

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), effective as of February 6th, 2024, (the “Effective Date”) is by and among SELF-HELP FEDERAL CREDIT UNION, a federally-chartered credit union (“SHFCU”), and the CITY OF PASADENA, a municipal corporation (the “City”), together the “Parties” and each a “Party”.

### RECITALS

WHEREAS, SHFCU is a credit union with a mission of creating and protecting ownership and economic opportunity for all; among other activities, SHFCU makes home equity loans to its members;

WHEREAS, the City seeks to provide affordable housing and community development opportunities for low- and moderate-income persons to enhance and strengthen the community in Pasadena, California;

WHEREAS, the state of California has passed legislation and local jurisdictions have passed ordinances to enable homeowners to build an Accessory Dwelling Unit (“ADU”) on existing single-family residential property; and

WHEREAS, the City is facilitating ADU development through its Pasadena ADU Loan Program (the “Program”) which provides second priority lien construction financing and technical assistance to Homeowners through design, permitting, and construction; and

WHEREAS, in the current high-interest-rate environment, the City and SHFCU aim to provide a subsidized, second priority lien refinance option for current and future Homeowners to promote long-term affordability and enable City funds to recycle into new ADU projects.

NOW, THEREFORE, in consideration of the foregoing recitals, the Parties agree:

#### 1. Definitions:

- a. “**Applicant**” means a person who is a prospective Participant.
- b. “**Application**” means the loan application submitted by the Applicant containing credit, income, and asset information to SHFCU in order to be approved for the SHFCU Loan.
- c. “**City Construction Loan**” means a three (3) year, second priority lien construction loan term with 1% simple interest with no payments required for the term of the loan offered by the City under the Program.
- d. “**Confidential Information**” means information provided pursuant to or in connection with any Party’s performance under this Agreement, including information that the disclosing party has identified as confidential at the time of disclosure and all information which has or could have commercial value or other utility in the business in which each party is engaged or contemplates

engaging or the unauthorized disclosure of which could be detrimental to the interests of each party, whether or not such information is identified by each party, which includes but is not limited to any and all discoveries, improvements, developments, concepts, trade secrets, original works of authorship, formulas, work products, drawings, know-how, designs, algorithms, computer programs (including without limitation source code, object code routines and macros), databases, strategies, processes, procedures, methodologies, and techniques, and all derivatives, improvements, documentation and enhancements relating to the foregoing, whether or not patentable or registrable under copyright or similar laws.

- e. “**Consumer Data**” means Nonpublic Personal Information and personally identifiable financial information.
- f. “**Day**” means calendar day.
- g. “**Homeowner**” means a borrower under the City’s ADU Loan Program.
- h. “**Nonpublic Personal Information**” means (i) personally identifiable financial information; and (ii) any list, description, or other grouping of consumers (and publicly available information pertaining to them) that is derived using any personally identifiable financial information that is not publicly available (12 C.F.R. section 1016.3(p)).
- i. “**Participant**” means an Applicant who has successfully obtained an SHFCU Loan from SHFCU.
- j. “**Personally identifiable financial information**” means (i) information a consumer provides to SHFCU to obtain a financial product or service from SHFCU; (ii) information about a consumer resulting from any transaction involving a financial product or service between SHFCU and a consumer; or (iii) information SHFCU otherwise obtains about a consumer in connection with providing a financial product or service to that consumer (including information a consumer provides on an application to obtain a loan, a credit card, a credit union membership, or other financial product or service; account balance information, payment history, overdraft history, and credit or debit card purchase information; the fact that an individual is or has been one of SHFCU’s customers or has obtained a financial product or service from SHFCU; and information from a consumer report. *See* 12 C.F.R. 1016.3(q)).
- k. “**Program**” means the Pasadena ADU Loan Program which is a program through the City of Pasadena that provides construction loans to eligible Pasadena homeowners to build an ADU.
- l. “**SHFCU Loan**” means a fixed rate, second priority lien home equity loan made by SHFCU to a Participant in conjunction with the Program.
- m. “**Subordination Agreement**” means a subordination agreement between SHFCU, the City, and a Participant in the form set forth in in Exhibit B.

- 2. Obligations of the Parties.** The Parties will work together in good faith to carry out each Party's rights and obligations to achieve the goals stated in this MOU. The City will serve as Program Manager and SHFCU will provide financing as described in this MOU in its role as Lender.
- a. Under the Program, the City offers a three (3) year, second priority lien construction loan term with 1% simple interest with no payments required for the term of the loan ("City Construction Loan"). Homeowners agree to rent the ADU exclusively to Pasadena housing voucher tenants for at least seven (7) years.
  - b. Following (i) issuance of the Certificate of Occupancy for the ADU, (ii) the Applicant leasing the ADU for at least six (6) months under the Program requirements, and (iii) SHFCU approving the Applicant for an SHFCU Loan in accordance with SHFCU's application and underwriting process, procedures, and standards, and conditions outlines in Exhibit A, SHFCU will originate an SHFCU Loan to the Applicant. The Applicant will use the proceeds of the SHFCU Loan to make a payment of principal and interest due on the City Construction Loan, with the result that following such payment, the unpaid principal balance due of the City Construction Loan will be up to \$100,000.
  - c. Simultaneously with the origination of the SHFCU Loan and the receipt by the City of the payment due on the City Construction Loan described in subsection b. above, and as a condition to SHFCU making the SHFCU Loan, the City will (i) modify the City Construction Loan to become a 0% interest, deferred payment, third priority lien loan, and (ii) subordinate the City Construction Loan in all respects to the SHFCU Loan pursuant to a Subordination Agreement.
- 3. The City Responsibilities.** The City will provide the following services in its role as Program Manager, as set out in more detail below, as well as others typically or necessarily provided in these roles.
- a. Oversee the day-to-day operations of the Program, including the City Construction Loan application, approval, lending, and servicing process;
  - b. Establish City Construction Loan criteria. The City may contact SHFCU for review and opinion of a Homeowner's eligibility as an Applicant, which SHFCU will provide in a timely manner;
  - c. Provide quarterly updates to SHFCU on the number of Homeowners in the Program and their status such as predevelopment, construction, leasing, as well as potential Applicant pipeline;
  - d. Upon Homeowner's leasing of ADU, introduce SHFCU to the Homeowner via email or phone to allow Homeowner opportunity to learn about the availability of the SHFCU Loan. Homeowner is not required to pursue SHFCU Loan;
  - e. Share Homeowner information with SHFCU, as necessary, while complying with all federal, state and local confidentiality requirements, and as set forth in this MOU;

- f. Serve as external representative of the Program including sharing learnings with the broader housing ecosystem, and responding to press inquiries;
- g. Lead community engagement and outreach activities with the goal of generating sufficient Applicant demand, including sharing an SHFCU-prepared product flyer with Homeowners upon their receipt of a certificate of occupancy for their ADU;

**4. SHFCU Responsibilities.** SHFCU will provide the following services in its role as Lender, as set out in more detail below, as well as others typically or necessarily provided in this role:

- a. Create a product flyer for the City to share with Homeowners;
- b. Speak with Homeowners about the SHFCU Loan product, provide information, and answer questions prior to application;
- c. Once the ADU has been leased for six (6) months, receive and review Applicant loan application to determine eligibility for the SHFCU Loan. SHFCU is not obligated to approve loans that do not meet underwriting criteria in Exhibit A or that would otherwise violate applicable laws, rules or regulations or SHFCU's policies and procedures;
- d. Process and underwrite the SHFCU Loan in accordance with the terms set forth in Exhibit A attached hereto, and upon approval of an SHFCU Loan, agree with the City and Homeowner on closing date for the SHFCU Loan, subject to the City execution of the Subordination Agreement;
- e. Service the SHFCU Loan in accordance with generally accepted home equity loan servicing practices, which may include but are not limited to:
  - 1. monthly statement billings, and
  - 2. timely and accurate application of borrower payments.
- f. SHFCU will not be responsible for enforcing any City requirements under the Program, including but not limited to ensuring Participants are continuing to rent the ADU exclusively to Pasadena housing voucher tenants.
- g. SHFCU will adhere to Title VI of the Civil Rights Act of 1964 provides that no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving financial assistance.

**5. Indemnification.**

- a. SHFCU shall indemnify, defend, and hold the City harmless for any losses arising out of a material breach of this MOU by SHFCU; or gross negligence or willful misconduct of SHFCU in connection with the performance of its obligations under this MOU; or any failure of SHFCU to

comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this MOU, including but not limited to federal, state or local consumer protection laws.

b. The City shall indemnify, defend and hold SHFCU harmless for any losses arising out of a material breach of this MOU by the City; or gross negligence or willful misconduct of the City in connection with the performance of its obligations under this MOU; or any failure of the City to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this MOU, including but not limited to federal, state or local consumer protection laws.

6. **Consumer Data.** The Parties will develop procedures and systems in order to achieve secure transmission of Consumer Data between and among SHFCU and the City. The Parties will each safeguard Consumer Data in compliance with federal and state law.
7. **Consent.** Each Party will obtain the consent of each Participant to disclose to the other Party all information about the Participant as may be required to comply with the terms of this MOU or other Agreement between and among the Parties. Participant's consent must be signed and in writing.
8. **Privacy.** With respect to any Participants, the Parties will, from time to time, have access to and provide to each other Consumer Data. The Parties will agree to maintain the confidentiality, safe keeping and protection of Consumer Data in accordance with all applicable state and federal laws, regulations, rules, and guidelines, including, but not limited to, the California Financial Information Privacy Act, and the Gramm-Leach-Bliley Act of 1999, all applicable regulations related thereto, and the requirements imposed upon "service providers" (which shall include, without limitation, a Party's officers, agents, successors, assigns, subcontractors, and sub servicers) pursuant to the National Credit Union Administration's Guidelines For Safekeeping of Member Information (12 CFR 748).
9. **Disclosure.** The Parties shall maintain the confidentiality of all Confidential Information in their possession and to which they have access, and shall not disclose to any third party any Confidential Information, except as is required for the performance of their obligations pursuant to the Program or this MOU, and then such disclosure shall be limited in scope only to the extent such disclosure is required and shall not be disclosed without the disclosing party's prior written consent. Notwithstanding the foregoing, the receiving party or its representatives may disclose Confidential Information without the disclosing party's prior written consent, and such information shall no longer be deemed Confidential Information for all purpose of the Program or this MOU, only to the extent such information: (a) is already demonstrably known to the receiving party or its representatives as of the date of disclosure hereunder without breach of any confidentiality obligation; (b) is already in possession of the public or demonstrably becomes available to the public other than through the act or omission of the receiving party or any of its representatives or by beach of any confidentiality

obligation; (c) is required to be disclosed under applicable law or governmental order, decree, regulation or rule; (d) testifying in any administrative, legislative, or judicial proceeding where such testimony was required or requested by the court, administrative agency, or legislative body.

In the event that the receiving party or any of its representatives is required by law or governmental order, decree, regulation or rule to disclose any of the Confidential Information, the receiving party agrees to: (i) promptly notify the disclosing party of such requirement; and (ii) reasonably cooperate with the disclosing party in seeking a protective order or other appropriate remedy without being required to become a party to any litigation or incur more than de minimis out-of-pocket expenses. In the event that such protective order or other remedy is not obtained, (a) the receiving party or its representative, as the case may be, may disclose only that portion of the Confidential Information that is required to be disclosed, and shall exercise its reasonable efforts to obtain assurance that confidential treatment will be accorded such portion of the Confidential Information, and (b) the receiving party shall not be liable for such disclosure unless such disclosure was caused by or resulted from a previous disclosure by receiving party (or any of its representatives) not permitted by the Program or this MOU.

The receiving party acknowledges and agrees that the disclosing party will not have an adequate remedy at law and will be irreparably harmed in the event that any of the provisions of this Paragraph 9 are not performed in accordance with their terms or are otherwise breached. It is accordingly agreed that the disclosing party and its affiliated companies shall be entitled to equitable relief, including any injunction and specific performance, in the event of any breach of the provisions of this Paragraph 9, in addition to all other remedies available to the disclosing party at law or in equity.

The Confidential Information shall remain the property of the disclosing party, and the disclosing party may demand the return or destruction thereof at any time upon giving written notice to the receiving party, within thirty (30) days of receipt of such notice, the receiving party shall, at its option, return, or cause its representatives to return, or destroy, or cause its representatives to destroy, all of the Confidential Information (both written and electronic) in its or its representatives' possession. Therefore, these confidentiality provisions shall survive the termination of the MOU, provided that the foregoing shall not relieve any party from liability for damages incurred as a result of any breach of Paragraph 11 of the MOU.

- 10. Term and Termination.** This MOU shall remain in effect until terminated by any Party upon 30 days' written notice to the other Party. Notwithstanding any termination of this MOU, the Parties shall continue to be bound by the provisions of this MOU with respect to privacy and confidentiality of information, including Consumer Data, which has been disclosed by any other Party prior to the date of termination.
- 11. Liability.** Except as otherwise set forth herein or for a breach of confidentiality, violation of privacy or misuse of intellectual property, in no event will any party be liable for any special, incidental, punitive or consequential damages of any kind in connection with this agreement, even if such party has been informed in advance of the possibility of such damages.

- 12. Counterparts.** This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all which together shall constitute one and the same instrument. Furthermore, this Agreement may be executed and delivered by the exchange of electronic or facsimile copies or counterparts of the signature page, which facsimile or electronic copies or counterparts shall be binding upon the Parties.
- 13. Dispute Resolution.** If a dispute arises out of or relates to this MOU or the breach thereof, and if said dispute cannot be settled through direct discussions, the Parties agree to first endeavor in good faith to settle the dispute in an amicable manner by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure.
- 14. Amendments.** Any amendment to this MOU shall be in writing, dated and signed by all parties. If any conflict arises between the provisions of the amendment, or amendments, and the terms hereof, the most recent provisions shall govern and control. This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof.
- 15. Terms.** Any reference to any act, code or other statutes or laws will include all amendments, modifications, or replacements of the specific sections and provisions concerned. The parties mutually acknowledge that they and their attorneys have participated in the preparation and negotiation of this MOU. In cases of uncertainty this MOU shall be construed without regard to which of the parties caused the uncertainty to exist.
- 16. Headings.** All headings are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 17. Entire Agreement.** This MOU and the Exhibits contain the entire understanding between the Parties and supersede any prior written or oral MOUs between them regarding the same subject matter. There are no representations, MOUs, arrangements or understandings, oral or written, between the Parties relating to the subject matter of this MOU which are not fully expressed in this MOU.
- 18. Approvals and Consents.** Except as otherwise specifically provided in this MOU, where the granting or withholding of approval or consent of any Party is required, requested or contemplated pursuant to any provision of this MOU or otherwise in connection with the Program (i) the granting of such approval or consent shall be in writing (unless deemed given as provided for elsewhere in this MOU); and (ii) such approval or consent shall be granted or withheld in the sole and absolute discretion of such Party.

[Signature page follows.]

**SELF-HELP FEDERAL CREDIT UNION**

By: *Jose Arellano*

\_\_\_\_\_  
Name: Jose Arellano

\_\_\_\_\_  
Title: Senior Vice President

**“CITY”  
CITY OF PASADENA**

ATTEST:

\_\_\_\_\_  
**MARK JOMSKY, CMC**  
City Clerk

BY: \_\_\_\_\_  
**MIGUEL MÁRQUEZ**  
City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Dion O’Connell  
Deputy City Attorney



## EXHIBIT A

### Self-Help ADU Second Priority Lien Home Equity Loan Terms and Conditions

Self-Help will offer a Second Priority Lien Home Equity Loan with the following terms:

- **Term:** Fixed rate; terms of 10, 15, and 20 years available
- **Maximum Loan Amount:** \$300,000
- **CLTV:** Up to 90% of appraised completed value of home
- **DTI:** 48%; including up to 75% of the lower of the actual leased amount or market rental amount as determined by the appraisal. If using actual leased amount, 6 months of rental history is required.
- **FICO:** 640+
- **Interest Rate/Fees:** Pricing per standard SHFCU 2nd Lien pricing grid (LTV and FICO) for all loans, including 1% origination fee and usual expenses.
- **Prepayment Penalties:** None

**EXHIBIT B**  
**FORM OF SUBORDINATION AGREEMENT**

## SUBORDINATION AGREEMENT

This Subordination Agreement (this "Agreement") is made as of [DATE], by the City of Pasadena, a municipal corporation ("Subordinate Lienholder"), Self-Help Federal Credit Union, a Federally Chartered Credit Union ("Self-Help"), and [NAME OF OWNER] ("Owner").

### RECITALS:

A. Subordinate Lienholder is the owner and holder of a lien (the "Subordinate Lienholder Lien") encumbering real property situated in the County of Los Angeles, State of California, with an address of [ADDRESS], as described in more detail on Exhibit A (the "Property"). The Subordinate Lienholder Lien was recorded with the [RECORDING OFFICE] of [NAME] County at [Book \_\_, Page \_\_\_\_] or [Instrument number].

B. Owner has executed, or is about to execute, a [NAME OF MORTGAGE DOCUMENT] in favor of Self-Help (the "Self-Help Mortgage"), securing a loan from Self-Help to Owner in the original principal amount of [\$AMOUNT] (the "Self-Help Loan"). The Self-Help Mortgage will be recorded concurrently with this Agreement.

C. It is a condition precedent to Self-Help making the Self-Help Loan that the lien of the Self-Help Mortgage shall unconditionally be and remain at all times a lien or charge upon the Property prior and superior to the lien or charge of the Subordinate Lienholder Lien.

D. It is to the mutual benefit of the parties that Self-Help make the Self-Help Loan to Owner, and Subordinate Lienholder is willing that the Self-Help Mortgage shall, when recorded, constitute a lien or charge upon the Property which is unconditionally prior and superior to the lien or charge of the Subordinate Lienholder's Lien.

### COVENANTS:

In consideration of the mutual benefits accruing to the parties hereto, and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Self-Help to make the loan above referred to, it is hereby declared, understood and agreed as follows:

1. Subordination.

- a. Subordinate Lienholder here subordinates the Subordinate Lienholder Lien to the lien of the Self-Help Mortgage. The Self-Help Mortgage securing the Self-Help Loan, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the Property prior and superior to the Subordinate Lienholder Lien.
- b. So long as any portion of the Self-Help Loan shall remain outstanding, Owner shall not make, and Subordinated Lienholder shall not accept, any payment on the obligations secured by Subordinated Lienholder Lien unless (i) such payment or other transfer is permitted by the terms of the Self-Help Loan Documents, and (ii) no Default or Event of Default (as defined in the Self-Help Loan documents) exists and is continuing under any Self-Help Loan document, either before or after giving effect to such payment.
- c. So long as any portion of the Self-Help Loan shall remain outstanding, Subordinated Lienholder shall not, without the prior written consent of Self-Help: (i) take any action against the Owner in connection with any foreclosure on collateral, if any, or any equivalent, similar, or related action seeking to enforce any remedies against any collateral,

including without limitation, the Property, (ii) commence or join in the commencement of a proceeding against the Owner under any bankruptcy, insolvency, liquidation, reorganization or other similar law, or (iii) demand, accept or obtain any lien on any asset of the Borrower, other than as already in effect as of the date of this Agreement.

2. Necessary Condition. Self-Help would not make the Self-Help Loan without this Agreement.
3. Entire Agreement. This Agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of Subordinate Lienholder's Lien to the lien or charge of the Self-Help Mortgage, and shall supersede and cancel any prior agreements as to such, or any, subordination.
4. Subordinate Lienholder Consent. Subordinate Lienholder declares, agrees and acknowledges that:
  - a. Subordinate Lienholder consents to and approves all provisions of the Self-Help Mortgage, and all other documents evidencing or securing the Self-Help Loan.
  - b. Subordinate Lienholder intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Subordinate Lienholder's Lien in favor of the lien or charge upon the Property of the Self-Help Mortgage, and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, Self-Help is making specific loans and advances to Owner, which Owner would not make or enter into but for said reliance upon this waiver, relinquishment and subordination.
  - c. Subordinate Lienholder will not sell, assign, pledge, encumber or otherwise dispose of the obligations of Owner to Subordinate Lienholder that are secured by the Subordinate Lienholder Lien unless such sale, assignment, pledge, encumbrance or disposition is made expressly subject to this Agreement.
5. Modifications to Self-Help Loan. Any holder of the Self-Help Loan may at any time, and from time to time, without the consent of or notice to the Subordinate Lienholder, without incurring liability to the Subordinate Lienholder, and without impairing or releasing the obligations of the Subordinate Lienholder under this Agreement: (a) change the manner or place of payment or change the time of payment of or renew or alter the Self-Help Loan, or amend in any other manner any Self-Help Loan document; (b) exercise or refrain from exercising any rights against the Owner or any other person; (c) apply any sums by whomsoever paid or howsoever realized to the Self-Help Loan and/or any amounts due under any Self-Help Loan document, in such manner as such holder may determine or as may be required by the terms of the Self-Help Loan documents, and (d) otherwise modify, amend, renew, refinance, extend or restate the terms of the Self-Help Loan.
6. Notices. Except as otherwise expressly provided herein, all communications hereunder shall be deemed effective (a) when delivered by hand, (b) the business day following the day on which the same has been delivered prepaid or under invoice arrangement to a reputable national overnight air courier service, or (c) the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case to the respective parties at the address set forth below, or at such other address as such party may specify by written notice to the other parties hereto.

Notices shall be addressed as follows:

If to the Subordinate Lienholder: City of Pasadena – Housing Department  
100 N. Garfield Ave. - P.O. Box 7115  
Pasadena, CA 91109  
Attention: Randy Mabson, Program Coordinator

If to Self-Help: Self-Help Federal Credit Union  
301 West Main Street  
Durham, NC 27701  
Attention: Consumer Lending Team

*with a copy to:* Self-Help Federal Credit Union  
301 West Main Street  
Durham, NC 27701  
Attention: General Counsel

If to Owner: [OWNER]  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

7. Governing Law. This Agreement shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of California.

8. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts each of which, when so executed and delivered, shall be an original, and all such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by electronic means shall be as effective as an original and shall constitute a representation that an original will be delivered promptly upon request.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Subordination Agreement pursuant to authority duly given, as of the date first above written.

“CITY”

CITY OF PASADENA

ATTEST:

\_\_\_\_\_  
MARK JOMSKY, CMC  
City Clerk

BY: \_\_\_\_\_  
MIGUEL MÁRQUEZ  
City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Dion O’Connell  
Deputy City Attorney

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California  
County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

[Counterpart signature page]

**SELF-HELP:**

SELF-HELP FEDERAL CREDIT UNION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

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State of California  
County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

[Counterpart signature page]

**OWNER:**

[NAME]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California  
County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ **(Seal)**



**EXHIBIT A**

LEGAL DESCRIPTION

[To be inserted]