

WHEN RECORDED MAIL TO:

Dias Law Firm
Attn: Michael A. Dias, Esq.
502 West Grangeville Boulevard
Hanford, California 93230

AGREEMENT FOR LIFETIME RIGHT OF OCCUPANCY

This Agreement ("Agreement") is entered and effective this _____ day of _____ 2011, by and between the Grantors, RICHARD M. ALVES AND MARY ALVES, Co-Trustees of the RICHARD M. AND MARY ALVES REVOCABLE FAMILY TRUST dated January 24, 2005, of 3671 Mount Whitney, Laton California 93242; (Hereinafter collectively "Grantors"), and the Grantees, _____, an individual, of _____, Hanford, California 93230; and _____, an individual, of _____, Hanford, California 93230; (Hereinafter collectively "Grantees").

ARTICLE ONE. RECITALS

Intent: Section 1.01:

WHEREAS, the Grantors are the owners of an undivided fifty-percent (50%) interest in real property in the county of Fresno, State of California, with the legal description further described in Exhibit A, attached hereto and made part hereof (hereinafter A.P.N. Parcel 1A: a portion of APN 057-050-44S; Parcel 1B: a portion of APN 057-050-44S).

WHEREAS, the Grantees are purchasing the above-described property, and all facilities and equipment located on the property;

WHEREAS, the Grantors do not want to move from the Homes that have been their Home and wish to remain living in the Homes located on the above-described property (hereinafter "Home") as described below, and the Grantees wish to accommodate the Grantors in this matter.

That certain 3 bedroom, 2 bathroom, 1,850 square foot home, as well as shed located in the curtilage of the home,

all located at 3671 Mt. Whitney, Laton, California 93242 and situated on Parcel 1A: a portion of APN 057-050-44S; Parcel 1B: a portion of APN 057-050-44S.

WHEREAS, to facilitate Grantors wishes as stated above, Grantors and Grantees have entered into this Agreement under which, as a condition of the transfer of the Deed, Grantor retains a contractual retained right of possession and enjoyment in the Home in the form of a nontransferable personal lifetime right to occupy the Home until the death of the last surviving Grantor.

ARTICLE TWO. TERMS

Agreement: Section 2.01: Now, therefore, Grantors and Grantees agree: Grantors agree to transfer by Grant Deed all rights and interest in the property as stated in the legal description above, with the exception of a retention of a nontransferable personal lifetime right to occupy the Home until the death of the last surviving Grantor. In return Grantees agree, in addition to valuable consideration to be paid to Grantors, to allow Grantors to occupy the Home until the death of the last surviving Grantor.

Reservation Language: Section 2.02: Grantors and Grantees agree that the Grant Deed will have the following language stating Grantors' reservation in the Home:

Grantors reserve a nontransferable personal lifetime right to occupy the Home, as fully described in exhibit B to this deed attached hereto and made part hereof, located on the property described in this deed, pursuant to that certain agreement dated _____, 2011, and recorded under recording number _____, in the County of Fresno, State of California.

Non-transferability: Section 2.03: Grantors' reserved right to occupation is non-transferable, limited to the Grantors' lifetimes, and is personal to the Grantors. Grantors or their agents, either together or individually, may not voluntarily, involuntarily, or by operation of law, sell; transfer; assign; otherwise convey; encumber; or hypothecate Grantors' interest in the nontransferable personal lifetime right to occupy the Home or the Home itself.

Occupation of Home: Section 2.04: Grantors' reserved right to occupation is non-transferable, limited to the Grantors' lifetimes, and is personal to the Grantors. Grantors, either together or individually, may not allow another to occupy the Home. Further, Grantors occupation must be continuous and at least one Grantor must occupy the Home. Grantors will have abandoned their interest under this Agreement if at least one Grantor fails to occupy the home for a period of six (6) consecutive months.

Renting of Property: Section 2.05: Grantors' or their agents shall not rent, lease or sublet any or all of the premises to any other parties.

Sale of Property During Lifetime of Grantors: Section 2.06: If Grantees or their successors in interest should wish to sell the property at any time that Grantors are entitled, by the terms of this Agreement, to occupy the Home, Grantees or their successors in interest must make any contemplated sale of the property subject to the terms of this Agreement and the rights of the Grantors.

Rents, issues, profits: Section 2.07: Despite the language of Civil Code section 818, Grantors do not retain the right to rents, issues, or profits from the Home. Instead, Grantees are entitled to any and all right to rents, issues, or profits from the Home.

Taxes and Insurance: Section 2.08: Despite the language of Civil Code section 840, Grantors are under no obligation to pay any property taxes assessed on the property including any taxes related to the Home. Grantees are obligated to pay all property taxes associated with the entire property including the Home. Despite the language of Civil Code section 840, Grantors are under no obligation to acquire or maintain insurance for the property including insurance covering the Home. Grantees are obligated to acquire insurance and pay the insurance premiums for insurance coverage of the entire property including the Home. Grantees are obligated to acquire insurance sufficient to replace the Home.

Maintenance: Section 2.09: Despite the language of Civil Code section 840, Grantors agree to maintain the yard and interior of the Home, except for major or structural repairs if needed, in repair from ordinary waste. Despite the language of Civil Code section 840, Grantees agree to maintain the roof of the Home, exterior of the Home, and any fences in repair from ordinary waste. Grantees agree to perform any necessary major or structural repairs to the interior or exterior of the Home required to prevent ordinary waste.

In the event of destruction of the Home, Grantees agree to repair or replace the Home on that site at Grantees' expense if requested to do so by Grantors.

Utilities: Section 2.10: Grantors will pay their pro-rata share for their use of gas utilities, electric utilities, and any other utilities for the Home.

Water Use: Section 2.11: Grantees will pay for all water use and maintain supply of water to the Home.

[THIS SPACE LEFT INTENTIONALLY BLANK]

**ARTICLE THREE.
TERMINATION**

Cause for Termination: Section 3.01: Upon the happening of any of the following events, the Grantors' rights under this Agreement will automatically terminate:

- a.) Upon the death of the last surviving Grantor.
- b.) Upon the failure of either of the Grantors or the surviving Grantor to occupy the Home for a period of six (6) consecutive months.
- c.) Upon the Grantors allowing another to occupy the premises.
- d.) Upon any attempt by the Grantors to voluntarily, involuntarily, or by operation of law, sell; transfer; assign; otherwise convey; encumber; or hypothecate Grantors' interest in the nontransferable personal lifetime right to occupy the Home or the Home itself.
- e.) Upon any attempt by the Grantors rent, lease, or sublet any or all of the Home to any other parties.
- f.) Upon the Grantors committing waste of any kind that the Grantors are required to maintain pursuant to the terms of this Agreement.
- g.) Upon the Grantors failure to make any payment of any utility bill that the Grantors are required to pay pursuant to the terms of this Agreement.

Effect of Termination: Section 3.02: Upon Termination as defined in Section 3.01 of this Agreement Grantors will forfeit all rights under this Agreement and Grantees will be entitled to the full use and enjoyment of the entire property including the Home and may use, encumber, hypothecate, manage, sell, transfer, or otherwise possess, utilize, or dispose of the Home in the Grantees' complete and total discretion.

Affidavit of Termination: Section 3.04: Upon Termination as defined in Section 3.01 of this Agreement either the Grantors, the surviving Grantor, the successor in interest to the Grantor(s) or the Grantees or the successors in interest of the Grantee(s) may act together or individually to execute an affidavit of termination of this Agreement and record such affidavit in the County Recorder's Office. No party will cause such an affidavit to be executed recorded unless the Agreement has been terminated pursuant to Section 3.01 of this Agreement.

Recordation of such affidavit in the County Recorder's Office will be presumptive evidence of termination of this Agreement.

Grantors' Obligation Upon Termination: Section 3.05: Upon Termination as defined in Section 3.01 of this Agreement Grantors or their successors in interest will vacate the Home and give possession of the Home to Grantees. Further, Grantors or

their successors in interest will execute any and all documents necessary to give full interest in the Home and the entire premises to Grantees or their successors in interest.

ARTICLE FOUR. MISCELLANEOUS PROVISIONS

Representations and Warranties: Section 4.01: As of the date of execution of this Agreement Grantors and Grantees represent and warrant to the other that:

a.) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

b.) The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;

c.) This Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses; And

d.) It is acting for its own account and its decision to enter into this Agreement is based upon its own judgment, not in reliance upon the advice or recommendations of the other party and it is capable of assessing the merits of understanding, and understands and accepts the terms, condition sand risks of this Agreement. It has not relied upon any promises, representations, statements or information of any kind whatsoever that are not contained in this Agreement in deciding to enter into this Agreement.

Governing Law: Section 4.02: This Agreement and the rights and duties of the Grantors and Grantees hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the State of California, without regard to principles of conflicts of law, except where preempted by substantive federal laws.

General: Section 4.03:

a.) This Agreement is the entire Agreement between the Grantors and Grantees relating to this subject matter. This Agreement supersedes any and all other agreements, either oral or written, between the Grantors and Grantees.

b.) Grantors and Grantees acknowledge that no representations, inducements, promises or agreements, orally or otherwise, other than those set forth herein, have been made by either Grantors and Grantees, or anyone acting on behalf of Grantors or Grantees, and that no other Agreement, statement, or promise not contained in this Agreement shall be valid or binding.

c.) This Agreement will be considered for all purposes as prepared through the joint efforts of the Grantors and Grantees and may not be construed against one party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

d.) Except to the extent provided herein, no amendment or modification to the Agreement will be enforceable unless reduced to a writing signed by Grantors and Grantees.

e.) This Agreement does not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement).

f.) This Agreement is binding on Grantors' and Grantees' successors and permitted assigns.

g.) Grantors and Grantees shall act in good faith in its performance under this Agreement.

Partial Invalidity: Section 4.04: If any provision in this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated, unless invalidating, voiding, or making unenforceable material provisions of the Agreement makes the Agreement impossible, impracticable, or frustrates the purpose.

Waiver: Section 4.05: No delay or omission on the part of any party under this Agreement in exercising its rights under this Agreement shall operate as a waiver of such rights or any other rights. No waiver of any kind shall be implied by any act of the Grantors or Grantees unless the waiver is in writing and signed by the party waiving its rights. Waiver of one part of this Agreement by Grantors or Grantees does not constitute a waiver of any other part of this Agreement by Grantors or Grantees. Any earlier waiver by Grantors or Grantees will not constitute any later waiver of such rights or any other rights in this Agreement. No waiver will be implied by the course of conduct or course of dealings of the Parties of this Agreement.

Binding on Successors: Section 4.06: All terms of this Agreement are binding upon the successors in interest, assignees, heirs, trustees, beneficiaries, devisees, and or personal representatives of the Grantors and Grantees.

Attorney's Fees: Section 4.07: In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting there from.

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SIGNATURE PAGES FOLLOWING AND ATTACHED HERETO

THE UNDERSIGNED AGREE TO ALL THE TERMS AND CONDITIONS SET FORTH ABOVE ON THE DATE SET FORTH ABOVE.

GRANTORS:

Dated: _____, 2011

RICHARD M. ALVES, CO – TRUSTEE
OF THE RICHARD M. AND MARY
ALVES REVOCABLE FAMILY TRUST
DATED JANUARY 24, 2005

Dated: _____, 2011

MARY ALVES, CO – TRUSTEE OF
THE RICHARD M. AND MARY ALVES
REVOCABLE FAMILY TRUST DATED
JANUARY 24, 2005

GRANTEES:

Dated: _____, 2011

Grantee

Dated: _____, 2011

Grantee

NOTARY acknowledgments FOLLOWING AND ATTACHED HERETO

WHEN RECORDED MAIL TO:

Dias Law Firm
Attn: Michael A. Dias, Esq.
502 West Grangeville Boulevard
Hanford, California 93230

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ARTICLE ONE. RECITALS

Intent: Section 1.01:

WHEREAS, the Grantors are the owners of an undivided fifty-percent (50%) interest in real property in the county of Fresno, State of California, with the legal description further described in Exhibit A, attached hereto and made part hereof (hereinafter A.P.N. Parcel 1A: a portion of APN 057-050-44S; Parcel 1B: a portion of APN 057-050-44S).

WHEREAS, the Grantees are purchasing the above-described property, and all facilities and equipment located on the property;

WHEREAS, the Grantors do not want to move from the Homes that have been their Home and wish to remain living in the Homes located on the above-described property (hereinafter "Home") as described below, and the Grantees wish to accommodate the Grantors in this matter.

That certain 5 bedroom, 3 bathroom, 2,750 square foot home, as well as the 480 square foot garage and the 648

square foot metal carport, all located at 3647 Mt. Whitney, Laton, California 93242 and situated on Parcel 1A: a portion of APN 057-050-44S; Parcel 1B: a portion of APN 057-050-44S.

WHEREAS, to facilitate Grantors wishes as stated above, Grantors and Grantees have entered into this Agreement under which, as a condition of the transfer of the Deed, Grantor retains a contractual retained right of possession and enjoyment in the Home in the form of a nontransferable personal lifetime right to occupy the Home until the death of the last surviving Grantor.

ARTICLE TWO. TERMS

Agreement: Section 2.01: Now, therefore, Grantors and Grantees agree: Grantors agree to transfer by Grant Deed all rights and interest in the property as stated in the legal description above, with the exception of a retention of a nontransferable personal lifetime right to occupy the Home until the death of the last surviving Grantor. In return Grantees agree, in addition to valuable consideration to be paid to Grantors, to allow Grantors to occupy the Home until the death of the last surviving Grantor.

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Non-transferability: Section 2.03: Grantors' reserved right to occupation is non-transferable, limited to the Grantors' lifetimes, and is personal to the Grantors. Grantors or their agents, either together or individually, may not voluntarily, involuntarily, or by operation of law, sell; transfer; assign; otherwise convey; encumber; or hypothecate Grantors' interest in the nontransferable personal lifetime right to occupy the Home or the Home itself.

Occupation of Home: Section 2.04: Grantors' reserved right to occupation is non-transferable, limited to the Grantors' lifetimes, and is personal to the Grantors. Grantors, either together or individually, may not allow another to occupy the Home. Further, Grantors occupation must be continuous and at least one Grantor must occupy the Home. Grantors will have abandoned their interest under this Agreement if at least one Grantor fails to occupy the home for a period of six (6) consecutive months.

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Affidavit of Termination: Section 3.04: Upon Termination as defined in Section 3.01 of this Agreement either the Grantors, the surviving Grantor, the successor in interest to the Grantor(s) or the Grantees or the successors in interest of the Grantee(s) may act together or individually to execute an affidavit of termination of this Agreement and record such affidavit in the County Recorder's Office. No party will cause such an affidavit to be executed recorded unless the Agreement has been terminated pursuant to Section 3.01 of this Agreement.

Recordation of such affidavit in the County Recorder's Office will be presumptive evidence of termination of this Agreement.

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their successors in interest will execute any and all documents necessary to give full interest in the Home and the entire premises to Grantees or their successors in interest.

ARTICLE FOUR. MISCELLANEOUS PROVISIONS

Representations and Warranties: Section 4.01: As of the date of execution of this Agreement Grantors and Grantees represent and warrant to the other that:

a.) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

b.) The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;

c.) This Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses; And

d.) It is acting for its own account and its decision to enter into this Agreement is based upon its own judgment, not in reliance upon the advice or recommendations of the other party and it is capable of assessing the merits of understanding, and understands and accepts the terms, condition sand risks of this Agreement. It has not relied upon any promises, representations, statements or information of any kind whatsoever that are not contained in this Agreement in deciding to enter into this Agreement.

Governing Law: Section 4.02: This Agreement and the rights and duties of the Grantors and Grantees hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the State of California, without regard to principles of conflicts of law, except where preempted by substantive federal laws.

General: Section 4.03:

a.) This Agreement is the entire Agreement between the Grantors and Grantees relating to this subject matter. This Agreement supersedes any and all other agreements, either oral or written, between the Grantors and Grantees.

b.) Grantors and Grantees acknowledge that no representations, inducements, promises or agreements, orally or otherwise, other than those set forth herein, have been made by either Grantors and Grantees, or anyone acting on behalf of Grantors or Grantees, and that no other Agreement, statement, or promise not contained in this Agreement shall be valid or binding.

c.) This Agreement will be considered for all purposes as prepared through the joint efforts of the Grantors and Grantees and may not be construed against one party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

d.) Except to the extent provided herein, no amendment or modification to the Agreement will be enforceable unless reduced to a writing signed by Grantors and Grantees.

e.) This Agreement does not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement).

f.) This Agreement is binding on Grantors' and Grantees' successors and permitted assigns.

g.) Grantors and Grantees shall act in good faith in its performance under this Agreement.

Partial Invalidity: Section 4.04: If any provision in this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated, unless invalidating, voiding, or making unenforceable material provisions of the Agreement makes the Agreement impossible, impracticable, or frustrates the purpose.

Waiver: Section 4.05: No delay or omission on the part of any party under this Agreement in exercising its rights under this Agreement shall operate as a waiver of such rights or any other rights. No waiver of any kind shall be implied by any act of the Grantors or Grantees unless the waiver is in writing and signed by the party waiving its rights. Waiver of one part of this Agreement by Grantors or Grantees does not constitute a waiver of any other part of this Agreement by Grantors or Grantees. Any earlier waiver by Grantors or Grantees will not constitute any later waiver of such rights or any other rights in this Agreement. No waiver will be implied by the course of conduct or course of dealings of the Parties of this Agreement.

Binding on Successors: Section 4.06: All terms of this Agreement are binding upon the successors in interest, assignees, heirs, trustees, beneficiaries, devisees, and or personal representatives of the Grantors and Grantees.

Attorney's Fees: Section 4.07: In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting there from.

///

SIGNATURE PAGES FOLLOWING AND ATTACHED HERETO

THE UNDERSIGNED AGREE TO ALL THE TERMS AND CONDITIONS SET FORTH ABOVE ON THE DATE SET FORTH ABOVE.

GRANTORS:

Dated: _____, 2011

JOHN L. AREIAS, JR., CO – TRUSTEE
OF THE JOHN L. AND PATRICIA
AREIAS REVOCABLE FAMILY TRUST
DATED JANUARY 12, 2005

Dated: _____, 2011

PATRICIA AREIAS, CO – TRUSTEE
OF THE JOHN L. AND PATRICIA
AREIAS REVOCABLE FAMILY TRUST
DATED JANUARY 12, 2005

GRANTEES:

Dated: _____, 2011

Grantee

Dated: _____, 2011

Grantee

NOTARY acknowledgments FOLLOWING AND ATTACHED HERETO

STATE OF CALIFORNIA)
)
COUNTY OF KINGS)

On _____, 2011, before me, _____, Notary public, personally appeared (ASSIGNOR'S NAMES) 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.

Notary Public

(SEAL)