



MEMBER CITIES

Alhambra
Apple Valley
Azusa
Baldwin Park
Barstow
Bell
Bellflower
Brea
Calaveras County Water District
Capitola
Carpinteria
Carson
Chino
Claremont
Clovis
Colton
Commerce
Compton
Covina
Downey
Duarte
El Monte
Fairfield
Fontana
Fresno
Gardena
Garden Grove
Glendale
Glendora
Hawaiian Gardens
Hawthorne
Huntington Park
Indio
Inglewood
La Habra
La Puente
Lakewood
Lancaster
Lawndale
Long Beach
Los Angeles
Lynwood
Monrovia
Montclair
Montebello
Monterey Park
Morgan Hill
Norwalk
Oceanside
Palmdale
Palm Springs
Paramount
Pico Rivera
Planada Community Services District
Pomona
Rancho Cucamonga
Rialto
Riverside
Riverside County
Rohnert Park
Salinas
San Bernardino
San Bernardino County
San Diego County
San Fernando
San Juan Capistrano
San Marcos
San Mateo County
Santa Clarita
Santa Rosa
Signal Hill
South Gate
Union City
Vernon
Visalia
Vista
West Covina
Whittier
Yucaipa

INDEPENDENT CITIES FINANCE AUTHORITY
Regular Meeting of the Board of Directors
Regular Meeting of the Executive Committee

Tuesday, May 19, 2026
12:00 noon

TELECONFERENCE/ZOOM MEETING LOCATIONS:

<https://us06web.zoom.us/j/81932606771?pwd=gmW6yogS9rUeF1Rg9EYToAka3YjtTX.1>
Meeting ID: 819 3260 6771
Passcode: 236626
Call In: 1-669-444-9171

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. City of Baldwin Park
City Council Office
14403 East Pacific Avenue
Baldwin Park, CA 91706 3. Huntington Park City Hall
1st Floor Conference Room
6550 Miles Avenue
Huntington Park, CA 90255 5. San Fernando City Hall
Conference Room A
117 Macneil Street
San Fernando, CA 91340 7. Vernon City Hall
Council Chambers
4305 South Santa Fe Avenue
Vernon, CA 90058 | <ol style="list-style-type: none"> 2. Compton City Hall
Mayor's Office
205 South Willowbrook Avenue
Compton, CA 90220 4. 3127 South Street, Suite B
Long Beach, CA 90805
11350 Bullis Road
Lynwood, CA 90262 6. 10001 West Frontage Road,
Unit 215
South Gate, CA 90280 |
|--|--|

STAFF REPORTS AND OTHER WRITTEN DOCUMENTS RELATED TO ITEMS ON THIS AGENDA CAN BE OBTAINED FROM THE INDEPENDENT CITIES FINANCE AUTHORITY BY CALLING (877) 906-0941.

BOARD MEMBERS

OFFICERS
Gil Hurtado, President
South Gate

DIRECTORS

Manuel Lozano, Baldwin Park
Emma Sharif, Compton
Arturo Flores, Huntington Park
Luis Cuellar, Lynwood
Joel Fajardo, San Fernando
Judith Merlo, Vernon

Secretary/Executive Director

Debbie Smith
General Legal Counsel
Scott Campbell
Best Best & Krieger LLP

Post Office Box 6740, Lancaster, CA 93539-6740 ♦ Phone: (877) 906-0941 ♦ www.icfaauthority.org

**REGULAR MEETING OF THE BOARD OF DIRECTORS
REGULAR MEETING OF THE EXECUTIVE COMMITTEE
May 19, 2026
Page Two**

FOR YOUR INFORMATION: The Authority Board/Executive Committee will hear from the public on any items on the agenda or an item of interest to the Board/Executive Committee that is not on the agenda. These items may be referred for administrative action or scheduled on a future agenda. Comments are to be limited to three minutes for each speaker, unless extended by the Authority Board. Each speaker will have an opportunity to speak on any agenda item. You have the opportunity to address the Authority Board at the following times:

- A. **AGENDA ITEMS:** at the time the Authority Board considers the Agenda item or during Public Comment; and
- B. **NON-AGENDA ITEMS:** During Public Comment – comments will be received for a maximum 30-minute period; any additional requests will be heard following the completion of the Agenda; and
- C. **PUBLIC HEARINGS:** at the time of the Public Hearing

I. CALL TO ORDER. *(Page 4)*

II. ROLL CALL. *(Page 4)*

III. AMENDMENTS OR ADJUSTMENTS TO THE AGENDA. *(Page 4)*

IV. PUBLIC COMMENTS: At this time the public shall have an opportunity to comment on any non-agenda item relevant to the jurisdiction of the Authority. Reasonable time limits are imposed on each topic and each speaker. In accordance with the provisions of the Ralph M. Brown Act (GC § 54950 et seq.), no action or discussion may take place by the Board of any items not on the posted agenda. The Board may respond to statements made or questions asked and may direct staff to report back on the topic at a future meeting. The public may attend the meeting in person, via telephone conference or Zoom as listed above. *(Pages 4-5)*

V. NEW BUSINESS.

- A. Approval /Authorization For ICFA To Participate In The California Solar On Multifamily Affordable Housing (SOMAH) Program. *(Pages 5-6 & 8-17)*

RECOMMEND APPROVAL/AUTHORIZATION

VI. COMMENTS FROM BOARD MEMBERS. *(Page 7)*

VII. MATTERS FROM STAFF. *(Page 7)*

**REGULAR MEETING OF THE BOARD OF DIRECTORS
REGULAR MEETING OF THE EXECUTIVE COMMITTEE
May 19, 2026
Page Three**

VIII. ADJOURNMENT. (Page7)

The public shall have an opportunity to comment on any item as each item is considered by the Board/Executive Committee and prior to action being taken. Agenda reports are available at the Independent Cities Finance Authority office upon request by calling (877) 906-0941.

NOTICE: New items will not be considered after 1:00 p.m. unless the Board of Directors/Executive Committee votes to extend the time limit. Any items on the agenda that are not completed will be forwarded to the next regular Board of Directors/Executive Committee meeting.

IN COMPLIANCE WITH THE AMERICAN DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE INDEPENDENT CITIES FINANCE AUTHORITY AT (877) 906-0941. NOTIFICATION 48 HOURS PRIOR TO THE MEETING WILL ENABLE THE INDEPENDENT CITIES FINANCE AUTHORITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING.

NOTE TO CITY CLERKS:

Please post this Meeting Notice as you would a City Council agenda.

**INDEPENDENT CITIES FINANCE AUTHORITY
REGULAR MEETING OF THE BOARD OF DIRECTORS
REGULAR MEETING OF THE EXECUTIVE COMMITTEE**

May 19, 2026 – 12:00 noon

AGENDA SUMMARY

I. CALL TO ORDER.

II. ROLL CALL.

A. MATERIAL ENCLOSED:

None.

B. COMMENTS:

A roll call of the following member cities will be conducted:

City of Baldwin Park
City of Compton
City of Huntington Park
City of Lynwood

City of San Fernando
City of South Gate
City of Vernon

C. RECOMMENDATION:

None.

III. AMENDMENTS OR ADJUSTMENT TO THE AGENDA.

A. MATERIAL ENCLOSED:

None.

B. COMMENTS:

None.

C. RECOMMENDATION:

None.

IV. PUBLIC COMMENT.

A. MATERIAL ENCLOSED:

None.

AGENDA SUMMARY

May 19, 2026

Page Two

B. COMMENTS:

At this time the public shall have an opportunity to comment on any non-agenda item relevant to the jurisdiction of the Authority. Reasonable time limits are imposed on each topic and each speaker. In accordance with the provisions of the Ralph M. Brown Act (GC § 54950 et seq.), no action or discussion may take place by the Board of any items not on the posted agenda. The Board may respond to statements made or questions asked and may direct staff to report back on the topic at a future meeting.

C. RECOMMENDATION:

None.

V. NEW BUSINESS.

A. APPROVAL/AUTHORIZATION FOR ICFA TO PARTICIPATE IN THE CALIFORNIA SOLAR ON MULTIFAMILY AFFORDABLE HOUSING (SOMAH) PROGRAM.

A. MATERIAL ENCLOSED: (PAGES 8-17)

1. Memorandum of Understanding (Pages 8-9)
2. Deed Restriction (Pages 10-17)

B. COMMENTS:

SUMMARY

Jim Stevens of Renewable Energy Partners (REP) is seeking approval for ICFA to serve as a counterparty to recorded deed restrictions for the Solar on Multifamily Affordable Housing (SOMAH) Program. The SOMAH Program provides financial incentives for installing solar panel and integrated storage systems that benefit both low-income tenants and property owners of multifamily affordable housing properties throughout California. The California Public Utilities Commission (CPUC) oversees the SOMAH Program.

By expanding access to clean energy, SOMAH helps lower utility costs for households that have historically faced barriers to these benefits. The program supports solar and energy storage solutions for residents of multifamily affordable housing, helping communities strengthen energy resilience and increase long-term savings.

SOMAH's community-centered approach creates lasting benefits for residents and property owners while also supporting the multifamily housing solar market and creating job opportunities in disadvantaged and low-income communities.

ROLE OF THE AUTHORITY

To satisfy the SOMAH program requirements ICFA will serve as counterparty to the deed restriction. The responsibility of the Authority would be to enter into the deed restriction and perform associated administrative review functions as contemplated under the deed restriction.

ROLE OF RENEWABLE ENERGY PARTNERS

REP shall serve as the lead developer and program administrator for the SOMAH program and shall be responsible for:

- Preparing or coordinating the preparation of deed restriction documents
- Coordinating execution and notarization of such documents
- Managing project implementation in accordance with SOMAH program requirements; and
- Facilitating ongoing compliance by collecting and submitting required documentation, including rent roll reports and other materials necessary to demonstrate the qualifying units meet applicable affordability thresholds.

ICFA FEES

ICFA will receive a fee of \$500 per project. In lieu of annual fees, compliance monitoring shall occur every three years in accordance with the applicable deed restrictions. For each compliance review period (anticipated in years 1, 4, and 7), ICFA shall receive a fee of \$750 per project. The compliance fees can be prepaid for the three periods at a discounted rate.

General Legal Counsel and representatives from Renewable Energy Partners will be available at the meeting to answer any questions.

C. RECOMMENDATION:

1. Approve/authorize ICFA to participate in the California Solar on Multifamily Affordable Housing (SOMAH Program);
2. Authorize General Legal Counsel to work with Renewable Energy Partners finalize necessary documents; and
3. Authorize President Hurtado and staff to execute all necessary documents.

VI. COMMENTS FROM BOARD MEMBERS.

A. MATERIAL ENCLOSED:

None.

B. COMMENTS:

None.

C. RECOMMENDATION:

None.

VII. MATTERS FROM STAFF.

A. MATERIAL ENCLOSED:

None.

B. COMMENTS:

Information only.

C. RECOMMENDATION:

None.

VIII. ADJOURNMENT.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into as of **April 28, 2026**, by and between:

- Independent Cities Finance Authority (“ICFA”)
- Renewable Energy Partners (“REP”)

ICFA and REP may be referred to individually as a “Party” and collectively as the “Parties.”

1. Purpose

This MOU sets forth the understanding of the Parties with respect to ICFA’s role as a counterparty to recorded deed restrictions in connection with SOMAH projects for which REP serves as lead developer. The SOMAH program provides incentives to reduce utility costs for low-income tenants.

2. Roles and Responsibilities

2.1 Property Owners

Property owners participating in SOMAH projects shall be responsible for executing, notarizing, and recording deed restrictions with the applicable county for each qualifying property, in accordance with SOMAH program requirements.

2.2 ICFA

ICFA shall serve as the counterparty to each recorded deed restriction and shall execute and notarize such deed restriction documents. ICFA’s role shall be limited to acting as such counterparty and performing associated administrative review functions as contemplated under the deed restriction.

2.3 REP

REP shall serve as the lead developer and program administrator for the SOMAH projects and shall be responsible for:

- (a) Preparing or coordinating the preparation of deed restriction documents;
- (b) Coordinating execution and notarization of such documents;
- (c) Managing project implementation in accordance with SOMAH program requirements; and
- (d) Facilitating ongoing compliance by collecting and submitting required documentation, including rent roll reports and other materials necessary to demonstrate that qualifying units meet applicable affordability thresholds.

3. Fee Structure

3.1 Initial Fee

For each deed restriction executed in connection with a SOMAH project, REP shall pay ICFA the following initial fee:

- (a) \$500 per deed restriction for each project..

Such fee shall be payable upon execution of the applicable deed restriction unless otherwise agreed in writing by the Parties.

3.2 Compliance Fees

In lieu of annual fees, compliance monitoring shall occur every three (3) years in accordance with the applicable deed restriction.

For each compliance review period (anticipated in Years 1, 4, and 7), REP shall pay ICFA a fee of \$750 per project. If the program is extended, fees in the amount of \$900 a year shall apply for years 10 etc.

3.3 Prepayment Option

REP may elect to prepay all compliance fees at a discounted rate of \$600 per compliance period, for a total of \$1,800 per project, payable in advance at or prior to initial project execution and \$2,000 per project if the program is extended. .

4. Compliance and Reporting

REP shall be responsible for collecting, maintaining, and submitting all documentation necessary to demonstrate compliance with SOMAH program requirements and the applicable deed restriction, including but not limited to rent roll reports and affordability verification materials.

ICFA shall review such documentation at each required compliance interval for the limited purpose of confirming consistency with the requirements set forth in the deed restriction. The compliance interval is every three years from inception.

The Parties acknowledge that ICFA is not responsible for independent verification of underlying tenant eligibility beyond the materials provided by REP, unless otherwise agreed in writing.

5. Governing Law

State of California.

IN WITNESS WHEREOF, the Parties have executed this MOU.

INDEPENDENT CITIES FINANCE AUTHORITY (ICFA)

By: _____

Name: _____

Title: _____

Date: _____

RENEWABLE ENERGY PARTNERS (REP)

By: _____

Name: _____

Title: _____

Date: _____

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

Executive Director
Independent Cities Finance Authority
Post Office Box 6740
Lancaster, CA 93539

(Space Above for Recorder's Use)

DECLARATION RESTRICTION FOR REAL PROPERTY

THIS DECLARATION RESTRICTION ("DR") is entered into on _____, 2026 by and between _____ (the "Property Owner") and the Independent Cities Finance Authority (the "Counterparty"), with reference to the following facts and shall become effective upon recordation (the "Effective Date"):

RECITALS

- A. Counterparty is a California joint powers authority formed by its public agency members pursuant to Articles 1 and 2, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) and has the authority to carry out the obligations which are set forth in this DR; and
- B. Property Owner is an owner of certain real property located within the County of _____, California, which property is known as _____ (the "Property") located at _____ and more particularly described on the attached Exhibit "A"; and
- C. Property Owner and Counterparty desire to enter into this DR to evidence Property Owner's agreement to encumber the Property with the obligation to rent at least five apartment units at or below the affordable rent level for XXXXXXXXXXXX County as defined in Section 1 c) in this agreement.

NOW THEREFORE in consideration of the recitals hereof and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1) Definitions. In this DR, unless the context otherwise requires:
 - a) "Area Median Income" means area median income as published by the state of California's Housing and Community Development pursuant to Health and Safety Code Section 50093.
 - b) "Affordable Rent" shall have the same meaning as in as set forth in Section 50053(a)(3) of the state of California's Health and Safety Code which establishes that for Lower Income Households rents must not exceed one-twelfth of 30 percent (30%) of 60 percent (60%) of Area Median Income, adjusted for household size appropriate for the unit, which has the same meaning as set forth in Section 3(a)(iii) herein.

- c) "Compliance Report" means a written rent roll report prepared by the property owner every three years that describes whether the Property Owner is in compliance with the covenants, terms and conditions of this DR.
 - d) "Counterparty" has the meaning set forth in the Recitals.
 - e) "DR" is the Declaration of Restriction or Deed Restriction.
 - f) "Low-Income Residential Housing Project" means a multifamily residential complex which is subject to a deed restriction requiring that at least five (5) of the apartment units on the Property are occupied or held available at an Affordable Rent during the Qualified Project Period.
 - g) "Qualified Project Period" means the period beginning on the date upon which this Agreement is executed and ending on the date which is eleven (11) years after the execution date of this Agreement; provided such period is subject to extensions in accordance with Section 4 hereof.
- 2) Property Owner Representations and Warranties. Property Owner represents and warrants the following:
- a) That it has the power to encumber its interest in the Property as set forth by this DR.
 - b) The Property constitutes a multifamily housing project that is subject to the provisions of this DR.
 - c) That the Property Owner is responsible for all management functions with respect to the operation of the Property including without limitation the selection of tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The Counterparty shall have no responsibility or liability over management of the Project.
- 3) Additional Representations: The Property Owner hereby warrants, covenants and agrees as follows:
- a) During the Qualified Project Period that Property Owner shall provide the affordable rent confirmation for at least five (5) units within 15 days of the third anniversary date and every three years thereafter of this DR in a form acceptable to the Counterparty. b) Provide a current rent roll every three years that shows the total number of Qualified Spaces [not defined] on the Property including rent, unit number, and/or address.
- 4) Qualified Households. The Property Owner hereby represents, as of the date hereof, and warrants, covenants and agrees as follows:
- a) During the Qualified Project Period:
 - i) Not less than five of the apartment units in the Project shall be Qualified Spaces.
 - ii) The monthly rent charged for Qualified Spaces shall not exceed Affordable Rent.
 - iii) In adjusting the affordable rent for household sizes of 1 – 8 people in the family, it shall be assumed that one person will occupy a studio unit, two persons will occupy a one-bedroom unit, three persons will occupy a two-bedroom unit, four persons will occupy a three-bedroom unit, and five persons will occupy a four-bedroom unit.

- b) In the event, despite Property Owner's exercise of best efforts to comply with the provisions of this Section 4, the Property Owner shall have been out of compliance with any of the restrictions of Section 4 hereof for a period in excess of six months, then at the sole option of the Counterparty the term of DR shall be automatically extended for the period of non-compliance upon written notice to the Property Owner.
- 5) Damages upon Termination of DR. In no event shall Property Owner take any legal action or have any remedy against Counterparty upon termination of this DR due to Property Owner's default or exercise by Counterparty of its rights under this DR.
- 6) Counterparty Representations and Warranties. Counterparty is obligated to maintain the DR in its public records and enforce Property Owner's compliance with this DR, if necessary. Enforcement could include the mailing of a notice of default to the Property Owner with instructions on how to cure the default and, until such default has been cured, the recording of a default in the public records of the county where the Property is located.
- 7) Assignment.
- a) The rights and obligations of Property Owner under this DR may not be transferred or assigned by Property Owner without the prior written consent of Counterparty, which consent shall not be unreasonably withheld or delayed; provided that the written consent of Counterparty shall not be required to transfer the rights of Property Owner under this DR to any successor in interest in the Property. However, Property Owner shall provide written notice of such transfer to Counterparty, and a copy of the assignment agreement which obligates such successor in interest of Property Owner to be subject to the terms and conditions of this DR.
- b) Upon the assignment of this DR by Property Owner to a successor in interest of Property Owner, Counterparty may look solely to such successor in interest to thereafter perform all of the covenants, terms and conditions of this DR and the assigning Property Owner shall be released from liability accruing under this DR from and after the effective date of such assignment. Notwithstanding the foregoing, Counterpart consent of any kind shall not be required in connection with a foreclosure, deed-in-lieu of foreclosure or transfer of any kind whatsoever of the Property in connection with a foreclosure by a first mortgage lender of the Property.
- 8) Binding effect of DR. The burdens and the benefits of the DR shall constitute covenants that shall run with the Property for the term of this DR and shall be binding upon and inure to the benefit of the successors in interest to the Property.
- 9) Enforcement. If the Property Owner defaults in the performance or observance of any covenant, agreement or obligation of the Property Owner set forth in this DR, and if such default remains uncured for a period of 60 days after notice thereof shall have been given by the Counterparty or Oversight Agent to the Property Owner then the Counterparty shall declare an "Event of Default" to have occurred hereunder, and, at its option, may take any one or more of the following steps:
- a) by mandamus or other suit, action or proceeding at law or in equity, require the Property Owner to perform its obligations and covenants hereunder or enjoin any acts or things which may be unlawful or in violation of the rights of the Counterparty hereunder;

- b) take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants and agreements of this DR; or
 - c) record a default against the Property in the public records of the county where the Property is located.
- 10) Eminent Domain. In the event any local, state or federal governmental agency initiates eminent domain proceedings, revokes conditional use permit or equivalent against Property Owner which directly impacts the Property, or should continued enforcement of or compliance with this DR be unlawful, such action, event, condition, or circumstance shall excuse Property Owner’s performance thereafter of its obligations under this DR.
- 11) Term. This DR and all and several of the terms hereof shall become effective upon its execution and delivery and shall remain in full force and effect during the Qualified Project Period.
- 12) Enforcement Costs. If any action is taken by Counterparty to enforce a provision of this DR, including any of the actions set forth in Section 8, the Counterparty shall be entitled to reimbursement from Property Owner of its reasonable legal fees and costs within thirty (30) days of written notice thereof to Property Owner. In the event of any legal action to enforce the terms of this DR, the prevailing party will be entitled to an award of its reasonable legal fees and costs.
- 13) Notices. All notices required or provided for under this DR shall be in writing and delivered in person or sent by certified mail, postage prepaid.

Notices required to be given to Property Owner shall be addressed as follows:

XXXXXXXXXXXXXXXXXX
 XXXXXXXX Avenue
 XXXXXXXX, CA 9XXXXXX

Notices required to be given to the Counterparty shall be addressed as follows:

Executive Director
 Independent Cities Finance Authority
 PO Box 6740
 Lancaster, CA 93539-6740

A party may change the address by giving notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

- 14) Rules of Construction and Miscellaneous Items.
- a) If Property Owner consists of more than one person or entity, obligations under this DR are joint and several.

- b) **Subordination.** Property Owner expressly acknowledges and agrees and declares that this DR shall be subordinate to any existing deeds of trust encumbering the Property at the time that this DR is recorded and any modifications, amendments, supplements, restatements, renewals, replacements, refinancings or extensions thereof, such that such existing deeds of trust, as so modified, amended, supplemented, restated, renewed, replaced, refinanced or extended, shall unconditionally be and remain at all times a lien or charge against the Real Property that is prior and superior to the lien or charge of this DR.
- 15) **Third-Party Beneficiary.** Property Owner agrees that the Lower Income Households [not defined] residing at the Property shall be, and are hereby, named as express third-party beneficiaries of this DR, with full rights as such.
- 16) **Applicable Law.** This DR shall be construed according to the laws of the State of California.
- 17) **Severability.** If any portion of this DR is for any reason held to be unenforceable, such determination shall not affect the validity of the remaining portions.
- 18) **Authority.** Each of the parties hereto covenants and agrees that it has the legal capacity to enter into this DR contained herein, that this DR is binding upon that party and that this DR is executed by a duly authorized official acting in his official capacity.

[signature page follows]

IN WITNESS WHEREOF this DR has been executed by Property Owner and Counterparty on the day and year first above written.

PROPERTY OWNER

XXXXXXXXXXXXXXXXXXXX

By: _____

Name: _____

Title: _____

COUNTERPARTY

Independent Cities Finance Authority,
a California joint powers authority

By: _____

Name: _____

Title: _____

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 _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION

See Attached