Borrower promises to pay to the City, without deduction or offset, the Loan Amount and the interest accrued thereon as provided herein. The repayment of the Loan Amount and interest accrued thereon shall be repaid by the Borrower to the City by the payment of an assessment levied against the Property pursuant to Section 5898.30 of the California Streets and Highway Code (the "Assessment"). In addition to the Assessment, the Borrower promises to pay to the City, without deduction or offset, an annual assessment levied against the Property to

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pay costs incurred by the City which result from the administration and collection of the Assessment or from the administration or registration of any associated bonds or reserve or other related funds (the "Annual Administrative Assessment"). The Annual Administrative Assessment shall not exceed Forty Dollars (\$40.00) per year. The Assessment and the Annual Administrative Assessment, and the interest and any penalties thereon shall constitute a lien on the Property until they are paid. The installments of the Assessment and the Annual Administrative Assessment (including principal and interest) shall be collected on the property tax bill pertaining to the Property, and shall be subject to the same penalties, remedies, and lien priorities as for property taxes in the event of non-payment. The Borrower hereby expressly consents to the levy of the Assessment and the Annual Administrative Assessment and the imposition of the lien on the Property as described herein and in the Act.

(e) The amount of assessment installments that will be placed on the Property each year is set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

(f) The Assessment may be prepaid, in whole or in part, at any time upon the payment of a premium in an amount equal to three percent (3%) of the amount of the Assessment to be prepaid.

2. Use of Proceeds.

All proceeds of the Loan shall be used by Borrower for the sole purpose of paying for the reasonable costs and expenses of the Work on the Property, and in connection therewith the Borrower shall comply with all requirements set forth herein, in the Application and in the Report.

3. Disbursement Procedures.

(a) Notwithstanding anything to the contrary contained herein, the City shall have no obligation to disburse the Loan Amount hereunder unless and until each of the following conditions is satisfied, or any such condition is expressly waived by the Director:

(i) The receipt by the Director of a written certification from Borrower, and the contractor(s), if any, that performed the Work, stating that the Work for which disbursement is requested is complete, and the actual cost of such Work. Such certification shall be in form and substance acceptable to the Director.

(ii) An inspection of the Work by the OEM, and a determination by the Director that the Work has been completed in full compliance with the requirements of the Loan Documents.

(iii) The receipt by the Director of such other documents and instruments as the Director may require, including but not limited to, if applicable, the

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sworn statements of contractor(s) and releases or waivers of lien, all in compliance with the requirements of applicable law.

(iv) Borrower has, as appropriate, executed and delivered to Director the Loan Documents and such other documents or instruments pertaining to the Loan or the Work as the Director may require.

(v) As of the date of disbursement of the Loan Amount, the Director shall have determined that the representations of the Borrower contained in the Loan Documents are true and correct, and no Default (as defined in Section 12 below) shall have occurred and be continuing.

(vi) No stop payment or mechanic's lien notice pertaining to the Work has been served upon the City and remains in effect as of the date of disbursement of the Loan Amount.

(vii) The City shall have received a title policy (the "Title Policy") in the Loan Amount and insuring the Loan and the lien of the assessments described in Section 1(d) hereof. The Title Policy shall be in form and substance acceptable to the Director.

(b) Borrower will, within _____ (___) days of presentation by the Director, execute any and all documents or instruments required by the Loan Documents in connection with the disbursement of the Loan Amount.

4. Reports.

Borrower agrees, upon the request of Director, to promptly deliver to the Director, or, if appropriate, cause its contractor(s) to promptly deliver to Director, a written status report regarding the Work.

5. Representations and Warranties of Borrower.

Borrower promises that each representation and warranty set forth below is true, accurate and complete as of the date of this Agreement, and the date of disbursement of the Loan Amount. The disbursement of the Loan Amount shall be deemed to be a reaffirmation by the Borrower of each and every representation and warranty made by Borrower in this Agreement.

(a) Formation; Authority. If Borrower is anything other than a natural person, it has complied with all laws and regulations concerning its organization, existence and the transaction of its business, and is in good standing in each state in which it conducts its business. Borrower is the owner of the Property and is authorized to execute, deliver and perform its obligations under the Loan Documents, and all other documents and instruments delivered by Borrower to the City in connection therewith. This Agreement and the Application have been duly executed and delivered by

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Borrower and are valid and binding upon and enforceable against the Borrower in accordance with their terms, and no consent or approval of any third party, which has not been previously obtained by the Borrower, is required for the Borrower's execution thereof or the performance of its obligations contained therein.

(b) Compliance with Law. Neither Borrower nor the Property is in violation of, and the terms and provisions of the Loan Documents do not conflict with, any regulation or ordinance, any order of any court or governmental entity, or any building restrictions or governmental requirements affecting Borrower or the Property.

(c) No Violation. The terms and provisions of the Loan Documents, the execution and delivery of the Loan Documents by Borrower, and the performance by Borrower of its obligations contained therein, will not and do not conflict with or result in a breach of or a default under any of the terms or provisions of any other agreement, contract, covenant or security instrument by which the Borrower or the Property is bound.

(d) Other Information. If Borrower is comprised of the trustees of a trust, the foregoing representations shall also pertain to the trustor(s) of the trust. All reports, documents, instruments, information and forms of evidence which have been delivered to City concerning the Loan are accurate, correct and sufficiently complete to give City true and accurate knowledge of their subject matter.

(e) Lawsuits. There are no lawsuits, tax claims, actions, proceedings, investigations or other disputes pending or threatened against Borrower which may impair Borrower's ability to perform its obligations hereunder.

(f) No Event of Default. There is no event which is, or with notice or lapse of time or both would be, a Default under this Agreement.

(g) Accuracy of Declarations. The declarations of the Borrower contained in the Application are accurate, complete and true.

6. Borrower's Covenants.

Borrower promises to keep each of the following covenants:

(a) Completion of Work and Maintenance of Equipment. Borrower shall, or shall cause its contractor to, promptly commence construction of the Work, and diligently continue such Work to completion, in a good and workmanlike manner and in accordance with sound construction and installation practices. Borrower shall maintain the Equipment in good condition and repair.

(b) Compliance with Law and Agreements. In commencing and completing the Work, Borrower shall comply with all existing and future laws, regulations, orders, building restrictions and requirements of, and all agreements with

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and commitments to, all governmental, judicial and legal authorities having jurisdiction over the Property or the Work, and with all recorded instruments, agreements, and covenants and restrictions affecting the Property.

(c) Permits, Licenses and Approvals. Borrower shall properly obtain, comply with and keep in effect all permits, licenses and approvals which are required to be obtained from any governmental authority in order to commence and complete the Work. Borrower, upon the request of the Director, shall promptly deliver copies of all such permits, licenses and approvals to the Director.

(d) Site Visits. Borrower grants City, its agents and representatives the right to enter and visit the Property at any reasonable time, after giving reasonable notice to Borrower, for the purposes of observing the Work. City will make reasonable efforts during any site visit to avoid interfering with Borrower's use of the Property. Borrower shall also allow City to examine and copy records and other documents of Borrower which relate to the Work. City is under no duty to visit the Property, or observe any aspects of the Work, or examine any records, and City shall not incur any obligation or liability by reason of not making any such visit or examination. Any site visit, observation or examination by City shall be solely for the purposes of protecting City's rights under the Loan Documents.

(e) Protection Against Lien Claims. Borrower shall promptly pay or otherwise discharge any claims and liens for labor done and materials and services furnished to the Property in connection with the Work. Borrower shall have the right to contest in good faith any claim or lien, provided that it does so diligently and without delay in completing the Work.

(f) Insurance. Borrower shall provide, maintain and keep in force at all times until the Work is completed, builder's all risk property damage insurance on the Property, with a policy limit equal to the full replacement cost of the Work.

(g) Notices. Borrower shall promptly notify City in writing of any Default under this Agreement, or any event which, with notice or lapse of time or both, would constitute a Default hereunder.

7. Completion of the Work.

Subject to Section 12(h), Borrower agrees to complete the Work on or before _____, 20__.

8. Mechanic's Lien and Stop Notices.

In the event of the filing of a stop notice or the recording of a mechanic's lien pursuant to applicable law of the State of California and relating to the Work, Director may summarily refuse to make any disbursement of the Loan Amount, and in the event Borrower fails to furnish Director a bond causing such notice or lien to be

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released within ten (10) days of notice from Director to do so, such failure shall at the option of City constitute a Default under the terms of this Agreement. Borrower shall promptly deliver to Director copies of all such notices or liens.

9. Indemnification.

(a) Borrower shall indemnify, defend, protect, and hold harmless the City and any and all agents, employees, attorneys and representatives of the City (collectively, the "City Parties"), from and against all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees) and any demands of any nature whatsoever related directly or indirectly to, or arising out of or in connection with, (i) the Loan Documents, (ii) the disbursement of the Loan Amount, (iii) the Work, (iv) the Equipment, (v) any breach or Default by Borrower under the Loan Documents, (vi) the Assessment and the Annual Administrative Assessment, and (vii) any other fact, circumstance or event related to City's extension and disbursement of the Loan to Borrower or Borrower's performance of its obligations under the Loan Documents (collectively, the "Liabilities"), regardless of whether such Liabilities shall accrue or are discovered before or after the disbursement of the Loan Amount.

(b) The indemnity obligations described in this Section 9 shall survive the disbursement of the Loan Amount, the repayment of the Loan, the transfer or sale of the Property by the Borrower, and the termination of this Agreement.

10. Wavier of Claims.

For and in consideration of the City's execution and delivery of this Agreement, Borrower, for itself and for its successors-in-interest to the Property and for any one claiming by, through, or under the Borrower, hereby waives the right to recover from and fully and irrevocably releases the City Parties from any and all claims, obligations, liabilities, causes of action, or damages, including attorneys' fees and court costs, that Borrower may now have or hereafter acquire against any of the City Parties and accruing from or related to (i) the Loan Documents, (ii) the disbursement of the Loan Amount, (iii) the performance of the Work, (iv) the Equipment, (v) any damage to or diminution in value of the Property that may result from the Work, (vi) any personal injury or death that may result from the Work, (vi) the selection of manufacturer(s), dealer(s), supplier(s), contractor(s) and/or installer(s), and their action or inaction with respect to the Work or the Equipment, (vii) the merchantability and fitness for any particular purpose, use or application of the Equipment, (vii) the amount of energy savings resulting from the Work and the Equipment, (ix) the workmanship of any third parties, and (x) any other matter with respect to the Program. This release includes claims, obligations, liabilities, causes of action, and damages of which Borrower is not presently aware or which Borrower does not suspect to exist which, if known by Borrower, would materially affect Borrower's release of the City Parties.

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BORROWER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("SECTION 1542"), WHICH IS SET FORTH BELOW:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

BY INITIALING BELOW, BORROWER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES.

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The waivers and releases by Borrower contained in this Section 10 shall survive the disbursement of the Loan Amount, the repayment of the Loan, the transfer or sale of the Property by the Borrower, and the termination of this Agreement.

11. Further Assurances.

The Borrower shall execute any further documents or instruments consistent with the terms of this Agreement, including documents and instruments in recordable form, as City shall from time to time find necessary or appropriate to effectuate its purposes in entering into this Agreement and making the Loan.

12. Events of Default.

(a) Subject to the further provisions of this Section 12, the failure of any representation or warranty of the Borrower contained herein to be correct in all material respects, or the failure or delay by Borrower to perform any of its obligations under the terms or provisions of the Loan Documents, shall constitute a default hereunder ("Default"). The Borrower must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence, but in any event, within the time set forth in Sections 12(c) and (d) below, as applicable.

(b) The City shall give written notice of default to Borrower, specifying the default complained of by the City. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

(c) If a monetary event of default occurs, prior to exercising any remedies under the Loan Documents or the Act, City shall give Borrower written notice

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of such default. Borrower shall have a period of thirty (30) days after such notice is given within which to cure the default prior to exercise of remedies by City.

(d) If a non-monetary event of default occurs, prior to exercising any remedies under the Loan Documents or the Act, City shall give Borrower notice of such default. If the default is reasonably capable of being cured within thirty (30) days, Borrower shall have such period to effect a cure prior to exercise of remedies by City under the Loan Documents or the Act. If the default is such that it is reasonably capable of being cured, but not within such thirty (30) day period, and Borrower (i) initiates corrective action within such thirty (30) day period, and (ii) diligently, continually, and in good faith works to effect a cure as soon as possible, then Borrower shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by City. However, in no event shall City be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default, or if the default is not cured within one hundred and twenty (120) days after the first notice of default is given.

(e) If any Default occurs, then, upon the election of City, (i) if there has been no disbursement of the Loan Amount, this Agreement shall terminate and, except as otherwise expressly provided herein, the parties have no further obligations or rights hereunder, or (ii) if the Loan Amount has been disbursed in whole or in part, City may terminate its obligations to make any further disbursement of the Loan Amount and exercise any or all of the rights and remedies available to it under applicable law, at equity or as otherwise provided herein.

(f) Any and all costs and expenses incurred by the City in pursuing its remedies hereunder shall be additional indebtedness of the Borrower to the City hereunder, and shall be secured as provided in the Act.

(g) Except as otherwise expressly stated in this Agreement, the rights and remedies of the City are cumulative, and the exercise of one or more of such rights or remedies shall not preclude the exercise by the City, at the same time or different times, of any other rights or remedies for the same Default or any other Default. No failure or delay by City in asserting any of its rights and remedies as to any Default shall operate as a waiver of any Default or of any such rights or remedies, or deprive the City of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

(h) Performance of the covenants and conditions imposed upon Borrower hereunder with respect to the commencement and completion of the Work shall be excused while and to the extent that, Borrower is prevented from complying therewith by war, riots, strikes, lockouts, action of the elements, accidents, or acts of God beyond the reasonable control of the Borrower; provided, however, that such event is not caused by the fault, negligence or misconduct of Borrower; and provided, further, as soon as the cause or event preventing compliance is removed or ceases to exist the

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obligations shall be restored to full force and effect and Borrower shall immediately resume compliance therewith and performance thereof.

13. Compliance with Local, State and Federal Laws.

Borrower shall perform the Work, or cause the Work to be performed, in conformity with all applicable laws, including all applicable federal, state and local occupation, safety and health laws, rules, regulations and standards. Borrower agrees to indemnify, defend and hold the City Parties harmless from and against any cost, expense, claim, charge or liability relating to or arising directly or indirectly from any breach by or failure of Borrower or its contractor(s) or agents to comply with such laws, rules or regulations. The indemnification obligations described in this Section 13 shall survive the disbursement of the Loan Amount, the repayment of the Loan, and the termination of this Agreement.

14. Severability.

Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

15. Notices.

All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, or by personal delivery (by recognized courier service or otherwise). Notices shall be considered given upon the earlier of (a) personal delivery or (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested. Notices shall be addressed as provided below for the respective party; provided that if any party gives notice in writing of a change of name or address, notices to such party shall thereafter be given as demanded in that notice:

To City: City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, California 92260-2578
Attention: Director, Office of Energy Management

To Borrower: _____

Palm Desert, California 92260
Attention: _____.

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16. Attorneys' Fees and Costs.

In the event that any action is instituted to enforce payment or performance under this Agreement, the parties agree that the non-prevailing party shall be responsible for and shall pay all costs and all attorneys' fees incurred by the prevailing party in enforcing this Agreement.

17. No Waiver.

No disbursement of the Loan Amount shall constitute a waiver of any conditions to the City's obligation to make further disbursements nor, in the event Borrower is unable to satisfy any such conditions, shall any such waiver have the effect of precluding the City from thereafter declaring such inability to constitute a Default under this Agreement. No disbursement of the Loan Amount based upon inadequate or incorrect information shall constitute a waiver of the right of City to receive a refund thereof from Borrower.

18. Governing Law.

This Agreement shall be governed by the laws of the State of California. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of Riverside, State of California, or in an appropriate municipal court in that County or in the United States District Court for the Central District of California.

19. Amendment of Agreement.

No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by the Borrower and City.

20. City May Assign; Role of the City.

City, at its option, may (i) assign any or all of its rights and obligations under the Loan and this Agreement, and (ii) pledge and assign its right to receive the Assessment, the Annual Administrative Assessment, and the repayment of the Loan and any other payments due to the City hereunder, without obtaining the consent of the Borrower.

21. Borrower Assignment Prohibited.

In no event shall Borrower assign or transfer any portion of this Agreement or Borrower's rights or obligations under the Agreement without the prior express written consent of City, which consent may be granted or withheld in the sole and absolute discretion of the City.

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22. Relationship of Borrower and City.

The relationship of Borrower and City pursuant to this Agreement is that of debtor and creditor and shall not be or be construed to be a joint venture, equity venture, partnership, or other relationship.

23. General.

Time is of the essence of this Agreement and of each and every provision hereof. This Agreement, together with the other Loan Documents, constitutes the entire agreement between the parties hereto, and there shall be no other agreement regarding the subject matter thereof unless signed in writing by the part to be charged. If there is more than one "Borrower," the obligations hereunder of all Borrowers shall be joint and several.

24. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

25. Special Termination.

Notwithstanding anything to the contrary contained herein, this Agreement shall terminate and be of no further force or effect If the Borrower has submitted to the Director a notice of its decision to cancel this transaction on or prior to the date and time described in the Notice of Right to Cancel which was delivered to the Borrower upon its execution of this Agreement.

26. No Third Party Beneficiary Rights.

This Agreement is entered into for the sole benefit of Borrower and City and, subject to the provisions of Sections 9, 10 and 20, no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

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IN WITNESS WHEREOF, Borrower and City have entered into this Agreement as of the date and year first above written.

Borrower:

City:

CITY OF PALM DESERT,
a California municipal corporation

Date of Execution by Borrower:

_____, 20__

By: _____

Name: _____

Title: _____

ATTEST:

STATE OF CALIFORNIA }ss.

COUNTY OF _____ }

On _____, 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 _____

(This area for official notarial seal)

STATE OF CALIFORNIA }ss.

COUNTY OF _____ }

On _____, 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 _____

(This area for official notarial seal)

EXHIBIT "A"

[ATTACH COPY OF EXECUTED AND APPROVED APPLICATION]

EXHIBIT "B"

DESCRIPTION OF THE PROPERTY

EXHIBIT "C"

SCHEDULE OF ASSESSMENT INSTALLMENTS

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Maximum Annual Administrative Assessment</u>	<u>Total</u>
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[To be provided]