

201-37935-VN

ORIGINAL

RECORDATION REQUESTED BY:

Placer Title Co



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2006-0007286-00

Acct 6-PLACER TITLE CO

Thursday, FEB 02, 2006 14:30:00

Ttl Pd \$19.00

Nbr-0000827132

JLB/C1/1-5

WHEN RECORDED MAIL TO:

WESTERN SIERRA NATIONAL BANK
Small Business Administration
P O Box 2300
4011 Plaza Goldorado Circle
Cameron Park, CA 95682

FOR RECORDER'S USE ONLY

AGREEMENT

LANDLORD'S ESTOPPEL CERTIFICATE

THIS LANDLORD'S ESTOPPEL CERTIFICATE dated July 19, 2004, is made and executed among STEVEN P. BONAK and TERRY D. BONAK, husband and wife, whose address is 4161 LEISURE LANE, PLACERVILLE, CA 95667 ("Trustor"); WESTERN SIERRA NATIONAL BANK, Small Business Administration, P O Box 2300, 4011 Plaza Goldorado Circle, Cameron Park, CA 95682 ("Lender"); and COUNTY OF EL DORADO, 360 FAIR LAND, PLACERVILLE, CA 95667 ("Landlord").

Trustor and Lender have entered into, or are about to enter into, a financial transaction whereby Lender has acquired or will acquire a security interest or other lien on Trustor's leasehold interest in the Property described below.

To induce Lender to extend one or more loans or other financial accommodations to Trustor against such security interest in the Property and for other valuable consideration, with knowledge that Lender is relying thereon, Landlord and Trustor hereby agree with Lender as follows:

THE LEASE. Landlord has leased the Property to Trustor pursuant to a lease (the "Lease") dated April 23, 2003. The following information is a summary of the basic terms and conditions of the Lease: \$96.00 PER MONTH FOR PERIOD OF SEPTEMBER 15, 2003 TO NOVEMBER 30, 2003 PAYABLE ON THE FIRST DAY OF EACH AND EVERY MONTH COMMENCING ON OCTOBER 1, 2003. COMMENCING ON DECEMBER 1, 2003, LESSEE AGREES TO PAY TO COUNTY RENT OF \$672.00 PER MONTH AND EACH AND EVERY MONTH THEREAFTER.

REAL PROPERTY DESCRIPTION. The Lease covers the following described real property, together with all improvements thereon (the "Real Property") located in EL DORADO County, State of California:

See EXHIBIT "A", which is attached to this Certificate and made a part of this Certificate as if fully set forth herein.

The Real Property or its address is commonly known as 3501 AIRPORT ROAD, SPACE #16, PLACERVILLE, CA 95667. The Assessor's Parcel Number for the Real Property is 96-010-11-100

ESTOPPEL. Landlord and Trustor hereby jointly and severally represent and warrant to Lender that:

Lease in Effect. The Lease (i) has been duly executed and accepted by Landlord and Trustor, (ii) is in full force and effect, and (iii) has not been modified or changed, either in writing or orally, except as reflected in the copy of the Lease provided to Lender.

No Default. As of the date of this Certificate, (i) all conditions and obligations to be performed by either Landlord or Trustor under the Lease, to the date hereof, have been satisfied; (ii) there exists no breach, default, or event or condition which, the giving of notice or the passage of time, or both, would constitute such a breach or default under the Lease; and (iii) there are no existing claims, defenses or offsets against obligations of either Landlord or Trustor under the Lease, including any against rents due or to become due under the terms of the Lease.

Entire Agreement. The Lease constitutes the entire agreement between Landlord and Trustor with respect to the Lease of the Property.

No Prepaid Rent. No deposits or prepayments of rent have been made in connection with the Lease, except as may be described above in the summary description of the Lease.

AGREEMENTS. Landlord and Trustor hereby jointly and severally agree with Lender that, during all such times as Lender is the beneficiary of the security interest in the Property described above:

Modification, Termination and Cancellation. Landlord and Trustor will not consent to any modification, termination or cancellation of the Lease unless Lender first consents thereto in writing.

Notice of Default. Landlord will notify Lender in writing concurrently with any notice given to Trustor of any breach or default on the part of Trustor under the Lease, and Landlord agrees that Lender shall have the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth below and Landlord will not declare a default of the Lease, if Lender cures such default within thirty (30) days from and after expiration of the time period provided in the Lease for the cure thereof by Trustor; provided, however, that if such default cannot with diligence be cured by Lender within such thirty (30) day period, the commencement of action by Lender within such thirty (30) day period to remedy the same shall be deemed sufficient so long as Lender pursues such cure with diligence.

LANDLORD'S ESTOPPEL CERTIFICATE
(Continued)

MISCELLANEOUS PROVISIONS. This Certificate shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Certificate. This Certificate shall be governed by and construed in accordance with the laws of the State of California. If Landlord is other than an individual, any agent or other person executing this Certificate on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Certificate on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Certificate unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Certificate shall not constitute a waiver of or prejudice Lender's right otherwise to demand strict compliance with that provision or any other provision.

TRUSTOR AND LANDLORD EACH ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S ESTOPPEL CERTIFICATE, AND EACH AGREES TO ITS TERMS. THIS CERTIFICATE IS DATED JULY 19, 2004.

TRUSTOR:

X *Steven P. Bonak* 9-27-04
STEVEN P. BONAK, Individually Date

X *Terry D. Bonak* 9-27-04
TERRY D. BONAK, Individually Date
TERRI TPB
LANDLORD:

COUNTY OF EL DORADO
By: *Rusty Dupray* 8/17/04
Signature for COUNTY OF EL DORADO Date
LENDER: RUSTY DUPRAY

ATTEST: CINDY KECK, Clerk
of the Board of Supervisors
By: *Cynthia Johnson*
DEPUTY
8/17/04

WESTERN SIERRA NATIONAL BANK

X *D. Cummings* _____
Authorized Officer Date
D. Cummings

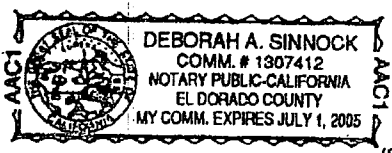
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Calif.)
COUNTY OF El Dorado) SS

On Sept. 27, 20 04 before me, Deborah A. Sinnock
personally appeared STEVEN P. BONAK and TERRY D. BONAK / personally / whom I do not know / 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.

Signature: *Deborah A. Sinnock*



(Seal)

LANDLORD'S ESTOPPEL CERTIFICATE
(Continued)

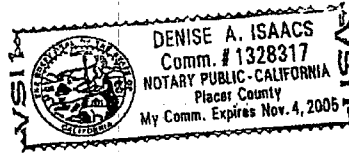
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California)
) SS
COUNTY OF Placete)

On September 23, 20 04 before me, Denise A. Isaacs
personally appeared B. Cummings
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.

Signature Denise A. Isaacs



(Seal)

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Calif.)
) SS
COUNTY OF El Dorado)

On Sept. 27, 20 04 before me, Deborah A. Sinnock
personally appeared Steven P. Bonak & Terri D. Bonak ~~personally known to me~~ 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.

Signature _____

(Seal)

007286
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

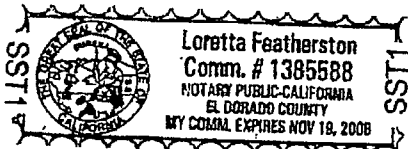
State of California

County of El Dorado

On September 29, 2004 before me, Loretta Featherston
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Rusty Duffray
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.

Loretta Featherston

SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Landlord's Estoppel Certificate

TITLE OR TYPE OF DOCUMENT

5 pages
NUMBER OF PAGES

July 19, 2004
DATE OF DOCUMENT

D. Cummings
Stellen Bonak
Terri Bonak
SIGNER(S) OTHER THAN NAMED ABOVE

007286

EXHIBIT "A"

That certain real property situated in the County of El Dorado, State of California, described as follows:

Being a portion of the County Airport Property in the Northwest quarter of the Northwest quarter of Section 15, Township 10 North, Range 11 East, M. D. M., as described in Book 306 of the Official Records of El Dorado County at page 286, more particularly described as follows:

Beginning at the Southwest corner of a hangar building from which the Section corner common to Sections 9, 10, 15 and 16 bears North 20° 11' 30" West, 1393.39 feet: thence along the outside face of said hanger building the following four courses:

- (1) North 27° 33' 48" West, 80.00 feet,
- (2) North 62° 26' 12" East, 120.00 feet,
- (3) South 27° 33' 48" East, 80.00 feet,
- (4) South 62° 26' 12" West, 120.00 feet,

To the point of beginning. Containing 9,600 square feet more or less.

Surveyor's Statement

I hereby state that I am a Licensed Land Surveyor of the State of California; that this Plat and Description was prepared under my supervision.

Dated: 8-4-04



Teddy F. Stevens L.S. 4898
(Expires 09-30-2004)



Prepared by the firm of
Cooper, Thorne & Associates
Rancho Cordova, California

02/02/2006, 20060007286