Recorded in Official Records of Alameda Co.
Patrick O'Connell, Clerk-Recorder
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This document is recorded for the benefit of the City of Pleasanton and is entitled to be recorded free of charge in accordance with Sections 6103 and 27383 of the Government Code. When recorded, mail to:

City of Pleasanton
123 Main Street
Pleasanton, CA 94566-0802
Attn: City Attorney

EXHIBIT C

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (the "Amendment") is made and entered into as of January 6, 1998, by and between the CITY OF PLEASANTON, a municipal corporation of the State of California ("City"), and SECURITY TRUST COMPANY, as TRUSTEE under TRUST NO. 1860-0 ("Developer"), pursuant to the authority of California Government Code Sections 65864-65869.5.

RECITALS:

A. The City and Developer are parties to a Development Agreement (the "Agreement") dated as of November 5, 1992, as approved by the City Council under Ordinance No. 1578. The Agreement was recorded on April 2, 1993 under Instrument No. 93103418 in the Official Records of Alameda County. (Capitalized terms not otherwise defined in this Amendment shall have the meanings given to them in the Agreement; all references to the Agreement shall refer to the same as modified by this Amendment.)

B. The City and Developer desire to amend the Agreement with regard to the funding and reimbursement mechanism applicable to required Traffic Mitigation Improvements. In addition, the parties have agreed to extend the term of the Agreement and to modify the scope of the Project (i.e., future expansion of Stoneridge Regional Shopping Center) as defined therein. In order to strengthen the public planning process, encourage private participation in comprehensive planning, secure the orderly development of the Project and provide greater opportunities for traffic management and cohesive, attractive site design and improvements and related economic benefits to the

City, the City has determined that this Amendment is an appropriate supplement to the Agreement.

C. The City has examined the environmental effects of the Project as modified and, based on the Initial Environmental Study and the Traffic Mitigation Improvements, has determined that the Project will have no significant adverse effect on the environment, on the basis of which a negative declaration was adopted by the City Council.

D. On July 23, 1997, after conducting a duly noticed public hearing, the City Planning Commission recommended that the City Council approve this Amendment, based on the following findings and determinations: that this Amendment is consistent with the objectives, policies, general land uses and programs specified in the City's General Plan; is compatible with the uses authorized in and the regulations prescribed for the land use district (C-R (Regional Commercial)) in which the Property is located; is in conformity with public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City; will not adversely affect the orderly development of property or the preservation of property values within the City; and will promote and encourage the development of the Project by providing a greater degree of certainty with respect thereto.

E. Thereafter, on December 9, 1997, the City Council held a duly noticed public hearing on this Amendment and made the same findings and determinations as the Planning Commission. On that same date, the City Council made a decision to approve this Amendment by introducing Ordinance No. 1732. On January 6, 1998, the City Council adopted Ordinance No. 1732.

NOW, THEREFORE, pursuant to the authority contained in California Government Code Sections 65864-65869.5, and in consideration of the mutual covenants and promises of the parties herein contained, the parties agree as follows:

1. Revised Description of Project and Property.

(a) The description of the Project is hereby amended and restated in the form of revised Exhibit C attached hereto. As so revised, the Project shall constitute additional future Floor Area in the Shopping Center of up to 380,000 square feet and related improvements.

(b) The Property is presently defined in the Agreement to be that portion of the Shopping Center, consisting of approximately 35 acres, owned by Developer. As redefined, the Project now extends to development within the entire Shopping Center, consisting of approximately of 75 acres. At such time as, pursuant to the Agreement, further development occurs within the Shopping Center on portion(s) thereof not owned by Developer, the parties hereto shall supplement this Amendment (by way of

modification to Exhibits A and B to the Agreement) to include within the definition of the "Property" that portion of the Shopping Center being so developed. Such modification shall be by way of implementation of the terms and conditions of this Amendment and may be completed by City staff without further public hearings.

2. Section 2.2 is hereby amended and restated as follows:

2.2 Term. The term of this Agreement and Developer's rights and obligations hereunder shall terminate on December 31, 2012.

3. Traffic Mitigation Improvements. Sections 3.2(a) and 3.2(b) of the Agreement are hereby amended and restated to read as follows (with Sections 3.2(c) through (e) being redesignated as Sections 3.2(i) through (k), respectively):

3.2 Conditions.

(a) Traffic Mitigation Improvements; Estimated Costs. In consideration of the City's entering into this Agreement, Developer agrees to contribute to the cost of those public improvements (the "Traffic Mitigation Improvements") set out in Exhibit D attached hereto. The City has identified these Traffic Mitigation Improvements as necessary to maintain adequate levels of service for traffic circulation in and around the Stoneridge Shopping Center area of North Pleasanton as development occurs on certain properties which currently are undeveloped or on other properties which are developed but may be redeveloped or the uses thereon expanded or intensified. The City shall complete the Traffic Mitigation Improvements from time to time as and when the same shall be required, as a consequence of additional development in the Stoneridge Shopping Center area, in order to avoid a deterioration of the level of traffic services (LOS) at any intersection identified on Exhibit D below LOS "D". As shown on Exhibit D, the estimated costs of constructing the Traffic Mitigation Improvements ("Estimated Traffic Mitigation Improvements Costs"), based on present construction costs, is $1,080,000. Certain funding sources ("Existing Funding Sources") exist, a list of which is set forth in Exhibit E attached. All funds from time to time held by the City from the Existing Funding Sources (or hereafter from a Contributing Project, as defined below) are to be applied to the Traffic Mitigation Improvements Costs next incurred by the City. The City, and not Developer, shall be responsible for collecting from the Existing Funding Sources (and hereafter from Contributing Projects, as aforesaid) all funds referred to in this Section 3.2. After deducting the Existing Funding Sources from the Estimated Traffic Mitigation Improvements Costs, the remaining Traffic Mitigation

Improvements Costs ("Net Estimated Traffic Mitigation Improvements Costs") is $954,750, as shown on Exhibit F.

(b) Developer's Share of Net Estimated Traffic Mitigation Improvement Costs. A list of the currently identified projects that will contribute ("Contributing Projects") to the Traffic Mitigation Improvements Costs is shown on Exhibit F. (Said list has been compiled by the City based upon development projects as to which development agreements, applications or other submittals to the City or similar evidence of expected development existed as of October 1, 1997; said list of Contributing Projects shall be revised from time to time by the City as development expectations change.) Based upon the foregoing and subject to adjustment as hereinbelow provided, Developer's share of the Net Estimated Traffic Mitigation Improvements Costs (calculated as a percentage) shall be fifty and one-half percent (50.5%) ("Developer's Percentage Share"). Developer's share of the Net Estimated Traffic Mitigation Improvements Costs (in terms of present dollars) is, accordingly, $482,149 ("Developer's Estimated Required Payment"). Developer's Percentage Share and Developer's Estimated Required Payment shall be adjusted as specifically provided in this Section 3.2.

(c) Developer's Payments.

(i) Payment of Net Estimated Traffic Mitigation Improvements Costs. Subject to Developer's responsibility for increased costs (pursuant to subparagraph (g) below) and the City's responsibility for reimbursement to Developer (pursuant to subparagraph (e) below), Developer (or its successor, including a major department store within the Shopping Center ["successor"]) shall pay to the City either the Net Estimated Traffic Mitigation Improvements Costs or, if the actual costs of particular Traffic Mitigation Improvements have been determined by bid, the Net Actual Traffic Mitigation Improvements Costs, for the Traffic Mitigation improvements, when (1) Developer (or its successor) obtains a building permit for any portion of the Project as identified on Exhibit F, and (2) the City Engineer reasonably determines that the LOS at any intersection identified on Exhibit D will be below LOS "D" following completion of the improvements covered by such building permit. If the circumstance referred to in clause (2) will not exist following the completion of such improvements (i.e., no Traffic Mitigation Improvements must be completed at the time of such development), then Developer (or its successor) shall pay to the City Developer's Estimated Required Payment (or allocable portion thereof, as referred to below) at such time as either (A) the City is obligated to pay Reimbursement Fees to a Contributing Project as provided in subparagraph (e) below, or (B) the City

thereafter incurs costs in connection with the completion of any Traffic Mitigation Improvements; such payment may be made in installments, as necessary, in order to satisfy the foregoing, and any such accrued payment obligation shall continue as an obligation of Developer (or its successor) to the extent the same remains unpaid at the termination of this Agreement. (Notwithstanding the foregoing, Developer (or its successors) may elect not to defer payment of Developer's Estimated Required Payment as referred in the preceding sentence, but rather may pay same to the City upon issuance of the aforesaid building permit.) The foregoing reference to "allocable portion" shall be understood to refer to that circumstance where Developer (or its successor) completes only a portion of the Project as referred to on Exhibit F; by way of example, if Developer (or its successor) were to construct an additional 100,000 sq. ft. of Floor Area within the Shopping Center, then Developer's allocable portion of its Estimated Required Payment would be 17.9% (100,000 sq. ft. divided by the total Project size of 558,000 sq. ft. as shown on Exhibit F) of the total Estimated Required Payment for Developer (i.e., 0.179 x $482,149 = approximately $86,305).

(ii) Increase in Net Estimated Traffic Mitigation Improvements Costs. Any portion of the Net Estimated Traffic Mitigation Improvements Costs not paid to the City by Developer by January 1, 1999 shall increase by an interest factor equal to the Prime Rate from such date to the date of payment. The term "Prime Rate" shall mean the rate of interest which Wells Fargo Bank, N.A. ("WFB") announces publicly at its main office in San Francisco, California, as its "prime rate" for unsecured commercial loans. If WFB no longer announces a prime rate, the term "Prime Rate" shall mean the "reference rate", "base rate" or other comparable rate which WFB announces in lieu of the prime rate. Changes in the Prime Rate shall be effective as of the date announced by WFB.

(d) Liability of Contributing Projects. In addition to Developer's property, other properties will benefit from the Traffic Mitigation Improvements. The boundaries of such benefitted properties are depicted on Exhibit G attached hereto. As of October 1, 1997, the City has identified five "Contributing Projects" which will benefit from completion of the Traffic Mitigation Improvements, as shown on Exhibit F. The City has assigned each Contributing Project (including Developer's) a percentage share of the responsibility for participating in the costs to complete the Traffic Mitigation Improvements. That percentage share of the Traffic Mitigation Improvements Costs of each of the currently identified Contributing Projects and their required payments are also shown on Exhibit F. Each

Contributing Project's share is based upon its estimated peak hour trips as a percentage of the total peak hour trips contributed by all such Contributing Projects. Over time, the number of Contributing Projects is expected to change as properties develop, redevelop or as existing uses expand, intensify or consolidate. As that occurs, the City shall revise the list of Contributing Projects and the relative percentages among the Projects so that each Project that has not already paid its entire share shall then be responsible to pay its share of the Traffic Mitigation Improvements Costs based on its estimated peak hour trips as a percentage of the total peak hour trips contributed by all identified Contributing Projects. Each Contributing Project's contribution shall be based on its percentage share of the Traffic Mitigation Improvements Costs. (To the extent any Contributing Project has paid its entire share of the Traffic Mitigation Improvements Costs when it obtained a building permit or permits, such Project shall not be responsible for any additional contribution should the Project's percentage thereafter increase; similarly, should such Project's percentage decrease, such Contributing Project shall not be entitled to a refund.) Any portion of the Net Estimated/Actual Traffic Mitigation Improvements Costs not paid by the owners of the Contributing Projects by January 1, 1999 shall increase by an interest factor equal to the Prime Rate. The interest factor shall be applied from such date to the date of payment. The owner of each Contributing Project shall also be responsible for its percentage share (as stated in Exhibit F, as the same may be revised) of the Excess Traffic Mitigation Improvements Costs (as defined below). To the extent that any BART facilities are developed within the area shown on Exhibit G, the City shall likewise diligently pursue all available means to require that BART bear its fair share of Net Estimated/ Actual Traffic Mitigation Improvements Costs on the same basis as any other Contributing Project.

(e) Reimbursement From Contributing Projects. If Developer has paid to the City any portion of the Net Estimated/Actual Traffic Mitigation Improvements Costs (or Excess Traffic Mitigation Improvements Costs) attributable to another Contributing Project (i.e., Developer has paid an amount in excess of Developer's Estimated Required Payment, or allocable share thereof, as earlier discussed, in the event that a portion only of Developer's Project has been developed), then Developer shall be entitled to reimbursement of the full amount of such excess, plus an interest accrual thereon at the Prime Rate from the date paid until reimbursed hereunder (the "Reimbursement Fee"). The City shall require payment by each Contributing Project, as a condition of the next approval requested by the Contributing Project, of such Project's percentage share of the Net Estimated/Actual Traffic Mitigation Improvements Costs on the same basis that Developer is obligated to make payments for same in accordance with subparagraph (c) above.

The City shall collect such amounts in conjunction with each building permit requested by a Contributing Project. The City shall use its best efforts to prevent Contributing Projects from receiving any City approvals without the condition that they make such payments and shall not issue permits, licenses or consents for development of the Contributing Projects without such payments being made (or committed to, as applicable). If, for any reason, the City grants an approval to a Contributing Project but voluntarily elects not to collect or impose such payment in respect of the Net Actual/Estimated Traffic Mitigation Improvements Costs, then the City shall, for all purposes, be deemed to have collected the required payment from the Contributing Project and shall, accordingly, be obligated to advance from the City's general funds the full amount thereof for the purpose of paying such Traffic Mitigation Improvements Costs and/or making a payment of Reimbursement Fees to Developer hereunder, as applicable. To the extent that Reimbursement Fees are owed to Developer (or any other Contributing Project which may have advanced more than its applicable percentage share of Traffic Mitigation Improvements Costs), then the City shall be obligated to pay such Reimbursement Fees owed, subject to the following: (i) payments collected from each Contributing Project shall first be applied in payment of Actual Traffic Mitigation Improvements Costs then payable in order to maintain LOS "D" at the required intersections as stated above; and (ii) any remaining funds collected shall be applied in payment of Reimbursement Fees, with such payments to be allocated among Developer and other Contributing Projects owed Reimbursement Fees in proportion to the amount of such Reimbursement Fees owed to each such person. Notwithstanding any termination of this Agreement, the City shall continue to pay to Developer Reimbursement Fees which may be owed to Developer from payments later collected by the City from other Contributing Projects, until Developer's Reimbursement Fees have been fully repaid.

(f) This subparagraph sets forth several examples of the manner in which Reimbursement Fees would accrue and, ultimately, be paid hereunder. The addition of the Sears department store shall trigger the need to widen Canyon Way in the form of the Traffic Mitigation Improvement listed as Item A-1 on Exhibit D. Assuming that the Actual Traffic Mitigation Improvement Costs therefor are $500,000, then Developer (and/or Sears, as its successor) would be required to pay to the City $374,750 (i.e., the Actual Traffic Mitigation Improvement Costs less the Existing Funding Sources totalling $125,250). Said payment would generate a Reimbursement Fee to Developer in the amount of $220,450 calculated as follows:

(i) 178,000 sq. ft. (Sears store) divided by 558,000 sq. ft. (total Project) yields an allocable share of the total Project of approximately 32%;

(ii) 32% of Developer's Estimated Required Payment is approximately $154,300 (0.32 x $482,149); and

(iii) the difference between $374,750 and $154,300 is $220,450, which constitutes the amount paid in excess of such allocable share.

Assume that (1) the next Contributing Project is required to fund an additional Traffic Mitigation Improvement, the actual cost of which is $325,000, and (2) such Contributing Project's total Estimated Required Payment is $250,000. A Reimbursement Fee would then be payable to such Contributing Project in the amount of $75,000 (namely, the difference between $325,000 and $250,000). Assume further that an additional Contributing Project is constructed at a time when no additional Traffic Mitigation Improvement must be constructed, and that such Contributing Project pays to the City, at issuance of the building permit therefor, its Estimated Required Payment of $100,000 (including the accrual factor, to the extent applicable, referred to in subparagraph (c)(ii) above). Said $100,000 would be paid by the City, by way of partial pro rata repayment of Reimbursement Fees, to Developer ($74,600) and to the second Contributing Project in the example ($25,400), which payments reflect a proportional allocation between Developer (owed a Reimbursement Fee of $220,450) and the second Contributing Project (owed a Reimbursement Fee of $75,000).

As provided in subparagraph (e) above, an accrual factor (at the Prime Rate) shall be added to unpaid Reimbursement Fees. By way of illustration utilizing the foregoing example, assume that the $100,000 is paid by the City to Developer and the second Contributing Project two years and one year, respectively, after each had advanced funds to pay for the particular Traffic Mitigation Improvement required at the time their respective building permits were issued; assume further that the Prime Rate was 8% per annum during the two-year period referred to, and that such two-year period commenced after January 1, 1999. The total Reimbursement Fee due Developer would be the sum of $220,450 plus approximately $35,270 (namely, two years' accrual at 8% on $220,450), or a total of $255,720. Similarly, the total Reimbursement Fee due the second Contributing Project would be $75,000 plus $6,000 (one year's accrual at 8% on $75,000), or a total of $81,000. Using the foregoing figures, the $100,000 would be allocated $75,900 to Developer and $24,100 to the second Contributing Project, in proportion to the total Reimbursement Fees (including the accrual) owed to each at the date of reimbursement by the City.

(g) <u>Developer's Responsibility For Increased Costs</u>. The current Estimated Traffic Mitigation Improvements Costs

may be inaccurate for many reasons, or the Traffic Mitigation Improvements Costs may increase after the date of this Agreement at a rate other than the Prime Rate. Developer shall be responsible for Developer's Percentage Share of the costs of the Traffic Mitigation Improvements identified in Exhibit D in excess of $954,750 ("Excess Traffic Mitigation Improvements Costs"), subject to the following limitations:

(i) Developer's Maximum Liability. Developer's maximum liability for Excess Traffic Mitigation Improvements Costs shall be ten percent (10%) of Developer's Estimated Required Payment (i.e., 10% of $482,149 or $48,215);

(ii) City's Obligation. Any Excess Traffic Mitigation Improvements Costs beyond Developer's maximum liability therefor as aforesaid shall be paid by the City; and

(iii) Reimbursement from Contributing Projects. The owner of each Contributing Project shall be required to pay to the City such Contributing Project's percentage share of the Excess Traffic Mitigation Improvements Costs paid by Developer, the City or any other Contributing Project which has advanced Excess Traffic Mitigation Improvements Costs, together with interest at the Prime Rate from the date of payment by such person or entity to the date of reimbursement by the owner of the Contributing Project. Such payment shall be required concurrent with the payment by such Contributing Project of its percentage share of Traffic Mitigation Improvements Costs generally. Upon receipt of such payment toward the Excess Traffic Mitigation Improvements Costs, the City shall apply same to repayment of such Excess Traffic Mitigation Improvements Costs advanced by Developer, the City and/or any other Contributing Project in proportion to the amount thereof advanced by each such person.

(h) Future Impact Fee. In the event the City should hereafter adopt a traffic impact or similar capital improvements fee or fees, the purpose and use of which would include any of the Traffic Mitigation Improvements, the payment obligations of Developer (and its successors) under this Section 3.2 shall be credited against such fees.

4. Additional Traffic Improvements. Section 3.2(i) of the Agreement is revised by adding the following at the end thereof:

"Additional Traffic Improvements as used herein shall specifically mean mitigation measures identified by the City to offset anticipated traffic impacts should it decide not to construct the West Las Positas interchange at I-680. Furthermore, Developer agrees

that the following special conditions shall apply to the additional 202,000 square foot of Floor Area approved as part of the Project pursuant to the First Amendment to Development Agreement (but such conditions shall not apply to the previously approved 178,000 square feet remaining unused at the date of such First Amendment):

(A) no use of such additional Floor Area will be made until the earlier of (x) completion of the West Las Positas study and, as a consequence thereof, any modification of the Circulation Element of the City's General Plan (including revisions to the street network and/or acceptable levels-of-service therein), or (y) December 31, 1999; and

(B) within sixty (60) days following occurrence of the condition referred to in the foregoing subparagraph (A), the City shall, by a majority vote of its City Council, either (x) revoke Developer's rights to the additional 202,000 square feet of Floor Area if development of such additional Floor Area is determined to be inconsistent with said Circulation Element (as the same may be amended as a result of the West Las Positas study), or (y) confirm Developer's rights to the additional 202,000 square feet of Floor Area if development of such additional Floor Area is determined to be consistent with said Circulation element (as the same may be amended as a result of the West Las Positas study). Such action by the City Council shall be undertaken at a regularly noticed public hearing, and the Council action to revoke or to confirm shall be deemed a legislative action.

Any such revocation shall not affect Developer's other rights and obligations under the Development Agreement as amended, nor limit or prejudice Developer's right at any time to request City approval (whether pursuant to the Development Agreement or otherwise) of additional expansion within the Stoneridge Shopping Center."

5. Miscellaneous.

(a) Developer acknowledges that the City is not guaranteeing that existing LOS standards be maintained in perpetuity and that no guarantee is made that the City will be responsible for keeping intersections at LOS "D" or better.

(b) Developer shall continue to implement a proactive Transportation Systems Management program or other measures which will positively mitigate the Project's otherwise anticipated traffic impacts.

(c) Except as expressly modified by this Amendment, the City and Developer hereby ratify and confirm all of the terms

and conditions of the Agreement, which is fully incorporated herein by reference and shall continue in full force and effect.

(d) This Amendment may be executed in multiple counterparts, all of which taken together shall constitute one and the same instrument. This Amendment shall be duly recorded in the Official Records of Alameda County.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

"City"

CITY OF PLEASANTON, a municipal corporation of the State of California

By: Deborah Acosta
Deborah A. Acosta,
City Manager

Attest:

City Clerk - Peggy L. Ezidro

Approved as to Form:

By: Michael H. Roush
Michael H. Roush
City Attorney

"Developer"

SECURITY TRUST COMPANY,
as Trustee under
Trust No. 1860-0

By:

Title: Authorized Signatory

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 29th day of January 1998, before me, a Notary Public in and for said County, personally appeared Dennis J. Hecht, to me known to be the person who executed the foregoing instrument, and acknowledged before me that he was duly authorized and did execute the same.

Elaine V. Henderson
Notary Public

My commission expires: 8/30/98

ELAINE V HENDERSON
Notary Public, Oakland County, MI
My Commission Expires Aug. 30, 1998

RECORDERS MEMO
LEGIBILITY FOR MICROFILMING AND
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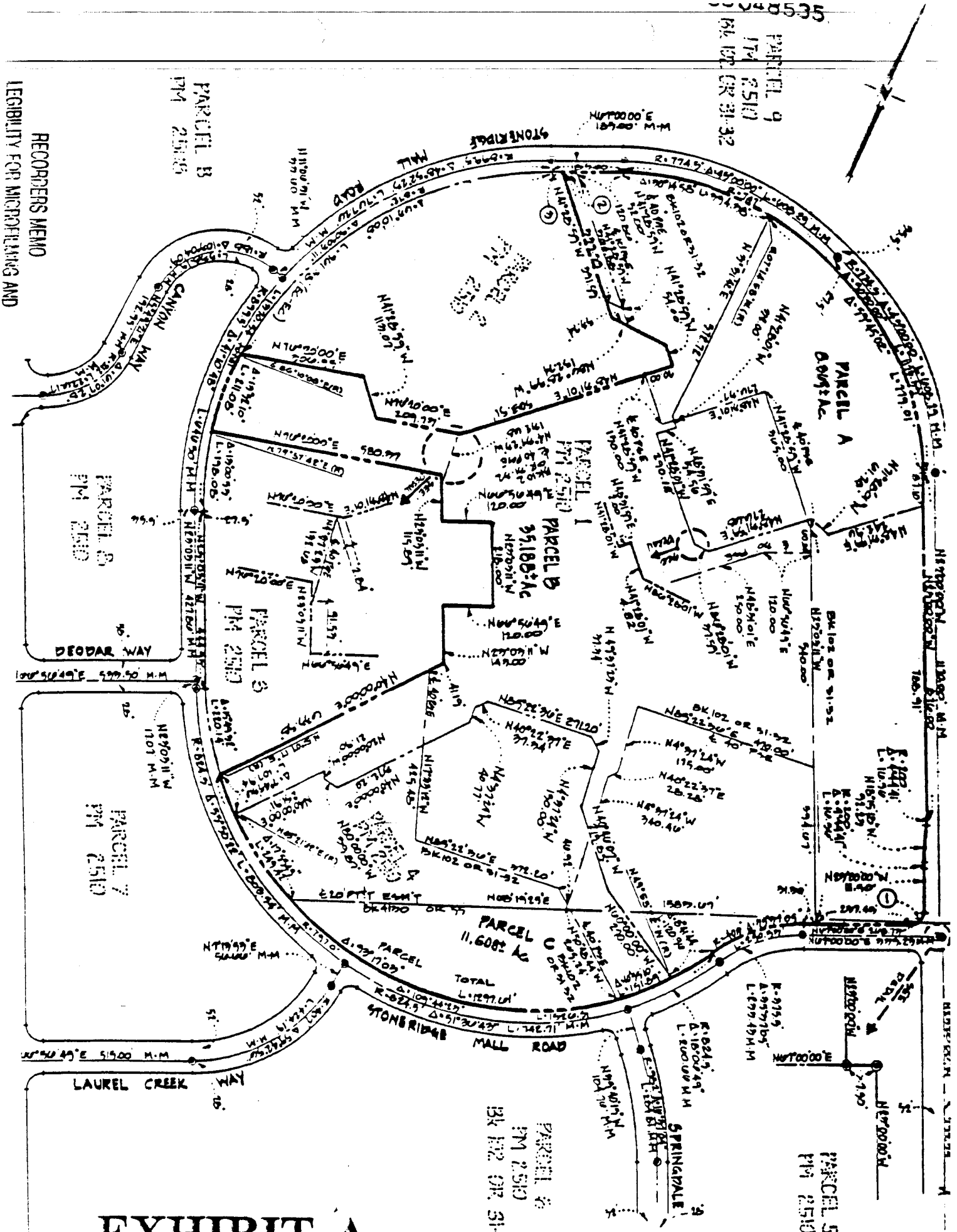

EXHIBIT A

PAGE 1 OF 1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of ALAMEDA

On JAN 22 1998 (Date) before me, PEGGY L. EZIDRO NOTARY PUBLIC (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared DEBORAH AUSTA (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.

PEGGY L. EZIDRO
Comm. #1146482
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
Comm. Exp. Aug. 7, 2001

WITNESS my hand and official seal.

Peggy Ezidro
(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: _____

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Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

_____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
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Signer Is Representing:

_____

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