

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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AGREEMENT

30301

THIS AGREEMENT is made and entered in duplicate as of October 2, 2007 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on October 2, 2007, by and between the PUBLIC CORPORATION FOR THE ARTS OF THE CITY OF LONG BEACH, INC., a California nonprofit corporation, doing business as ARTS COUNCIL FOR LONG BEACH, with a place of business at 110 West Ocean Boulevard, Suite 20, Long Beach, California 90802 ("PCA"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, since 1985, PCA and City have had a contractual relationship pursuant to which City allocated and distributed certain funds to support a broad range of arts and cultural activities in Long Beach and under which PCA acted as administrator and organizer for various arts and cultural activities and responsibilities; and

WHEREAS, it is the desire and intent of PCA and City to continue their relationship for another year;

NOW, THEREFORE, the parties hereto agree as follows:

- 1. The above recitals are incorporated herein.
- 2.

A. In accordance with the allocation authorized by the City Council pursuant to the recommendation of the PCA, City shall pay to PCA a sum not to exceed Six Hundred Thousand Dollars (\$600,000.00) during the City's fiscal year 2007-2008 to provide financial support in the amounts shown on Exhibit "A", attached hereto and incorporated herein by this reference: (1) to offset PCA operating budget costs including administration, staff coordination, and fundraising for the 2008 Smithsonian Week activities, in the amount of Three Hundred Thousand Dollars (\$300,000.00); and (2) for grants in the amount of Three Hundred Thousand Dollars (\$300,000.00), as shown on Exhibit "B" attached hereto.

1 The organizations and artists shown on Exhibit "B" as receiving
2 "Professional Artist Fellowships", "Operating Grants, Level I", "Operating Grants,
3 Level II", "Community Projects Grants", and "Neighborhood Project Grants" must
4 apply for support and successfully meet PCA's established criteria for support.
5 City shall pay \$600,000.00 to PCA in installments as follows: Three Hundred Thirty
6 Thousand Dollars (\$330,000.00) on City's execution of this Agreement and the
7 remaining amount of Two Hundred Seventy Thousand Dollars (\$270,000.00) in
8 installments of Ninety Thousand Dollars (\$90,000.00) each on January 2, 2008, on
9 April 2, 2008, and on July 2, 2008.

10 B. In order to fulfill its obligations as reviewing agency for all City
11 funds allocated to the arts and cultural groups and artists in Exhibit "B", PCA shall
12 enter an agreement with each arts and cultural group and artist, which agreement
13 shall set forth the terms under which the groups and artists will report to PCA
14 regarding their financial status, Long Beach residency status, community outreach
15 efforts and any other information required by PCA to be in compliance with this
16 Agreement. PCA shall submit copies of all executed agreements between PCA
17 and each group and artist to the City Manager within fifteen (15) days after full
18 execution.

19 3. Before any payment is made on invoices from each arts and cultural
20 group and artist shown on Exhibit "B", PCA shall assure that the funds requested will be
21 used appropriately to promote cultural and arts activities in Long Beach to the benefit of
22 the Long Beach citizenry and shall so certify in the performance report required in
23 Section 4 below.

24 4. On or before January 2, 2008, April 2, 2008, July 2, 2008 and
25 October 1, 2008, PCA shall submit to City a performance report of its activities, which
26 report shall include a statement of all arts and cultural groups and artists to whom funds
27 were distributed during the preceding three-month period and certification that each such
28 group or artist met the provisions of this Agreement. PCA shall require that the arts and

1 cultural groups listed in Exhibit "B" and with which PCA has an agreement shall submit
2 an interim and final report statement to PCA, setting forth the group's financial condition
3 and disclosure of all expenses, revenues, and fund balances relating to funds given to
4 said groups hereunder. These statements shall be prepared and submitted on a
5 schedule that will permit them to be reviewed by the City upon request.

6 5.

7 A. PCA shall prepare and file with City a complete annual
8 financial report no later than November 15, 2008, covering the period October 1,
9 2007 through September 30, 2008 and accounting for the Six Hundred Thousand
10 (\$600,000.00) allocated to PCA under Section 2 hereof. At that time, PCA shall
11 return to City any revenues undistributed or unexpended by it on or prior to
12 September 30, 2008. Said financial report shall be certified by PCA's senior
13 executive officer to indicate that all expenditures are supported by receipts,
14 invoices, vouchers or other appropriate documentation and that such expenditures
15 were made in accordance with this Agreement. PCA shall maintain books,
16 financial records and files as necessary to support its certified financial
17 statements. The City Auditor and other appropriate City personnel shall have the
18 right to examine and audit the statements and supporting books, records and files
19 for three years following the expiration or sooner termination of this Agreement.

20 B. Notwithstanding anything to the contrary herein, the City
21 Manager may approve the retention by PCA of funds allocated to specific arts and
22 cultural groups and artists during 2007-2008 and not spent by September 30,
23 2008, so long as he finds that adequate progress and timely completion of the
24 projects can be demonstrated by PCA to his satisfaction. PCA shall make monthly
25 status reports on such projects and shall expedite completion in a form satisfactory
26 to the City Manager.

27 C. On or before October 30, 2008, PCA shall secure from each
28 arts and cultural group identified in Exhibit "B" a comprehensive annual financial

1 statement for the period October 1, 2007 through September 30, 2008. Said
2 financial statement shall be reviewed, audited and approved by each group's
3 board, and shall be forwarded to the City Manager, together with a copy of the
4 applicable report based on said review, or part of the annual financial statement.

5 6. PCA shall maintain a current commercial checking account at a
6 commercial bank in which all funds granted under this Agreement are immediately
7 deposited when received and from which all payments are made for PCA's expenses for
8 programs and for services. The balance in this bank account and such reconciliation
9 shall be certified by the senior executive officer of PCA.

10 7. PCA shall not use any of its funds for political campaign contributions
11 or for promotions of political candidates or any other political purpose.

12 8. PCA shall, upon request by City, submit to City a list of the names,
13 addresses and assignments of all its officers and staff, permanent, part-time and
14 voluntary. PCA shall notify City of any changes to this list within ten (10) days after said
15 changes become effective.

16 9. PCA shall maintain for a period of three (3) years and make available
17 to City such additional records, budgetary and other information as City may request.

18 10. City, its officials and employees shall not have any control over the
19 conduct of PCA's activities or the employees of PCA. PCA expressly warrants that it will
20 not at any time or in any manner represent that PCA or any of PCA's agents, volunteers,
21 subscribers, members, officers or employees are in any manner the agents, volunteers,
22 subscribers, officers or employees of City.

23 11. PCA shall with respect to this Agreement indemnify and hold
24 harmless City, its officials, employees and agents (collectively in this Section "City") from
25 and against any and all liability, claims, demands, damage, loss, causes of action,
26 proceedings, penalties, costs and expenses (including reasonable attorney's fees, court
27 costs, and expert and witness fees)(collectively "Claims" or individually "Claim"). Claims
28 include by way of example but are not limited to: Claims for property damage, personal

1 injury or death arising in whole or in part from any negligent act or omission of PCA, its
2 officers, employees, agents, or anyone under PCA's control (collectively "Indemnitor");
3 PCA's breach of this Agreement; misrepresentation; willful misconduct; and Claims by
4 any employee of Indemnitor relating in any way to worker's compensation. Independent
5 of the duty to indemnify and as a free-standing duty on the part of PCA, PCA shall defend
6 the City and shall continue such defense until the Claim (including allegations in a Claim)
7 is resolved, whether by settlement, judgment or otherwise. No finding or judgment of
8 negligence, fault, breach, or the like on the part of Indemnitor shall be required for the
9 duty to defend to arise. PCA shall notify the City of any Claim within ten (10) days.
10 Likewise, the City shall notify PCA of any Claim, shall tender the defense of such Claim
11 to PCA, and shall assist PCA, as may be reasonably requested, in such defense.

12 12. As a condition precedent to the effectiveness of this Agreement,
13 PCA shall procure and maintain at PCA's expense for the duration of this Agreement
14 from insurance companies that are admitted to write insurance in California or from
15 authorized non-admitted insurance companies that have ratings of or equivalent to A:VIII
16 by A.M. Best Company:

17 (a) Commercial general liability insurance (equivalent in scope to ISO
18 form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than One Million
19 Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general
20 aggregate. Such coverage shall include but not be limited to broad form
21 contractual liability, cross liability, independent contractors liability, and products
22 and completed operations liability. The City, its officials, employees and agents
23 shall be named as additional insureds by endorsement (on City's endorsement
24 form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG
25 20 26 11 85), and this insurance shall contain no special limitations on the scope
26 of protection given to the City, its officials, employees and agents.

27 (b) Workers' Compensation insurance as required by the Labor Code of
28 the State of California and employer's liability insurance in an amount not less than

1 One Million Dollars (\$1,000,000).

2 (c) Professional or errors and omissions liability insurance in an amount
3 not less than One Million Dollars (\$1,000,000) per claim.

4 (d) Commercial automobile liability insurance (equivalent in scope to
5 ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not
6 less than Five Hundred Thousand Dollars (\$500,000) combined single limit per
7 accident.

8 Any self-insurance program, self-insured retention, or deductible must be
9 separately approved in writing by City's Risk Manager or designee and shall protect City,
10 its officials, employees and agents in the same manner and to the same extent as they
11 would have been protected had the policy or policies not contained retention or
12 deductible provisions. Each insurance policy shall be endorsed to state that coverage
13 shall not be reduced, non-renewed, or canceled except after thirty (30) days prior written
14 notice to City, and shall be primary and not contributing to any other insurance or self-
15 insurance maintained by City. PCA shall notify the City in writing within five (5) days after
16 any insurance required herein has been voided by the insurer or cancelled by the
17 insured.

18 PCA shall require that all contractors and subcontractors which PCA uses
19 in the performance of services hereunder maintain insurance in compliance with this
20 Section unless otherwise agreed in writing by City's Risk Manager or designee.

21 Prior to the start of performance, PCA shall deliver to City certificates of
22 insurance and required endorsements for approval as to sufficiency and form. The
23 certificate and endorsements for each insurance policy shall contain the original signature
24 of a person authorized by that insurer to bind coverage on its behalf. In addition, PCA,
25 shall, within thirty (30) days prior to expiration of the insurance required herein, furnish to
26 City certificates of insurance and endorsements evidencing renewal of such insurance.
27 City reserves the right to require complete certified copies of all policies of PCA and
28 PCA's contractors and subcontractors, at any time. PCA shall make available to City's

1 Risk Manager or designee all books, records and other information relating to the
2 insurance coverage required herein, during normal business hours.

3 Any modification or waiver of the insurance requirements herein shall only
4 be made with the approval of City's Risk Manager or designee. Not more frequently than
5 once a year, the City's Risk Manager or designee may require that PCA, PCA's
6 contractors and subcontractors change the amount, scope or types of coverages required
7 herein if, in his or her sole opinion, the amount, scope, or types of coverages herein are
8 not adequate.

9 The procuring or existence of insurance shall not be construed or deemed
10 as a limitation on liability relating to PCA's performance or as full performance of or
11 compliance with the indemnification provisions of this Agreement.

12 13. This Agreement contemplates the unique role and responsibilities of
13 PCA and the parties acknowledge that a substantial inducement to City for entering this
14 Agreement was and is that uniqueness. As a result, PCA shall not assign its rights or
15 delegate its duties hereunder, or any interest herein, or any portion hereof, without the
16 prior written consent of City. Any attempted assignment or delegation shall be void, and
17 any assignee or delegate shall acquire no right or interest by reason of such attempted
18 assignment or delegation. PCA shall not subcontract any portion of the performance
19 required hereunder. Nothing in this Section 13 shall prevent PCA from employing as
20 many employees as PCA deems necessary for performance of this Agreement.

21 14. Any notice required hereunder or desired to be given by either party
22 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first
23 class, postage prepaid to the City at 333 West Ocean Boulevard, Long Beach, California
24 90802 Attn: City Manager and to PCA at the address first shown herein. Change of
25 address shall be given in the same manner as stated herein. Notice shall be deemed
26 given on the date deposited in the mail or on the date personal delivery is made,
27 whichever first occurs.

28 15. The term of this Agreement shall begin at 12:01 a.m. on October 1,

1 2007, and shall terminate at midnight on September 30, 2008. Either party may
2 terminate this Agreement by giving thirty (30) days prior notice to the other party. The
3 complete annual financial report required by Section 5 shall be filed no later than
4 November 15, 2008, and any revenues to be returned shall be returned at the time of
5 said filing, unless otherwise allocated, with the approval of the City Manager.

6 16. The City Manager or designee shall administer this Agreement and
7 all matters in connection herewith, and his decision shall be final.

8 17. The acceptance of performance or the payment of any money by
9 City shall not operate as a waiver of any provision of this Agreement, or of any right to
10 damages or indemnity stated in this Agreement. The waiver of any breach of this
11 Agreement shall not constitute a waiver of any other or subsequent breach of this
12 Agreement.

13 18. PCA, by executing this Agreement, certifies that, at the time PCA
14 executes this Agreement and during the term hereof, PCA does not and will not perform
15 hereunder in any manner which would create a conflict, whether monetary or otherwise,
16 as between the interests of City and the interests of any recipient of funds hereunder.

17 19. This Agreement shall not be amended, nor any provision or breach
18 hereof waived, except in writing signed by the parties which expressly refers to this
19 Agreement.

20 20. This Agreement shall be governed by and construed pursuant to the
21 laws of the State of California.

22 21. This Agreement constitutes the entire understanding between the
23 parties and supersedes all other agreements, whether oral or written, with respect to the
24 subject matter herein.

25 22. In the event that there is any legal proceeding between the parties to
26 enforce or interpret this Agreement or to protect or establish any rights or remedies
27 hereunder, the prevailing party shall be entitled to its costs and expenses, including
28 reasonable attorney's fees.

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23. Subject to applicable laws, rules and regulations, PCA shall not discriminate in the performance of this Agreement on the basis of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or disability

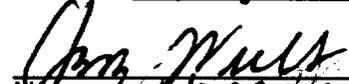
IN WITNESS WHEREOF, the parties hereto have executed this Agreement with all formalities required by law as of the date first stated above.

PUBLIC CORPORATION FOR THE ARTS OF THE CITY OF LONG BEACH, INC., a California nonprofit corporation, doing business as ARTS COUNCIL FOR LONG BEACH

Dated: Oct. 8, 2007

By: 
Name: Justin Heavis
Title: PRESIDENT

Dated: October 11, 2007

By: 
Name: Gary Nault
Title: V.P.

"PCA"

CITY OF LONG BEACH, a municipal corporation

Dated: 10/19, 2007

By: 
Name: Patrick A. West
Title: City Manager

"City"

This Agreement is approved as to form on 10/19, 2007.

ROBERT E. SHANNON, City Attorney

By: 
Assistant

HAM:fl
10-4-07
#07-04876

EXHIBIT A
PCA Operating Budget FY 2008: October 1, 2007 through September 30, 2008

	TOTAL BUDGET FY 2008	Admin.	Fundraising	Grants & Training	Marketing	Arts Learning	Design/ Public Art	City Support	
Staff (+Other Consult)	278,262	205,914	13,023	18,087	15,917	25,322		172,358	Exec. Director; Dir of
Percentage of total budget	16.06%	11.89%	0.75%	1.04%	0.92%	1.46%		9.95%	Develop;Office Mgr; Executive Asst
Operations:									
Advocacy	1,500	1,500						-	
Audit/Legal Fees	11,500	11,500						6,000	Audit & Tax Returns
Bank/Payroll Fees	5,000	5,000						2,500	Payroll & bank fees
Equipment/Computers	26,100	26,100						4,500	Copier; Postal meter lease;
Fundraising	14,200		14,200						
Insurance	5,500	5,500						3,000	Property/Liability
Maintenance	6,250	6,250							
Memberships	1,780	1,780							
Meetings/Travel	10,475	10,475							
Outside Consultants	39,000	28,860	1,825	2,535	2,231	3,549		28,860	Accountant ind consultant
Outside Staffing	-	-							
Postage	6,500	6,500						6,000	Postage
Printing	7,300	7,300						5,000	Non-newsletter printing
Rent/Parking	46,200	46,200						11,000	Rent
Special Events Cost	-	-							
Supplies	5,000	5,000						3,500	Supplies
Telephone	6,000	6,000							
Misc. (Licenses, etc)	100	100							
Total Operations	192,405	168,065	16,025	2,535	2,231	3,549	-	70,360	
Percentage of total budget	11.11%	9.70%	0.93%	0.15%	0.13%	0.20%	0.00%	4.06%	
Programs:									
Grants & Residencies	305,500			305,500				300,000	Grants Program
Marketing Projects	118,267				118,267				Graphic Designer & Mktg Asst
Arts Learning	275,880					275,880			
Public Art	186,975						186,975		
Program Administration	374,951		12,187	67,436	100,877	84,371	110,080	57,282	Grants Admin-Salary + Benefits
Program Total:	1,261,573	-	12,187	372,936	219,144	360,251	297,055	357,282	
Percentage of total budget	72.83%	0.00%	0.70%	21.53%	12.65%	20.80%	17.15%	20.63%	
TOTAL EXPENSES:	1,732,240	373,979	41,235	393,558	237,291	389,122	297,055	600,000	
Percentage of total budget		21.59%	2.38%	22.72%	13.70%	22.46%	17.15%	34.64%	

EXHIBIT B

	1st payment Nov. 1, 2007	2nd payment Feb. 15, 2008	3rd payment May 15, 2008	4th payment Oct. 15, 2008	Total Award
PROFESSIONAL ARTIST FELLOWSHIP					
1 Kimiko Miyoshi	\$4,000				\$4,000
2 Cynthia K. Evans	\$2,000				\$2,000
3 Ali Smith	\$2,000				\$2,000
4 Sue Ann Robinson	\$1,000				\$1,000
5 Kristin Beeler	\$1,000				\$1,000
	\$10,000				\$10,000

OPERATING GRANTS LEVEL I					
1 Long Beach Opera	\$3,750	\$3,750	\$3,750	\$3,750	\$15,000
2 Khmer Arts Academy	\$3,500	\$3,500	\$3,500	\$3,500	\$14,000
3 Long Beach Playhouse	\$3,000	\$3,000	\$3,000	\$3,000	\$12,000
	\$10,250	\$10,250	\$10,250	\$10,250	\$41,000

OPERATING GRANTS LEVEL II					
1 Long Beach Symphony Orchestra	\$10,987.81	\$10,987.80	\$10,987.80	\$10,987.81	\$43,951.22
2 Musical Theatre West	\$10,126.01	\$10,126.02	\$10,126.02	\$10,126.02	\$40,504.07
3 Museum of Latin American Art	\$9,371.95	\$9,371.95	\$9,371.95	\$9,371.95	\$37,487.80
4 International City Theatre	\$9,264.23	\$9,264.23	\$9,264.23	\$9,264.22	\$37,056.91
	\$39,750.00	\$39,750.00	\$39,750.00	\$39,750.00	\$159,000.00

COMMUNITY PROJECT GRANTS					
1 Carpenter Performing Arts Center at CSULB	\$1,875	\$1,875	\$1,875	\$1,875	\$7,500
2 University Art Museum, CSULB	\$1,750	\$1,750	\$1,750	\$1,750	\$7,000
3 Hmong Association of Long Beach, Inc.	\$1,475	\$1,475	\$1,475	\$1,475	\$5,900
4 Aquarium of the Pacific	\$1,350	\$1,350	\$1,350	\$1,350	\$5,400
5 Long Beach Community Band	\$1,350	\$1,350	\$1,350	\$1,350	\$5,400
6 Long Beach Community Concert Association	\$1,350	\$1,350	\$1,350	\$1,350	\$5,400
7 South Coast Dance Arts Alliance	\$1,350	\$1,350	\$1,350	\$1,350	\$5,400
8 Arts and Services for Disabled, Inc.	\$1,225	\$1,225	\$1,225	\$1,225	\$4,900
9 Camerata Singers of Long Beach	\$1,225	\$1,225	\$1,225	\$1,225	\$4,900
10 South Coast Chorale	\$875	\$875	\$875	\$875	\$3,500
11 The Found Theatre	\$875	\$875	\$875	\$875	\$3,500
12 2nd City Council + Performance Space (2cc)	\$850	\$850	\$850	\$850	\$3,400
13 Long Beach Chorale and Chamber Orchestra	\$850	\$850	\$850	\$850	\$3,400
14 Homeland Cultural Center through Partners of Parks	\$600	\$600	\$600	\$600	\$2,400
15 Historical Society of Long Beach	\$250	\$250	\$250	\$250	\$1,000
16 The Garage Theatre	\$250	\$250	\$250	\$250	\$1,000
					\$70,000

NEIGHBORHOOD PROJECT GRANTS					
1 Sexual Assault Crisis Agency	\$1,875.00			\$625.00	\$2,500
2 United Cambodian Community, Inc.	\$1,837.50			\$612.50	\$2,450
3 Primetime Players	\$1,275.00			\$425.00	\$1,700
4 Music Untold	\$937.50			\$312.50	\$1,250
5 H'ArtWorks, Inc.	\$900.00			\$300.00	\$1,200
6 Saturday Night Bath Concert Fund	\$900.00			\$300.00	\$1,200
7 Culture Shock LA	\$712.50			\$237.50	\$950
8 East Village Association	\$712.50			\$237.50	\$950
9 FLOOD	\$712.50			\$237.50	\$950
10 Friends of Rancho Los Cerritos	\$712.50			\$237.50	\$950
11 Koo's Art Center	\$712.50			\$237.50	\$950
12 Regina Klenjoski Dance Co.	\$712.50			\$237.50	\$950
13 Barry Cogert with Jazz Angel, Inc.	\$525.00			\$175.00	\$700
14 Elizabeth Washburn with Gallery 33	\$525.00			\$175.00	\$700
15 Esencia Flamenca Dance Company	\$525.00			\$175.00	\$700
16 Friends of Music of California Heights UMC	\$525.00			\$175.00	\$700
17 The Earl Burns Miller Japanese Garden at CSULB	\$525.00			\$175.00	\$700
18 2nd Saturday Art Walk Organization	\$375.00			\$125.00	\$500
					\$20,000

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On 10.29.07 before me, Melodi Nantes, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Patrick H. West
Name(s) of Signer(s)

- personally known to me
- (or 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.



Place Notary Seal Above

WITNESS my hand and official seal.
Signature Melodi Nantes
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

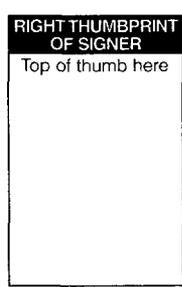
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

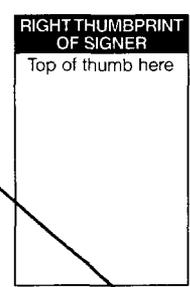
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

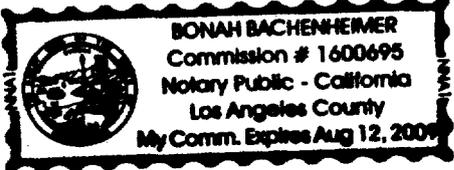
State of California

County of Los Angeles

On October 19, 2007 before me, Bonah Bachenheimer, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Justin Hectoris
Name(s) of Signer(s)

- personally known to me
- (or 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.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature Bonah Bachenheimer
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

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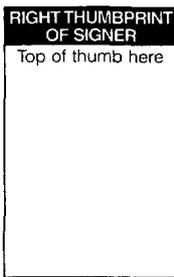
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____