

4
Recorded at the Request of
Old Republic Title Company
Oakland 1117012979



2013178613

05/17/2013 08:30 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL THIS
DOCUMENT AND TAX DOCUMENTS
TO:



5 PGS

CITY OF SAN LEANDRO
835 East 14th Street
San Leandro, CA 94577
Attn: City Clerk

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

No documentary transfer tax is due per RT Code 11922-Government
Agency acquiring title

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

GRANT DEED

R8T11922:

GOVERNMENT AGENCY
ACQUIRING TITLE

For valuable consideration, receipt of which is hereby acknowledged, the San Leandro Chamber of Commerce, a California nonprofit public benefit corporation ("Grantor") hereby grants to the City of San Leandro, a municipal corporation, ("Grantee") all that real property located in the City of San Leandro, County of Alameda, State of California described in Exhibit C-1 attached hereto and incorporated herein.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of
April 25, 2013.

GRANTOR:

SAN LEANDRO CHAMBER OF COMMERCE
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

By: 

Its: President & CEO


Chair of the Board

EXHIBIT C-1 TO GRANT DEED

PROPERTY

Portion of Lots "H", "I", and "J", Block 1, Map of the Town of San Leandro, filed February 27, 1855, Map Book 1, page 19, Alameda County Records, bounded as follows:

Beginning at a point on the northwestern line of Davis Street, distant thereon North 62° 00' east 33 feet from the northeastern line of Hays Street, as said streets are shown on the said map, said point of beginning being distant north 62° 00' east 40.10 feet, more or less, along said line of Davis Street from the northeastern line of Hays Street, as now improved; and running thence along said line of Davis Street north 62° 00' east 52 feet; thence north 28° 00' west 197.92 feet; thence along the southeastern line of the parcel of land described in the deed to City of San Leandro, recorded September 5, 1957 in Book 8460 of Official Records of Alameda County, page 321, said line being the southeastern line of Hays Street, as now improved, south 42° 00' west 31.84 feet and southwesterly, on the arc of a tangent curve to the left, with a radius of 94.50 feet, a distance of 24.98 feet to a line drawn north 28° 00' west from the point of beginning; thence south 28° 00' east 175.71 feet to the point of beginning.

Assessor's Parcel Number: 075-0001-009-02

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

On 4/25/2013 before me, Tara H. Peterson, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared David P. Johnson and David Gradin
Name(s) of Signer(s)



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.

Place Notary Seal Above

Signature Tara H. Peterson
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: Grant Deed

Document Date: 4/25/2013 Number of Pages: 1

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: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated April 25, 2013, ~~2012~~, from San Leandro Chamber of Commerce, a California nonprofit public benefit corporation to the City of San Leandro, a municipal corporation ("City"), is hereby accepted on behalf of the City by the undersigned officer or agent on behalf of the City Council of the City of San Leandro pursuant to authority conferred by resolution of the City Council adopted on October 17, 2005 and that the City consents to recordation of the Grant Deed by its duly authorized officer.

Dated May 7, 2013



CITY OF SAN LEANDRO

By: Marian Handa

Title: City Clerk

APPROVED AS TO FORM:

By: Jan Fajal for
City Attorney
Richard Pio Roda

SIGNATURES MUST BE NOTARIZED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss.
County of Alameda)

On MAY 7, 2013 before me, MARY HUSTACE FOSTER, NOTARY PUBLIC,
personally appeared MARIAN HANDA, CITY CLERK,

My commission number is 1917320.



who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

My commission expires on December 17, 2014.

WITNESS my hand and official seal.

Mary Hustace Foster
Signature of Notary Public
Mary Hustace Foster

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: Certificate of Acceptance

Document Date: May 7, 2013

Number of Pages: 1

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: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



CITY OF SAN LEANDRO
JUN 12 2013
CITY CLERK'S OFFICE

e: Tara Peterson /ET
o: Pauline Tabilang /ET

SCANNED

JUN 26 2013

CITY CLERK'S OFFICE

Scan Operator: _____

344337

cc: M McCluckie 1/12/04

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

THE CITY OF SAN LEANDRO
REDEVELOPMENT AGENCY
Office of Business Development
835 East 14th Street
San Leandro, CA 94577

2193724955 12/15/2003 08:53 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
MARICK B CONNELL
RECORDING FEE 35.00
10 PGS

100

Reso 2002-019
(2917)
D-1366

This Space for Recorder's Use Only

CITY OF SAN LEANDRO

JAN 12 2004

CITY CLERK'S OFFICE

DEED OF TRUST

**BY AND BETWEEN THE
SAN LEANDRO REDEVELOPMENT AGENCY
AND THE
SAN LEANDRO CHAMBER OF COMMERCE
FOR PROPERTY LOCATED AT
262 DAVIS STREET
(APN: 075-0001-009-02)**

RDA Resolution No. 2002-19

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Govt. Code § 27361.6)

1/8/04- Original to City Clerk
me

CMO - Bus. Dev.

JAN 08 2004

City of San Leandro

DEED OF TRUST

THIS DEED OF TRUST is made this 10th day of October, 2002 by and between the San Leandro Chamber of Commerce ("Trustor"); THE CITY OF SAN LEANDRO ("Trustee"); and THE CITY OF SAN LEANDRO REDEVELOPMENT AGENCY, a public agency organized and existing under the laws of the State of California whose address is 835 East 14th Street, San Leandro, California 94577 ("Beneficiary").

TRUSTOR, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, that real property located in the County of Alameda, State of California (APN 075-0001-009-02), which has the address of 262 Davis Street, San Leandro, California as shown on Exhibit A attached hereto.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Beneficiary to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property are hereinafter referred to as the "Property";

TO SECURE to Beneficiary payment of the indebtedness evidenced by a promissory note, of even date herewith, and extensions and renewals thereof (herein "Note"), in the principal sum of Seven Thousand Dollars (\$7,000), any additional sums and interest thereon hereafter loaned by Beneficiary to Trustor, which loans are evidenced by a promissory note or notes, containing a recitation that this Deed of Trust secures the payment thereof, and the performance of each agreement herein contained.

TRUSTOR covenants that it is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that, to the best of Trustor's knowledge, the Property is unencumbered except for encumbrances of record. Trustor warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

A. To protect the security of this Deed of Trust, Trustor agrees as follows:

1. Preservation and Maintenance of Property. Trustor agrees to keep the Property in good condition and repair; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer, or permit any act upon the Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. Hazardous Materials. Trustor shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought upon, kept or used in or about the Property by Trustor, its agents, employees, contractors or invitees in violation of applicable law.

Trustor shall indemnify, defend (with counsel approved by Beneficiary) and hold Beneficiary harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, diminution in value of the Property, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the term of this Deed of Trust as a result of any breach, contamination, discharge, or release of Hazardous Materials. This indemnification of Beneficiary by Trustor includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Materials present in, on or under the Property or adjacent property caused by or as a result of Trustor's activities. This indemnification specifically excludes hazardous materials on the Property as a result of prior occupant, the Trustee, or the Beneficiary. If any Hazardous Materials are discharged, released, dumped, or spilled on, under, or about the Property after Trustor obtains ownership and results in any contamination of the Property or adjacent property, or otherwise results in the release or discharge on, under or from the Property of Hazardous Materials, Trustor shall promptly take all actions at its sole expense as are necessary to comply with, and in accordance with, all Hazardous Materials Laws.

The term "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. §6901 et seq.), Section 25117 of the California Health & Safety Code, Section 25316 of the California Health & Safety Code, and in the regulations adopted and publications promulgated pursuant to them, or any other federal, state, or local environmental laws, ordinances, rules, or regulations concerning the environment, industrial hygiene or public health or safety now in effect or enacted after this date, but excludes materials used in compliance with the law in the construction and operation of the Project.

3. Charges; Liens. Trustor shall pay at least ten days before delinquency all taxes and assessments affecting the Property, when due, all encumbrances, charges, and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto; all costs, fees, and expenses of this Trust. Trustor shall give prompt notice to Beneficiary of any default under any mortgage, deed of trust or other security agreement with a lien on the Property.

4. Defense of Security. Trustor agrees to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

5. Reimbursement of Costs. Trustor agrees to pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the amount allowed by law in effect at the date hereof.

6. Right to Cure. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel, and pay reasonable attorneys' fees. Beneficiary may make or cause to be made reasonable entries upon and inspections of the Property, provided that Beneficiary shall give Trustor notice prior to any such inspection specifying reasonable cause therefore related to Beneficiary's interest in the Property.

B. It is mutually agreed that:

1. Condemnation Award. Subject to the rights of senior mortgagees, any award of damages in connection with any condemnation for public use of or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply such moneys received by it to any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

2. Late Payment. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. Release and Subordination. At any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Reconveyance. Upon written request of Beneficiary stating that all sums secured hereby have been paid and/or forgiven, upon surrender of this Deed of Trust and the Note to Trustee for cancellation, and upon payment of its fees, Trustee shall reconvey, without warranty, the Property. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof.

5. Rents, Issues, and Profits. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority, during the continuance of these Trusts, to collect the rents, issues, and profits of the Property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or be a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Trustor provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail return receipt requested addressed to Trustor at 262 Davis Street, San Leandro CA 94577, or at such other address as Trustor may designate by notice to Beneficiary as provided herein, and (b) any notice to Beneficiary shall be given by certified mail return receipt requested to Beneficiary's address stated herein or to such other address as Beneficiary may designate by notice to Trustor as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Trustor or Beneficiary when given in the manner designated herein 2 (two) days after deposit into the United States Mail, or on the date when personally served on the Trustors or Beneficiary.

7. Due On Sale Without the Consent of Beneficiary. If the Property, any part of it, or interest in it is sold, or if Trustor agrees to sell, convey, or alienate said property, by operation of law or otherwise in violation of the transfer provisions of the Loan Agreement, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, at the option of the holder thereof and without demand shall immediately become due and payable.

8. Powers of Sale. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, after the expiration of applicable notice and cure periods, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary may employ counsel to enforce payment of the obligations secured hereby, and shall execute or cause the Trustee to execute a written notice of such default and of its election to cause to be sold the Property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the Recorder of each county wherein the Property or some part thereof is situated.

Prior to publication of the notice of sale, Beneficiary shall deliver to Trustee this Deed of Trust and the Note or other evidence of indebtedness which is secured hereby, together with a written request for the Trustee to proceed with a sale of the property described herein, pursuant to the provisions of law and this Deed of Trust.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed after recordation of such notice of default, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time and place fixed by the preceding postponement. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees, and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable attorneys' fees in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at 3% (three percent) per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

9. Trustor's Right to Reinstate. Notwithstanding Beneficiary's acceleration of the sums secured by this Deed of Trust due to Trustor's breach, Trustor shall have the right to have any proceedings begun by Beneficiary to enforce this Deed of Trust discontinued at any time prior to five days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Trustor pays Beneficiary all sums which would be then due under this Deed of Trust if the Note had no acceleration provision; (b) Trustor cures all breaches of any other covenants or agreements of Trustor contained in this Deed of Trust; (c) Trustor pays all reasonable expenses incurred by Beneficiary and Trustee in enforcing the covenants and agreements of Trustor contained in this Deed of Trust, and in enforcing Beneficiary's and Trustee's remedies as provided herein, including, but not limited to, reasonable attorney's fees; and (d) Trustor takes such action as Beneficiary may reasonably require to assure that the lien of this Deed of Trust, Beneficiary's interest in the Property and Trustor's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Trustor, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

10. Request for Notices. Trustor requests that copies of the notice of default and notice of sale be sent to Trustor's address as set forth in Paragraph 6. Beneficiary requests that copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust be sent to Beneficiary's address, as set forth on page one of this Deed of Trust, as provided by Section 2924(b) of the Civil Code of California.

11. Statement of Obligation. Beneficiary may collect a fee not to exceed \$50.00 for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

12. Successors and Assigns. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term Beneficiary shall mean the holder and owner of the Note secured hereby; or, if the Note has been pledged, the pledgee thereof. In this deed of Trust, whenever the context so requires, the singular number includes the plural.

13. Other Sales, Actions, or Proceedings. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

14. Substitution of Trustee. Beneficiary may from time to time or at any time substitute a Trustee or Trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the Property is situated, it shall be conclusive evidence of the appointment of such Trustee or Trustees, and such new Trustee or Trustees shall succeed to all of the powers and duties of the Trustee or Trustees named herein.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust.

Trustor:

San Leandro Chamber of Commerce

By:

Its:

Heidi B. Finberg
Chief Executive Officer

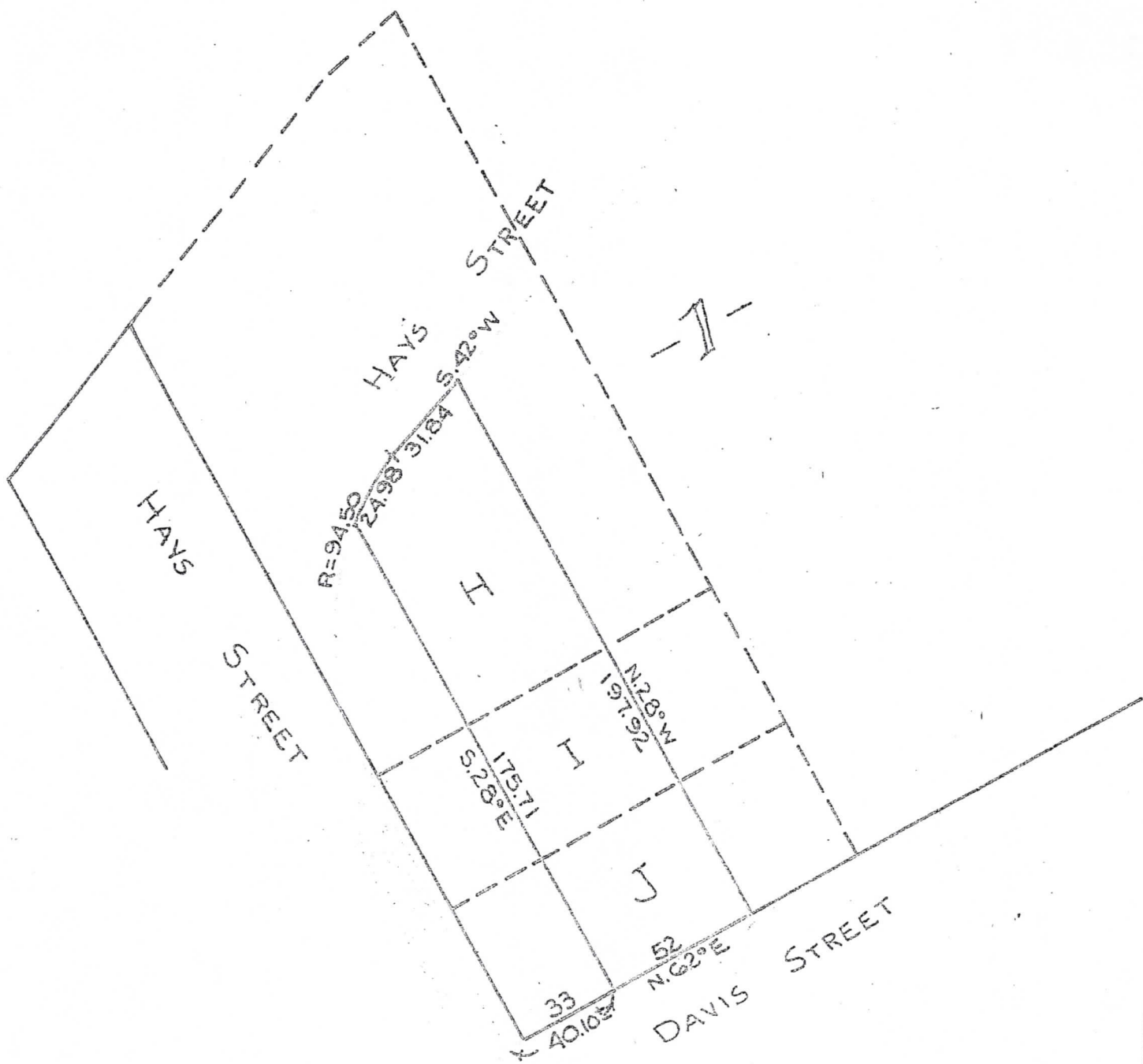
EXHIBIT A

LEGAL DESCRIPTION

That parcel of land in the City of San Leandro, County of Alameda, State of California, described as follows:

Portion of Lots "H", "I" and "J", Block 1, Map of the Town of San Leandro, filed February 27, 1855, Map Book 1, page 19, Alameda County Records, bounded as follows:

Beginning at a point on the northwestern line of Davis Street, distant thereon north $62^{\circ} 00'$ east 33 feet from the northeastern line of Hays Street, as said streets are shown on said map, said point of beginning being distant north $62^{\circ} 00'$ east 40.10 feet, more or less, along said line of Davis Street from the northeastern line of Hays Street, as now improved; and running thence along said line of Davis Street north $62^{\circ} 00'$ east 52 feet; thence north $28^{\circ} 00'$ west 197.92 feet; thence along the southeastern line of the parcel of land described in the deed to City of San Leandro, recorded September 5, 1957 in Book 8460 of Official Records of Alameda County, page 321, said line being the southeastern line of Hays Street, as now improved, south $42^{\circ} 00'$ west 31.84 feet and southwesterly, on the arc of a tangent curve to the left, with a radius of 94.50 feet, a distance of 24.98 feet to a line drawn north $28^{\circ} 00'$ west from the point of beginning; thence south $28^{\circ} 00'$ east 175.71 feet to the point of beginning.



STATE OF CALIFORNIA)
) ss
COUNTY OF ALAMEDA)

On October 10, 2002, before me, Margaret A. McCluckie,
Notary Public, personally appeared Heidi B. Finberg, 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.

Margaret A. McCluckie
Notary Public

