

BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

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NANCY YAP

CITY OF LOS ANGELES
CALIFORNIA



KAREN BASS
MAYOR

DEPARTMENT OF
BUILDING AND SAFETY
201 NORTH FIGUEROA STREET
LOS ANGELES, CA 90012

OSAMA YOUNAN, P.E.
GENERAL MANAGER
SUPERINTENDENT OF BUILDING

JOHN WEIGHT
EXECUTIVE OFFICER

February 28, 2024

Council District: # 12

Honorable Council of the City of Los Angeles
Room 395, City Hall

JOB ADDRESS: **8855 NORTH TAMPA AVENUE, LOS ANGELES, CA**
ASSESSORS PARCEL NO. (APN): **2783-025-083**
Re: Invoice #781633-2

Pursuant to the authority granted by Section 91.103 of the Los Angeles Municipal Code, the Los Angeles Department of Building and Safety (LADBS) investigated and identified code violations at: **8855 North Tampa Avenue, Los Angeles, CA** ("Property"). A copy of the title report which includes a full legal description of the property is attached as Exhibit A.

Pursuant to Section 98.0421, the property owner was issued an order on April 25, 2019, to pay a code violation inspection fee after violations were identified and verified upon inspection. The code violation inspection fees imposed by the LADBS are as follows:

<u>Description</u>	<u>Amount</u>
Code Violation Investigation fee	336.00
System Development Surcharge	20.16
System Development Surcharge late fee	50.40
Late Charge/Collection fee (250%)	840.00
Title Report fee	30.00
Grand Total	\$ 1,276.56

Pursuant to the authority granted by Section 7.35.3 of the Los Angeles Administrative Code, it is proposed that a lien for a total sum of **\$1,276.56** be recorded against the property. It is requested that the Honorable City Council of the City of Los Angeles (the "Council") designate the time and place protest can be heard concerning this matter, as set forth in Sections 7.35.3 and 7.35.5 of the Los Angeles Administrative Code.

It is further requested that Council instruct LADBS to deposit to Dept 08, Fund 48R, Balance Sheet Account 2200, any payment received against this lien in the amount of **\$1,276.56** on the referenced property. A copy of the title report which includes a full legal description of the property is attached as Exhibit A. A list of all the names and addresses of owners and all interested parties entitled to notice is included (Exhibit B). Also attached is a report which includes the current fair market value of the property including all encumbrances of record on the property as of the date of the report (Exhibit C).

DEPARTMENT OF BUILDING AND SAFETY

Chay
Ana Mae Yutan
Chief, LADBS Resource Management Bureau

inf ATTEST: HOLLY L. WOLCOTT, CITY CLERK

Lien confirmed by
City Council on:

BY: _____
DEPUTY



1649 BUCKINGHAM RD.
LOS ANGELES, CA 90019
Phone 310-943-9235 latitle@in2-res.com

Property Title Report

Work Order No. T17303
Dated as of: 10/27/2022

Prepared for: City of Los Angeles

SCHEDULE A
(Reported Property Information)
APN #: 2783-025-083

Property Address: 8855 N TAMPA AVE ***City: Los Angeles*** ***County: Los Angeles***

VESTING INFORMATION

Type of Document: GRANT DEED
Grantee : CARY MINOVITZ AND WENDY M. MINOVITZ
Grantor : CRICACAPULCO LLC
Deed Date : 07/01/2004 ***Recorded : 07/14/2004***
Instr No. : 04-1790310

MAILING ADDRESS: CARY MINOVITZ AND WENDY M. MINOVITZ
5660 KATELLA AVE STE 100, CYPRESS, CA 90630

SCHEDULE B

LEGAL DESCRIPTION

Lot Number: B Brief Description: *TR=PARCEL MAP AS PER BK 83 P 95-96 OF P M LOT B

MORTGAGES/LIENS

Type of Document: DEED OF TRUST ASSIGNMENT OF RENTS SECURITY AGREEMENT
Recording Date: 07/14/2004 ***Document #: 04-1790311***
Loan Amount: \$2,660,000
Lender Name: THE BANK OF HEMET
Borrowers Name: CARY MINOVITZ AND WENDY M. MINOVITZ

MAILING ADDRESS: THE BANK OF HEMET
3715 SUNNYSIDE DR. RIVERSIDE, CA 92516

This page is part of your document - DO NOT DISCARD

04 1790310

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
07/14/04 AT 08:00am

TITLE(S) : DEED



FEE

FEE \$33	U
A.F.N.F. 94	3

TRANSFER TAX
NOT A PUBLIC RECORD

A.F.N.F. CODE 94

D.T.T

CODE
20

CODE
19

CODE
9

SURVEY, MONUMENT FEE \$10. CODE 9 5

NOTIFICATION SENT-\$4 ©

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black Ink.

Number of AIN's Shown

2783 - 025 - 083

001

THIS FORM NOT TO BE DUPLICATED

7/14/01

FIRST AMERICAN TITLE INSURANCE COMPANY

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

04 1790310

Cary Minovitz
19463 Pauma Valley Drive
Northridge, California 91326

MAIL TAX STATEMENTS TO

Real Mex Restaurants, Inc.
4001 Via Oro Avenue, Suite 200
Long Beach, California 90810
Attention Patrick McGorky

GRANT DEED

TRANSFER TAX
NOT A PUBLIC RECORD

FOR VALUE RECEIVED, CRICACAPULCO LLC, a Delaware limited liability company ("Grantor"), hereby grants to CARY MINOVITZ AND WENDY M MINOVITZ, husband and wife as joint tenants ("Grantee"), that certain real property situated in the City of Northridge, Los Angeles County, State of California described on Exhibit "A" attached hereto and by this reference incorporated herein, together with all improvements located thereon and all easements, rights and appurtenances thereto (the "Property")

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed as of July 12, 2004

CRICACAPULCO, LLC
a Delaware limited liability company

By Marjorie S. Palace
Marjorie S. Palace, Authorized Person

97721-22

COMMONWEALTH OF MASSACHUSETTS

)

) SS

COUNTY OF SUFFOLK

)

On July 1, 2004, before me, Candice Martin Gaby, Notary Public, personally appeared Marjorie S. Palace, Authorized Person of CRICACAPULCO LLC, a Delaware limited liability company, personally known to me or 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

WITNESS my hand and official seal.

Candice Martin Gaby
Signature of Notary (Seal)



EXHIBIT A**LEGAL DESCRIPTION**

Property 8855 Tampa Avenue
City, State: Northridge, California
County Los Angeles

PARCEL 1

Parcel "B", in the City of Los Angeles, County of Los Angeles, State of California, as shown on Parcel Map L A No 3506, as per map filed in Book 83, Pages 95 and 96 of Parcel Maps, in the office of the County recorder of said County

Also being described as

Beginning at the northeast corner of Parcel "B" of Parcel Map L A No 3506, as Per Map filed in Book 83, Pages 95 and 96 of Parcel Maps, thence along the exterior lines of said Parcel "B" the following courses South 00°00'11" West 250 00 feet to the beginning of a curve concave northwesterly having a radius of 20 feet; thence southwesterly along said curve through a central angle of 90°00'00" a distance of 31 42 feet, thence North 89°59'49" West 30 00 feet to the beginning of a curve concave southerly having a radius of 126 25 feet, thence westerly along said curve through a central angle of 11°25'16" a distance of 25.17 feet to the beginning of a reverse curve concave northerly having a radius of 126 25 feet, thence westerly along said curve through a central angle of 11°25'16" a distance of 25 17 feet, thence North 89°59'49" West 50 00 feet to the beginning of a curve concave northerly having a radius of 268 00 feet; thence westerly along said curve through a central angle of 23°31'49" a distance of 110 06 feet, thence North 27°48'47" East 76 45 feet to the beginning of a curve concave westerly having a radius of 150 00 feet, thence northerly along said curve through a central angle of 27°48'36" a distance of 72 81 feet, thence North 00°00'11" East 115 11 feet, thence South 89°59'49" East 204 00 feet to the point of beginning

Containing within said description 58,810 square feet, 1 35 acres, more or less

PARCEL 2

Non-exclusive easements for parking and vehicular and pedestrian access and for ingress and egress over those portions of Parcel "A" and "C" of Parcel Map L A No 3506, as per map filed in Book 83 Pages 95 and 96 of Parcel Maps, being set aside for, maintained as and devoted to said purposes, as described and depicted in that certain Maintenance and Easement Agreement recorded January 10, 1978, as Instrument No 78-30597, Official Records

APN 2783-025-083

This page is part of your document - DO NOT DISCARD

04 1790311

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
07/14/04 AT 08:00am

TITLE(S) : _____



FEE

FEE \$87- E
DAF \$6-
C-20

3T
23

D.T.T

CODE
20

CODE
19

CODE
9

NOTIFICATION SENT-\$4 ©

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

THIS FORM NOT TO BE DUPLICATED

7/14/01

FIRST AMERICAN TITLE INSURANCE COMPANY

Ln#1261415251

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO

04 1790311

THE BANK OF HEMET
3715 Sunnyside Dr
Riverside, California 92516-0109
Attn Shelley Stokke
Loan No. 1261415251

(Space Above For Recorder's Use Only)

**DEED OF TRUST, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

This Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing ("**Deed of Trust**") is executed as of June 24, 2004, by Cary Minovitz and Wendy Minovitz, husband and wife as joint tenants ("Grantor"), whose address for notice hereunder is 19463 Pauma Valley Road, Northridge, CA 91326, to FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, as trustee ("**Trustee**") for the benefit of THE BANK OF HEMET, a California corporation ("**Beneficiary**"), whose address for notice is 3715 Sunnyside Drive, Riverside, California 92516-0109.

THIS DEED OF TRUST IS ALSO TO BE RECORDED AS A "FIXTURE FILING" AS DEFINED IN SECTION 9-102(a) OF THE UNIFORM COMMERCIAL CODE OF THE STATE OF CALIFORNIA. IT COVERS GOODS THAT ARE OR ARE TO BECOME FIXTURES UNDER THE LAWS OF THE STATE OF CALIFORNIA ON THE REAL PROPERTY LOCATED AT 8855 TAMPA AVENUE, IN THE CITY OF NORTHRIDGE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED ON EXHIBIT A ATTACHED HERETO THE NAME OF THE RECORD OWNER OF THE REAL PROPERTY IS CARY MINOVITZ AND WENDY M. MINOVITZ, HUSBAND AND WIFE AS JOINT TENANTS

ARTICLE 1
DEFINITIONS

Section 1 1 **Definitions** As used herein, the following terms shall have the following meanings

"**Indebtedness**". The sum of all (1) principal, interest and other amounts due under or secured by the Loan Documents (defined below), (2) principal, interest, and other amounts which may hereafter be loaned by Beneficiary, its successors or assigns, to or for the benefit of the owner of the Mortgaged Property (defined below),

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when evidenced by a promissory note or other instrument which, by its terms, is secured hereby, (3) all future obligations the owner of the Mortgaged Property agrees to perform for the benefit of Beneficiary or any subsequent holder of the beneficial interest hereunder, (4) all other indebtedness, obligations and liabilities now or hereafter existing of any kind of Grantor to Beneficiary under documents which recite that they are intended to be secured by this Deed of Trust, and (5) all amounts owed under any modifications, renewals, or extensions of any of the foregoing obligations.

"Loan Documents". (1) The Loan Agreement of even date between Grantor and Beneficiary (the **"Loan Agreement"**), (2) the Note of even date, executed by Grantor, payable to the order of Beneficiary, in the stated principal amount of \$2,660,000.00 (the **"Note"**), (3) this Deed of Trust, (4) all other documents now or hereafter executed by Grantor, or any other person or entity to evidence or secure the payment of the Indebtedness or the performance of the Obligations (defined below), but specifically excluding the Environmental Indemnity Agreement of even date, made by Grantor to Beneficiary, and (5) all modifications, restatements, extensions, renewals and replacements of the foregoing

"Mortgaged Property". (1) The real property described in Exhibit A, together with any greater estate therein as hereafter may be acquired by Grantor (the **"Land"**), (2) all buildings, structures and other improvements, now or at any time situated, placed or constructed upon the Land (the **"Improvements"**), (3) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Grantor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land (or constructed or to be so attached), and water, gas, electrical, storm and sanitary sewer facilities and all other utilities whether or not situated in easements, including "fixtures" as defined in the UCC (the **"Fixtures"**), (4) all right, title and interest of Grantor in and to all "goods", "accounts", "general intangibles", "payment intangibles", "instruments", "documents", "chattel paper", "investment property", "letter of credit rights", and all other personal property of any kind or character, including the foregoing items as each is defined in the UCC, now owned or hereafter acquired by Grantor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land and Improvements or which may be used in or relating to the planning, development, financing or operation of the Mortgaged Property, including, without limitation, furniture, furnishings, "equipment" (as defined in the UCC), machinery, money, insurance proceeds, accounts, contract rights, trademarks, goodwill, chattel paper, documents, trade names, licenses and/or franchise agreements, rights of Grantor under leases of Fixtures or other personal property or equipment, "inventory" (as defined in the UCC), all refundable, returnable or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Grantor with any governmental authorities, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and development costs, all studies, data and drawings

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related thereto, and all records and data relating to any of the Mortgaged Property, whether in the form of writings, drawings, microfilm, microfiche, photographs, electronic (audio-visual) media or other form, together with all of Grantor's right, title and interest in and to all computer software required to utilize, process, access, maintain, create or store such records and data (the "**Personalty**"), (5) all reserves, escrows or impounds required under the Loan Agreement and all deposit accounts (including deposit accounts as defined in the UCC) maintained by Grantor with respect to the Mortgaged Property, (6) all plans, specifications, shop drawings and other technical descriptions (including computer-aided drawings) prepared for repair or alteration of the Improvements, and all amendments and modifications thereof (the "**Plans**"), (7) all leases, subleases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits (the "**Leases**"), (8) all of the rents, revenues, income, fees, proceeds, profits, security and other types of deposits, and other benefits paid or payable by parties to the Leases other than Grantor for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property (the "**Rents**"), (9) all other agreements, such as maintenance agreements, management agreements, service contracts, permits, licenses, certificates and entitlements in any way relating to the use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Mortgaged Property (the "**Property Agreements**"), (10) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, and all right, title and interest, if any, of Grantor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof, (11) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof, (12) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Grantor, (13) all mineral, water, oil and gas rights now or hereafter acquired and relating to all or any part of the Mortgaged Property, and (14) all of Grantor's right, title and interest in and to any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personalty. As used in this Deed of Trust, the term "Mortgaged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein other than Fixtures or Personalty which is or becomes hazardous or toxic waste or hazardous substances)

"Obligations". All of the agreements, covenants, conditions, warranties, representations and other obligations (other than to repay the Indebtedness) made or undertaken by Grantor or any other person or entity to Beneficiary, Trustee or others as set forth in the Loan Documents

"Permitted Encumbrances" the outstanding liens, easements, restrictions, security interests and other exceptions to title set forth in the policy of title insurance insuring the lien of this Deed of Trust, together with the liens and security

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Interests in favor of Beneficiary created by the Loan Documents, none of which, individually or in the aggregate, materially interferes with the benefits of the security intended to be provided by this Deed of Trust, materially and adversely affects the value of the Mortgaged Property, impairs the use or operations of the Mortgaged Property or impairs Grantor's ability to pay its obligations in a timely manner.

"UCC": The Uniform Commercial Code of the State of California or, if the creation, perfection and enforcement of any security interest herein granted is governed by the laws of a state other than California, then, as to the matter in question, the Uniform Commercial Code in effect in that state

ARTICLE 2 GRANT

Section 2 1 **Grant** To secure the full and timely payment of the Indebtedness and the full and timely performance of the Obligations, Grantor GRANTS, BARGAINS, SELLS and CONVEYS, to Trustee the Mortgaged Property, subject, however, to the Permitted Encumbrances, TO HAVE AND TO HOLD the Mortgaged Property to Trustee, IN TRUST, WITH POWER OF SALE, and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property unto Trustee

ARTICLE 3 WARRANTIES, REPRESENTATIONS AND COVENANTS

Grantor warrants, represents and covenants to Beneficiary as follows

Section 3.1 **Title to Mortgaged Property and Lien of this Instrument**. Grantor owns the Mortgaged Property free and clear of any liens, claims or interests, except the Permitted Encumbrances. This Deed of Trust creates valid, enforceable first priority liens and security interests against the Mortgaged Property

Section 3 2 **Lien Priority Status** (1) Grantor shall preserve and protect the first lien and security interest priority status of this Deed of Trust and the other Loan Documents. If any lien or security interest other than the Permitted Encumbrances is asserted against the Mortgaged Property, Grantor shall promptly, and at its expense, (a) give Beneficiary a detailed written notice of such lien or security interest (including origin, amount and other terms), and (b) pay the underlying claim in full or take such other action so as to cause it to be released or, contest the same in compliance with the requirements of the Loan Agreement (including providing a bond or other security satisfactory to Beneficiary) for the payment of such claim; and, (2) Grantor shall pay, from time to time when the same shall become due, all lawful claims and demands of mechanics, materialmen, laborers and others which, if unpaid, might result in, or permit

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the creation of, a lien on the Mortgaged Property or any part thereof, or on the revenues, rents, issues, income or profits arising therefrom, or if a bonded stop notice is filed, and, in general, Grantor shall do, or cause to be done, at the cost of Grantor and without expense to Beneficiary, everything necessary to fully preserve the lien of this Deed of Trust. In the event Grantor fails to make payment of such claims and demands within ten (10) days, or fails to post a bond to dispute the claim, demand or stop notice, Beneficiary may, but shall not be obligated to, make payment thereof, and Grantor shall, on demand, reimburse Beneficiary for all sums so expended together with interest computed at the Default Rate prescribed in the Note.

Section 3.3 Payment and Performance Grantor shall pay the Indebtedness when due under the Loan Documents and shall perform the Obligations in full when they are required to be performed.

Section 3.4 Possession; Replacement of Fixtures and Personalty Grantor shall have possession of the Personalty and Fixtures, except where expressly otherwise provided in this Deed of Trust or otherwise agreed by Beneficiary, (or where Beneficiary chooses to perfect its security interest by possession in addition to filing of a financing statement) Grantor shall not, without the prior written consent of Beneficiary, permit any of the Fixtures or Personalty to be removed at any time from the Land or Improvements, unless the removed item is removed temporarily for maintenance and repair or, if removed permanently, is obsolete and is replaced by an article of equal or better suitability and value, owned by Grantor subject to the liens and security interests of this Deed of Trust and the other Loan Documents, and free and clear of any other lien or security interest except such as may be first approved in writing by Beneficiary.

Section 3.5 Maintenance and Grant of Rights of Way, Easements and Licenses

(a) Grantor shall maintain all rights of way, easements, grants, privileges, licenses, certificates, permits, entitlements, and franchises necessary for the use of the Mortgaged Property and will not, without the prior consent of Beneficiary, consent to any public restriction (including any zoning ordinance) or private restriction as to the use of the Mortgaged Property. Grantor shall comply with all restrictive covenants affecting the Mortgaged Property, and all zoning ordinances and other public or private restrictions as to the use of the Mortgaged Property.

(b) Provided no Event of Default has occurred and is continuing under the Note, the Loan Agreement or this Deed of Trust, the Trustee shall, from time to time, upon fulfillment by Grantor of the conditions set forth in the succeeding provisions of this Section, join Grantor in granting of all easements and rights of way for public utilities including, but not limited to, sanitary sewer, storm sewer, water, electricity, gas and temporary construction easements necessary in connection with the use of the Mortgaged Property, all as shown on a certain final, recorded subdivision map previously approved by Beneficiary, without the necessity of obtaining the approval

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thereto of the holder of any lien inferior to the lien of this Deed of Trust or of anyone else whomsoever having an interest in any portion of the Mortgaged Property, and the priority of the Trustee's lien on that portion of the Mortgaged Property which has not been so granted shall not be affected thereby in any way whatsoever (nor shall anyone having an interest in the Mortgaged Property thereby obtain any additional rights in any foreclosure of this Deed of Trust or upon the sale of the Mortgaged Property or any portion thereof pursuant to any of its provisions of this Deed of Trust) and the Trustee shall then continue to hold and retain all of the residue of the Mortgaged Property as security for any sum due under the Note, the Loan Agreement or this Deed of Trust.

Section 3 6 Inspection. Grantor shall permit Trustee and Beneficiary, and their agents, representatives and employees, upon reasonable prior notice to Grantor, to inspect the Mortgaged Property and conduct such environmental and engineering studies as Beneficiary may require, provided that such inspections and studies shall not materially interfere with the use and operation of the Mortgaged Property

Section 3 7 Other Covenants All of the covenants in the Loan Agreement are incorporated herein by reference and, together with covenants in this Article 3, shall be covenants running with the land. The covenants set forth in the Loan Agreement include, among other provisions (a) the prohibition against the further sale, transfer or encumbering of any of the Mortgaged Property except as specifically authorized by the terms of the Loan Agreement, (b) the obligation to pay when due all taxes on the Mortgaged Property or assessed against Beneficiary with respect to the Loan, (c) the right of Beneficiary to inspect the Mortgaged Property, (d) the obligation to keep the Mortgaged Property insured as Beneficiary may require, (e) the obligation to comply with all legal requirements (including environmental laws), maintain the Mortgaged Property in good condition, and promptly repair any damage or casualty, and (f) except as otherwise permitted under the Loan Agreement, the obligation of Grantor to obtain Beneficiary's consent prior to changing its name, identity, organizational structure or the location of its chief executive office or principal place of business, or entering into, modifying or taking other actions with respect to Leases.

Section 3 8 Insurance.

(a) Grantor shall maintain insurance as follows:

(1) **Casualty; Business Interruption** Grantor shall keep the Mortgaged Property insured against damage by fire and the other hazards covered by a standard extended coverage and all-risk insurance policy for the full insurable value thereof (without reduction for depreciation or co-insurance), and shall maintain such other casualty insurance as reasonably required by Beneficiary Grantor shall keep the Mortgaged Property insured against loss by flood if the Mortgaged Property is located in an area identified by the Federal Emergency Management Agency as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (and any successor act thereto) in an amount at least equal to the lesser of (A) the maximum amount of the Loan or (B) the maximum

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limit of coverage available under said act. Following completion of the Improvements, Grantor shall maintain use and occupancy insurance covering, as applicable, rental income or business interruption, with coverage in an amount not less than twelve (12)-months anticipated gross rental income or gross business earnings, as applicable in each case, attributable to the Mortgaged Property. Grantor shall not maintain any separate or additional insurance which is contributing in the event of loss unless it is properly endorsed and otherwise satisfactory to Beneficiary in all respects. The proceeds of insurance paid on account of any damage or destruction to the Mortgaged Property shall be paid to Beneficiary to be applied as provided in Section 3.9.

(2) **Liability** Grantor shall maintain (i) commercial general liability insurance with respect to the Mortgaged Property providing for limits of liability of not less than \$3,000,000 for both injury to or death of a person and for property damage per occurrence, and (ii) other liability insurance as reasonably required by Beneficiary

(3) **Form and Quality** All insurance policies shall be endorsed in form and substance acceptable to Beneficiary to name Beneficiary as an additional insured, loss payee or mortgagee thereunder, as its interest may appear, with loss payable to Beneficiary, without contribution, under a standard mortgagee clause. All such insurance policies and endorsements shall be fully paid for and contain such provisions and expiration dates and be in such form and issued by such insurance companies licensed to do business in the State, with a rating of "A-IX" or better as established by Best's Rating Guide (or an equivalent rating approved in writing by Beneficiary). Each policy shall provide that such policy may not be cancelled or materially changed except upon thirty (30) days' prior written notice of intention of non-renewal, cancellation or material change to Beneficiary and that no act or thing done by Grantor shall invalidate any policy as against Beneficiary. If Grantor fails to maintain insurance in compliance with this Section 3.8, Beneficiary may obtain such insurance and pay the premium therefor and Grantor shall, on demand, reimburse Beneficiary for all expenses incurred in connection therewith. Grantor shall assign the policies or proofs of insurance to Beneficiary, in such manner and form that Beneficiary and its successors and assigns shall at all times have and hold the same as security for the payment of the Loan. Grantor shall deliver copies of all original policies certified to Beneficiary by the insurance company or authorized agent as being true copies, together with the endorsements required hereunder. The proceeds of insurance policies coming into the possession of Beneficiary shall not be deemed trust funds, and Beneficiary shall be entitled to apply such proceeds as herein provided.

(b) **Adjustments** Grantor shall give immediate written notice of any loss to the insurance carrier and to Beneficiary. Grantor hereby irrevocably authorizes and empowers Beneficiary, as attorney-in-fact for Grantor coupled with an interest, to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Beneficiary's expenses incurred in

Ln#1261415251

the collection of such proceeds. Nothing contained in this Section, however, shall require Beneficiary to incur any expense or take any action hereunder.

(c) **Impounds** If requested by Beneficiary, Grantor shall deposit with Beneficiary, monthly, one-twelfth (1/12th) of the annual charges for ground or other rent, if any, and real estate taxes, assessments and similar charges relating to the Mortgaged Property. At or before the initial advance of the Loan, Grantor shall deposit with Beneficiary a sum of money which together with the monthly installments will be sufficient to make each of such payments thirty (30) days prior to the date any delinquency or penalty becomes due with respect to such payments. Deposits shall be made on the basis of Beneficiary's estimate from time to time of the charges for the current year (after giving effect to any reassessment or, at Beneficiary's election, on the basis of the charges for the prior year, with adjustments when the charges are fixed for the then current year). All funds so deposited shall be held by Beneficiary, without interest, and may be commingled with Beneficiary's general funds. Grantor hereby grants to Beneficiary a security interest in all funds so deposited with Beneficiary for the purpose of securing the Loan. While an Event of Default exists, the funds deposited may be applied in payment of the charges for which such funds have been deposited, or to the payment of the Loan or any other charges affecting the security of Beneficiary, as Beneficiary may elect, but no such application shall be deemed to have been made by operation of law or otherwise until actually made by Beneficiary. Grantor shall furnish Beneficiary with bills for the charges for which such deposits are required at least thirty (30) days prior to the date on which the charges first become payable. If at any time the amount on deposit with Beneficiary, together with amounts to be deposited by Grantor before such charges are payable, is insufficient to pay such charges, Grantor shall deposit any deficiency with Beneficiary immediately upon demand. Beneficiary shall pay such charges when the amount on deposit with Beneficiary is sufficient to pay such charges and Beneficiary has received a bill for such charges.

Section 3.9 Use and Application of Insurance Proceeds. Beneficiary shall apply insurance proceeds to costs of restoring the Mortgaged Property or the Loan as follows:

(a) if the loss is less than or equal to \$25,000, Beneficiary shall apply the insurance proceeds to restoration provided (1) no Event of Default or Potential Default exists, and (2) Grantor promptly commences and is diligently pursuing restoration of the Mortgaged Property;

(b) if the loss exceeds \$25,000 but is not more than 10% of the replacement value of the Improvements (for projects containing multiple phases or stand alone structures, such calculation to be based on the damaged phase or structure, not the project as a whole), Beneficiary shall apply the insurance proceeds to restoration provided that at all times during such restoration (1) no Event of Default or Potential Default exists, (2) Beneficiary determines that there are sufficient funds available to restore and repair the Mortgaged Property to a condition approved by

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Beneficiary, (3) Beneficiary determines that restoration and repair of the Mortgaged Property to a condition approved by Beneficiary will be completed within six months after the date of loss or casualty and in any event ninety (90) days prior to the Maturity Date; and (4) Grantor promptly commences and is diligently pursuing restoration of the Mortgaged Property,

(c) if the conditions set forth above are not satisfied or the loss exceeds the maximum amount specified in Section 3.9(b) above, in Beneficiary's sole discretion, Beneficiary may apply any insurance proceeds it may receive to the payment of the Loan or allow all or a portion of such proceeds to be used for the restoration of the Mortgaged Property, and

(d) Insurance proceeds applied to restoration will be disbursed on receipt of satisfactory plans and specifications, contracts and subcontracts, schedules, budgets, lien waivers and architects' certificates, and otherwise in accordance with prudent commercial construction lending practices for construction loan advances, including, as applicable, the advance conditions described in the Loan Agreement

Section 3.10 Condemnation Awards Grantor shall immediately notify Beneficiary of the institution of any proceeding for the condemnation or other taking of the Mortgaged Property or any portion thereof. Beneficiary may participate in any such proceeding and Grantor will deliver to Beneficiary all instruments necessary or required by Beneficiary to permit such participation. Without Beneficiary's prior consent, Grantor (a) shall not agree to any compensation or award, and (b) shall not take any action or fail to take any action which would cause the compensation to be determined. All awards and compensation for the taking or purchase in lieu of condemnation of the Mortgaged Property or any part thereof are hereby assigned to and shall be paid to Beneficiary. Grantor authorizes Beneficiary to collect and receive such awards and compensation, to give proper receipts and acquittances therefor, and in Beneficiary's sole discretion to apply the same toward the payment of the Loan, notwithstanding that the Loan may not then be due and payable, or to the restoration of the Mortgaged Property; however, if the award is less than or equal to \$25,000 and Grantor requests that such proceeds be used for non-structural site improvements (such as landscape, driveway, walkway and parking area repairs) required to be made as a result of such condemnation, Beneficiary will apply the award to such restoration in accordance with disbursement procedures applicable to insurance proceeds provided there exists no Potential Default or Event of Default. Grantor, upon request by Beneficiary, shall execute all instruments requested to confirm the assignment of the awards and compensation to Beneficiary, free and clear of all liens, charges or encumbrances.

Section 3.11 Assignment of Awards.

(a) **Condemnation Awards.** Grantor assigns all awards and compensation for any condemnation or other taking, or any purchase in lieu thereof, to Beneficiary and authorizes Beneficiary to collect and receive such awards and

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compensation and to give proper receipts and acquittances therefor, subject to the terms of the Loan Agreement.

(b) **Insurance Proceeds.** Grantor assigns to Beneficiary all proceeds of any insurance policies insuring against loss or damage to the Mortgaged Property. Grantor authorizes Beneficiary to collect and receive such proceeds and authorizes and directs the issuer of each of such insurance policies to make payment for all such losses directly to Beneficiary, instead of to Grantor and Beneficiary jointly.

Section 3.12 **Location of Personality.** All Mortgaged Property consisting of goods (as described in the UCC) is located in the state in which the Real Property is located.

ARTICLE 4 **DEFAULT AND FORECLOSURE**

Section 4.1 **Remedies.** If an Event of Default (as defined in the Loan Agreement) exists, Beneficiary may, at Beneficiary's election and by or through Trustee or otherwise, exercise any or all of the following rights, remedies and recourses.

(a) **Acceleration.** Declare the unpaid Indebtedness to be immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Grantor), whereupon the same shall become immediately due and payable.

(b) **Entry on Mortgaged Property.** Enter the Mortgaged Property and, either personally or through an agent or trustee or receiver appointed as allowed by law, take exclusive possession thereof and of all books, records and accounts relating thereto. If Grantor remains in possession of the Mortgaged Property after an Event of Default and without Beneficiary's prior written consent, Beneficiary may invoke any legal remedies to dispossess Grantor.

(c) **Operation of Mortgaged Property.** Hold, lease, develop, manage, operate or otherwise use the Mortgaged Property upon such terms and conditions as Beneficiary may deem reasonable under the circumstances (making such repairs, alterations, additions and improvements and taking other actions, including obtaining and evicting tenants and enforcing, cancelling or modifying leases, from time to time, as Beneficiary deems necessary or desirable), and apply all Rents and other amounts collected by Trustee in connection therewith in accordance with the provisions of the Assignment of Rents and Leases and Section 4.7 below.

(d) **Foreclosure and Sale.** Commence an action for judicial foreclosure of this Deed of Trust and sale of the Mortgaged Property, and/or instruct the Trustee to commence a trustee's sale of the Mortgaged Property under the power of sale.

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(1) If Beneficiary shall elect to instruct the Trustee to commence a trustee's sale of the Mortgaged Property, the sale shall be conducted as follows:

(A) Beneficiary shall deliver to Trustee a written declaration of default and demand for sale and a written notice of default and election to cause the Mortgaged Property to be sold, which notice Trustee shall cause to be filed for record. Beneficiary shall also deposit with Trustee this Deed of Trust, the Note and all documents evidencing expenditures secured hereby

(B) After a lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Grantor, shall sell the Mortgaged Property at the time and place fixed by it in the 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 the sale of all or any portion of the Mortgaged 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 fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the Mortgaged 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

(2) Any person, including Grantor, Trustee, or Beneficiary, may purchase at any sale of the Mortgaged Property under this Deed of Trust, and if Beneficiary is the highest bidder, may credit the portion of the purchase price that would be distributed to Beneficiary against the Indebtedness in lieu of paying cash. The proceeds of such sale shall be applied as provided in Section 4.7

(e) **Commercial Code Remedies.** Exercise all remedies available to Beneficiary as a secured party under the UCC with respect to the Mortgaged Property, in such manner and in such order as Beneficiary determines, in its sole discretion, and all expenses of Beneficiary and Trustee in exercising such remedies (including without limitation the cost of retaking, storing, preparing for sale, holding and disposition or any property which is personal property, including attorneys' fees and costs) are secured by this Deed of Trust. At Beneficiary's request, Grantor shall cause all Mortgaged Property which is personal property to be assembled at one or more reasonably convenient locations. Beneficiary has no obligation to clean up or otherwise prepare any of the Mortgaged Property for sale. Any sale under the UCC shall be made in accordance with Chapter 9 of the UCC relating to the sale of collateral after default by a debtor (as the same may be hereafter amended or succeeded), or by any other present or subsequent articles or enactments of the same. Beneficiary may specifically disclaim any warranties of title or the like and may sell the Mortgaged Property without giving any warranties. With respect to any notices required or permitted under the UCC,

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Grantor agrees that five (5) days' prior written notice shall be deemed commercially reasonable

(f) **Receiver** Make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Grantor or regard to the adequacy of the Mortgaged Property for the repayment of the Indebtedness, the appointment of a receiver of all or any portion of the Mortgaged Property, and Grantor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and shall apply such Rents in accordance with the provisions of Section 4.7.

(g) **Environmental Compliance.**

(1) With or without notice, and without releasing Grantor from any obligation hereunder, to cure any default of Grantor and, in connection therewith, Beneficiary or its agents, acting by themselves or through a court appointed receiver, may enter upon the Mortgaged Property or any part thereof and perform such acts and things as Beneficiary deems necessary or desirable to inspect, investigate, assess, and protect the security hereof, including without limitation of any of its other rights: (a) to obtain a court order to enforce Beneficiary's right to enter and inspect the Mortgaged Property under California Civil Code Section 2929.5, to which the decision of Beneficiary as to whether there exists a release or threatened release of a Hazardous Materials (as defined in the Environmental Indemnity of even date given by Grantor in favor of Beneficiary relating to the Mortgaged Property) in onto the Mortgaged Property shall be deemed reasonably and conclusive as between the parties hereto; and (b) to have a receiver appointed under California Code of Civil Procedure Section 564 to enforce Beneficiary's right to enter and inspect the Mortgaged Property for Hazardous Materials. All costs and expenses incurred by Beneficiary with respect to the audits, tests, inspections, and examinations which Beneficiary or its agents or employees may conduct, including the fees of the engineers, laboratories, contractors, consultants, and attorneys, shall be paid by Grantor. All costs and expenses incurred by Trustee and Beneficiary pursuant to this subparagraph (including, without limitation, court costs, consultant fees and attorney fees, whether incurred in litigation or not and whether before or after judgment) shall bear interest at the greater of ten percent (10%) per annum or the "Default Rate" (as specified in the Loan Agreement), from the date they are incurred until said sums have been paid.

(2) To seek a judgment that Grantor has breached its covenants, representations and/or warranties with respect to the environmental matters set forth in the Environmental Indemnity, by commencing and maintaining an action or actions in any court of competent jurisdiction for breach of contract pursuant to California Code of Civil Procedure Section 736, whether commenced prior to foreclosure of the Mortgaged Property, and to seek the recovery of any and all costs, damages, expenses, fees,

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penalties, fines, judgments, indemnification payments to third parties, and other out-of-pocket costs or expenses actually incurred by Beneficiary (collectively, the **"Environmental Costs"**) incurred or advanced by Beneficiary relating to the cleanup, remediation or other response action required by Applicable Law or to which Beneficiary believes necessary to protect the Mortgaged Property, it being conclusively presumed between Beneficiary and Grantor that all such Environmental Costs incurred or advanced by Beneficiary relating to the cleanup, remediation, or other response action of or to the Mortgaged Property were made by Beneficiary in good faith. All Environmental Costs incurred by Beneficiary under this subparagraph (including, without limitation, court costs, consultant fees and attorneys' fees, whether incurred in litigation or not and whether before or after judgment) shall bear interest at the Default Rate from the date of expenditure until said sums have been paid. Beneficiary shall be entitled to bid, at the sale of the Mortgaged Property held under Subsection (b) above, the amount of said costs, expenses and interest in addition to the amount of the other obligations hereby secured as a credit bid, the equivalent of cash

Grantor acknowledges and agrees that notwithstanding any term or provision contained herein or in the Loan Documents, the Environmental Costs shall be exceptions to any limited recourse or exculpatory provision of the Loan Documents, and Grantor shall be fully and personally liable for the Environmental Costs hereunder, and such liability shall not be limited to the original principal amount of the obligations secured by this Deed of Trust, and Grantor's obligations shall survive the foreclosure, deed in lieu of foreclosure, release, reconveyance, or any other transfer of the Mortgaged Property or this Deed of Trust. For the purposes of any action brought under this subparagraph, Grantor hereby waives the defense of laches and any applicable statute of limitations

(3) To waive its lien against the Mortgaged Property or any portion thereof, whether fixtures or personal property, to the extent such property is found to be environmentally impaired in accordance with California Code of Civil Procedure Section 726.5 and to exercise any and all rights and remedies of an unsecured creditor against Grantor and all of Grantor's assets and property for the recovery of any deficiency and Environmental Costs, including, but not limited to, seeking an attachment order under California Code of Civil Procedure Section 483.010. As between Beneficiary and Grantor, for purposes of California Code of Civil Procedure Section 726.5, Grantor shall have the burden of providing that Grantor or any related party (or any affiliate or agent of Grantor or any related party) was not in any way negligent in permitting the release or threatened release of Hazardous Materials. Grantor acknowledges and agrees that notwithstanding any term or provision contained herein or in the Loan Documents, all judgments and awards entered against Grantor shall be exceptions to any nonrecourse or exculpatory provision of the Loan Documents, and Grantor shall be fully and personally liable for all judgments and awards entered against Grantor hereunder and such liability shall not be limited to the original principal amount of the obligations secured by this Deed of Trust and Grantor's obligations shall survive the foreclosure,

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deed in lieu of foreclosure, release, reconveyance, or any other transfer of the Mortgaged Property or this Deed of Trust. For the purposes of any action brought under this subparagraph, Grantor hereby waives the defense of laches and any applicable statute of limitations.

(h) **Other** Exercise all other rights, remedies and recourses granted under the Loan Documents or otherwise available at law or in equity (including an action for specific performance of any covenant contained in the Loan Documents, or a judgment on the Note either before, during or after any proceeding to enforce this Deed of Trust)

Section 4.2 Separate Sales The Mortgaged Property (whether real, personal or mixed) may be sold in such portions, order or parcels as Beneficiary may determine, with or without having first taken possession of same, and in such manner and order as Trustee, in his sole discretion, may elect; the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales or attempted sales, any other action, proceeding, or other exercise of a remedy, and the liens granted by this Deed of Trust shall continue unimpaired

Section 4.3 Remedies Cumulative, Concurrent and Nonexclusive Beneficiary shall have all rights, remedies and recourses granted in the Loan Documents and available at law or equity (including the UCC), which rights (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Grantor or others obligated under the Note and the other Loan Documents, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Beneficiary, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Beneficiary or Trustee in the enforcement of any rights, remedies or recourses under the Loan Documents or otherwise at law or equity shall be deemed to cure any Event of Default. The remedies provided for in this Deed of Trust may be exercised in any order

Section 4.4 Release of and Resort to Collateral Beneficiary may release, regardless of consideration and without the necessity for any notice to a consent by the holder of any subordinate lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interests created in or evidenced by the Loan Documents or their stature as a first and prior lien and security interest in and to the Mortgaged Property. For payment of the Indebtedness, Beneficiary may resort to any other security in such order and manner as Beneficiary may elect.

Section 4.5 Waiver of Redemption, Notice and Marshalling of Assets. To the fullest extent permitted by law, Grantor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Grantor by virtue of any present

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or future statute of limitations or law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any appraisal, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default or of Trustee's election to exercise or his actual exercise of any right, remedy or recourse provided for under the Loan Documents, and (c) any right (with respect to any part of the Mortgaged Property, whether real or personal) to a marshalling of assets or a sale in inverse order of alienation.

Section 4.6 Discontinuance of Proceedings. If Beneficiary shall have proceeded to invoke any right, remedy or recourse permitted under the Loan Documents and shall thereafter elect to discontinue or abandon it for any reason, Beneficiary shall have the unqualified right to do so and, in such an event, Grantor and Beneficiary shall be restored to their former positions with respect to the Indebtedness, the Obligations, the Loan Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Beneficiary shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Beneficiary thereafter to exercise any right, remedy or recourse under the Loan Documents for such Event of Default.

Section 4.7 Application of Proceeds. The proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, management, operation or other use of the Mortgaged Property, shall be applied by Beneficiary or Trustee (or the receiver, if one is appointed) in the following order unless otherwise required by applicable law:

(a) to the payment of the costs and expenses of taking possession of the Mortgaged Property and of holding, using, leasing, repairing, improving and selling the same, including, without limitation (1) trustee's and receiver's fees and expenses, (2) court costs, (3) attorneys' and accountants' fees and expenses, (4) costs of advertisement, and (5) the payment of all ground rent, real estate taxes and assessments, except any taxes, assessments, or other charges subject to which the Mortgaged Property shall have been sold;

(b) to the payment of all amounts (including interest), other than the unpaid principal balance of the Note and accrued but unpaid interest, which may be due to Beneficiary under the Loan Documents,

(c) to the payment of the Indebtedness and performance of the Obligations in such manner and order of preference as Beneficiary in its sole discretion may determine; and

(d) the balance, if any, to the payment of the persons legally entitled thereto

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Section 4.8 Occupancy After Foreclosure The purchaser at any foreclosure sale pursuant to Section 4.1(d) shall become the legal owner of the Mortgaged Property. All occupants of the Mortgaged Property shall, at the option of such purchaser, become tenants of the purchaser at the foreclosure sale and shall deliver possession thereof immediately to the purchaser upon demand. It shall not be necessary for the purchaser at said sale to bring any action for possession of the Mortgaged Property other than the statutory action of forcible detainer in any justice court having jurisdiction over the Mortgaged Property.

Section 4.9 Additional Advances and Disbursements; Costs of Enforcement.

(a) If any Event of Default exists, Beneficiary shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Grantor. All sums advanced and expenses incurred at any time by Beneficiary under this Section 4.9 or otherwise under this Deed of Trust or any of the other Loan Documents or applicable law, shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at the Default Rate (as defined in the Note), and all such sums, together with interest thereon, shall be secured by this Deed of Trust.

(b) Grantor shall pay all expenses (including reasonable attorneys' fees and expenses) of or incidental to the perfection and enforcement of this Deed of Trust and the other Loan Documents, or the enforcement, compromise or settlement of the Indebtedness or any claim under this Deed of Trust and the other Loan Documents, and for the curing thereof, or for defending or asserting the rights and claims of Beneficiary in respect thereof, by litigation or otherwise.

Section 4.10 No Mortgagee in Possession. Neither the enforcement of any of the remedies under this Article 4, the assignment of the Rents and Leases under Article 5, the security interests under Article 6, nor any other remedies afforded to Beneficiary under the Loan Documents, at law or in equity shall cause Beneficiary or Trustee to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate Beneficiary or Trustee to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

ARTICLE 5
ASSIGNMENT OF RENTS AND LEASES

Section 5.1 Assignment. Grantor acknowledges and confirms that it has executed and delivered to Beneficiary an Assignment of Rents and Leases of even date (the "**Assignment of Rents and Leases**"), intending that such instrument create a present, absolute assignment to Beneficiary of the Leases and Rents. Without limiting

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the intended benefits or the remedies provided under the Assignment of Rents and Leases, Grantor hereby absolutely and unconditionally assigns to Beneficiary, as further security for the Indebtedness and the Obligations, the Leases and Rents. While any Event of Default exists, Beneficiary shall be entitled to exercise any or all of the remedies provided in the Assignment of Rents and Leases and in Article 4 hereof, including the right to have a receiver appointed. If any conflict or inconsistency exists between the assignment of the Rents and the Leases in this Deed of Trust and the absolute assignment of the Rents and the Leases in the Assignment of Rents and Leases, the terms of the Assignment of Rents and Leases shall control.

Section 5.2 **No Merger of Estates**. So long as any part of the Indebtedness and the Obligations secured hereby remain unpaid and undischarged, the fee and leasehold estates to the Mortgaged Property shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Grantor, Beneficiary, any lessee or any third party by purchase or otherwise.

ARTICLE 6

SECURITY AGREEMENT

Section 6.1 **Security Interest** This Deed of Trust constitutes a "Security Agreement" on personal property within the meaning of the UCC and other applicable law with respect to the Personalty, Fixtures, Plans, Leases, Rents and Property Agreements. To this end, Grantor grants to Trustee and Beneficiary, a first and prior security interest in the Personalty, Fixtures, Plans, Leases, Rents and Property Agreements and all other Mortgaged Property which is personal property to secure the payment of the Indebtedness and performance of the Obligations, and agrees that Beneficiary shall have all the rights and remedies of a secured party under the UCC with respect to such property. Beneficiary shall have the right at any time to enforce Grantor's rights against account debtors and obligors. Any notice of sale, disposition or other intended action by Beneficiary with respect to the Personalty, Fixtures, Plans, Leases, Rents and Property Agreements sent to Grantor at least five (5) days prior to any action under the UCC shall constitute reasonable notice to Grantor.

Section 6.2 **Financing Statements** Grantor authorizes Beneficiary to file a financing statement describing any or all of the Mortgaged Property, and/or describing any agricultural liens and/or other statutory liens. Grantor (as debtor) shall execute and deliver to Beneficiary (as secured party), in form and substance satisfactory to Beneficiary, such financing statements and such further assurances as Beneficiary may, from time to time, reasonably consider necessary to create, perfect and preserve Beneficiary's security interest hereunder and Beneficiary may cause such statements and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Where Personalty is in the possession of a third party, Grantor will join with Beneficiary in notifying the third party of Beneficiary's security interest and obtaining an

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acknowledgment from the third party that it is holding such Personalty for the benefit of Beneficiary Grantor will cooperate with Beneficiary in obtaining control with respect to Personalty consisting of deposit accounts, investment property, letter-of-credit rights and electronic chattel rights (as all of such terms are defined in the UCC) Grantor's chief executive office is in the State of California at the address set forth in the first paragraph of this Deed of Trust.

ARTICLE 7

CONCERNING THE TRUSTEE

Section 7.1 Certain Rights. With the approval of Beneficiary, Trustee shall have the right to select, employ and consult with counsel. Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder, believed by him in good faith to be genuine. Trustee shall be entitled to reimbursement for actual, reasonable expenses incurred by him in the performance of his duties, including those arising from the joint, concurrent, or comparative negligence of Trustee; however, Grantor shall not be liable under such indemnification to the extent such liability or expenses result solely from Trustee's gross negligence or willful misconduct hereunder Grantor shall, from time to time, pay the compensation due to Trustee hereunder and reimburse Trustee for, and indemnify, defend and save Trustee harmless against, all liability and reasonable expenses which may be incurred by him in the performance of his duties. Grantor's obligations under this Article 7 shall not be reduced or impaired by principles of comparative or contributory negligence.

Section 7.2 Retention of Money All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received by him hereunder.

Section 7.3 Successor Trustees If Trustee or any successor Trustee shall die, resign or become disqualified from acting in the execution of this trust, or Beneficiary shall desire to appoint a substitute Trustee, Beneficiary shall have full power without conveyance to appoint one or more substitute Trustees and, if preferred, several substitute Trustees in succession who shall succeed to all the estates, rights, powers and duties of Trustee Such appointment may be executed by any authorized agent of Beneficiary, and as so executed, such appointment shall be conclusively presumed to be executed with authority, valid and sufficient, without further proof of any action.

Section 7.4 Perfection of Appointment Should any deed, conveyance or instrument of any nature be required from Grantor by any successor Trustee to more fully and certainly vest in and confirm to such successor Trustee such estates, rights,

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powers and duties, then, upon request by such Trustee, all such deeds, conveyances and instruments shall be made, executed, acknowledged and delivered and shall be caused to be recorded and/or filed by Grantor

Section 7.5 **Trustee Liability** In no event or circumstance shall Trustee or any substitute Trustee hereunder be personally liable under or as a result of this Deed of Trust, either as a result of any action by Trustee (or any substitute Trustee) in the exercise of the powers hereby granted or otherwise.

ARTICLE 8 MISCELLANEOUS

Section 8.1 **Notices**. Any notice required or permitted to be given under this Deed of Trust shall be in writing and either shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight air courier service, or personally delivered to a representative of the receiving party, or sent by telecopy. All such communications shall be mailed, sent or delivered, addressed to the party for whom it is intended at its address set forth on the first page of this Deed of Trust. Any communication so addressed and mailed shall be deemed to be given on the earliest of (a) when actually delivered, (b) on the first business day after deposit with an overnight air courier service, or (c) on the third business day after deposit in the United States mail, postage prepaid, in each case to the address of the intended addressee, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, Beneficiary or Grantor, as the case may be. If given by telecopy, a notice shall be deemed given and received when the telecopy is transmitted to the party's telecopy number specified in the Loan Agreement and confirmation of complete receipt is received by the transmitting party during normal business hours or on the next business day if not confirmed during normal business hours. Any party may designate a change of address by written notice to the other by giving at least ten (10) days prior written notice of such change of address.

Section 8.2 **Covenants Running with the Land** All Obligations contained in this Deed of Trust are intended by Grantor, Beneficiary and Trustee to be, and shall be construed as, covenants running with the Mortgaged Property. As used herein, "Grantor" shall refer to the party named in the first paragraph of this Deed of Trust and to any subsequent owner of all or any portion of the Mortgaged Property (without in any way implying that Beneficiary has or will consent to any such conveyance or transfer of the Mortgaged Property). All persons or entities who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of the Loan Agreement and the other Loan Documents; however, no such party shall be entitled to any rights thereunder without the prior written consent of Beneficiary.

Section 8.3 **Attorney-in-Fact** Grantor hereby irrevocably appoints Beneficiary and its successors and assigns, as its attorney-in-fact, which agency is coupled with an

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interest, (a) to execute and/or record any notices of completion, cessation of labor, or any other notices that Beneficiary deems appropriate to protect Beneficiary's interest, if Grantor shall fail to do so within ten (10) days after written request by Beneficiary, (b) upon the issuance of a deed pursuant to the foreclosure of this Deed of Trust or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Rents, Personalty, Fixtures, Plans and Property Agreements in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve Beneficiary's security interests and rights in or to any of the collateral, and to maintain the priority of the security interests granted herein, and (d) while any Event of Default exists, to perform any obligation of Grantor hereunder, however. (1) Beneficiary shall not under any circumstances be obligated to perform any obligation of Grantor, (2) any sums advanced by Beneficiary in such performance shall be added to and included in the Indebtedness and shall bear interest at the Default Rate, (3) Beneficiary as such attorney-in-fact shall only be accountable for such funds as are actually received by Beneficiary, and (4) Beneficiary shall not be liable to Grantor or any other person or entity for any failure to take any action which it is empowered to take under this Section.

Section 8.4 Successors and Assigns This Deed of Trust shall be binding upon and inure to the benefit of Beneficiary and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of Beneficiary, assign any rights, duties or obligations hereunder.

Section 8.5 No Waiver. Any failure by Trustee or Beneficiary to insist upon strict performance of any of the terms, provisions or conditions of the Loan Documents shall not be deemed to be a waiver of same, and Trustee or Beneficiary shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions.

Section 8.6 Subrogation. To the extent proceeds of the Note have been used to extinguish, extend or renew any indebtedness against the Mortgaged Property, then Beneficiary shall be subrogated to all of the rights, liens and interests existing against the Mortgaged Property and held by the holder of such indebtedness and such former rights, liens and interests, if any, are not waived, but are continued in full force and effect in favor of Beneficiary

Section 8.7 Loan Agreement. If any conflict or inconsistency exists between this Deed of Trust and the Loan Agreement, the Loan Agreement shall govern

Section 8.8 Release or Reconveyance. Upon payment in full of the Indebtedness and performance in full of the Obligations, Beneficiary, at Grantor's expense, shall release the liens and security interests created by this Deed of Trust or reconvey the Mortgaged Property to Grantor.

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Section 8 9 **Waiver of Stay, Moratorium and Similar Rights** Grantor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any appraisal, valuation, stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Deed of Trust or the indebtedness secured hereby, or any agreement between Grantor and Beneficiary or any rights or remedies of Beneficiary

Section 8 10 **Obligations of Grantor, Joint and Several.** If more than one person or entity has executed this Deed of Trust as "Grantor," the obligations of all such persons or entities hereunder shall be joint and several

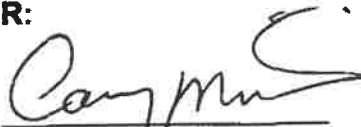
Section 8.11 **Governing Law** This Deed of Trust shall be governed by the laws of the State of California, except to the extent that the UCC provides for application of the law of another state, as to Beneficiary's security interest in and rights and remedies relating to the Personalty and/or Fixtures

Section 8.12 **Headings.** The Article, Section and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections

Section 8.13 **Entire Agreement.** This Deed of Trust and the other Loan Documents embody the entire agreement and understanding between Beneficiary and Grantor and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Loan Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

EXECUTED as of the date first above written

GRANTOR:


Cary Minovitz


Wendy M. Minovitz

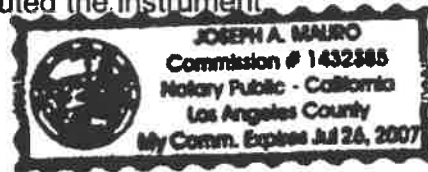
Ln#1261415251

STATE OF CALIFORNIA)
) ss
 COUNTY OF LOS ANGELES)

On June 27, 2004, before me, JOSEPH A. MAURO, a Notary Public in and for said State, personally appeared Cary Minovitz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

Joseph A. Mauro

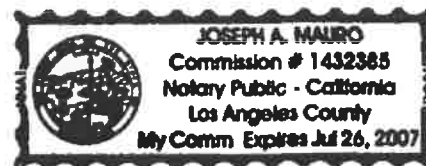


STATE OF CALIFORNIA)
) ss
 COUNTY OF LOS ANGELES)

On JUNE 28, 2004, before me, JOSEPH A. MAURO, a Notary Public in and for said State, personally appeared Wendy M. Minovitz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged 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.

WITNESS MY HAND AND OFFICIAL SEAL

Joseph A. Mauro



Ln#1261415251

EXHIBIT "A"

PARCEL 1:

Parcel "B", in the City of Los Angeles, County of Los Angeles, State of California, as shown on Parcel Map L.A. No. 3506, as per Map filed in Book 83 Pages 95 and 96 of Parcel Maps, in the office of the County Recorder of said County.

PARCEL 2:

Non-exclusive easements for parking and vehicular and pedestrian access and for ingress and egress over those portions of Parcel "A" and "C" of Parcel Map L.A. No. 3506, as per Map filed in Book 83 Pages 95 and 96 of Parcel Maps, being set aside for, maintained as and devoted to said purposes, as described and depicted in that certain Maintenance and Easements Agreement recorded January 10, 1978 as Instrument No. 78-30597.

APN: 2783-025-083

EXHIBIT B

ASSIGNED INSPECTOR: **ARIS ALLAHVERDIAN**
JOB ADDRESS: **8855 NORTH TAMPA AVENUE, LOS ANGELES, CA**
ASSESSOR PARCEL NO. (APN): **2783-025-083**

Date: February 28, 2024

Last Full Title: **10/27/2022**

Last Update to Title:

.....

LIST OF OWNERS AND INTERESTED PARTIES

- 1) CARY MINOVITZ AND WENDY M MINOVITZ
5660 KATELLA AVE STE 100,
CYPRESS, CA 90630
CAPACITY: OWNER
- 2) THE BANK OF HEMET
3715 SUNNYSIDE DR,
RIVERSIDE, CA. 92516
CAPACITY: INTERESTED PARTY

Property Detail Report

For Property Located At :
8855 TAMPA AVE, NORTHRIDGE, CA 91324-3520



RealQuest

Owner Information

Owner Name: **MINOVITZ CARY/MINOVITZ WENDY M**
 Mailing Address: **5660 KATELLA AVE #100, CYPRESS CA 90630-5058 C033**
 Vesting Codes: **HW // JT**

Location Information

Legal Description: **TR=PARCEL MAP AS PER BK 83 P 95-96 OF P M LOT B**
 County: **LOS ANGELES, CA** APN: **2783-025-083**
 Census Tract / Block: **1134.24 / 1** Alternate APN:
 Township-Range-Sect: Subdivision:
 Legal Book/Page: Map Reference: **7-A6 /**
 Legal Lot: **B** Tract #:
 Legal Block: School District: **LOS ANGELES**
 Market Area: **NR** School District Name: **LOS ANGELES**
 Neighbor Code: Munic/Township: **LOS ANGELES**

Owner Transfer Information

Recording/Sale Date: **/** Deed Type:
 Sale Price: 1st Mtg Document #:
 Document #:

Last Market Sale Information

Recording/Sale Date: **07/14/2004 / 07/12/2004** 1st Mtg Amount/Type: **\$2,660,000 / CONV**
 Sale Price: **\$4,091,000** 1st Mtg Int. Rate/Type: **/ FIXED**
 Sale Type: 1st Mtg Document #: **1790311**
 Document #: **1790310** 2nd Mtg Amount/Type: **/**
 Deed Type: **GRANT DEED** 2nd Mtg Int. Rate/Type: **/**
 Transfer Document #: Price Per SqFt: **\$420.24**
 New Construction: Multi/Split Sale:
 Title Company: **FIRST AMERICAN TITLE INSURANCE**
 Lender: **BANK OF HEMET**
 Seller Name: **CRICACAPULCO LLC**

Prior Sale Information

Prior Rec/Sale Date: **01/10/1978 /** Prior Lender:
 Prior Sale Price: **\$441,500** Prior 1st Mtg Amt/Type: **/**
 Prior Doc Number: Prior 1st Mtg Rate/Type: **/**
 Prior Deed Type: **DEED (REG)**

Property Characteristics

Year Built / Eff: **1979 / 1979** Total Rooms/Offices
 Gross Area: **9,735** Total Restrooms:
 Building Area: **9,735** Roof Type:
 Tot Adj Area: Roof Material:
 Above Grade: Construction:
 # of Stories: Foundation:
 Other Improvements: Building Permit Exterior wall:
 Basement Area:

Garage Area:
 Garage Capacity:
 Parking Spaces:
 Heat Type:
 Air Cond: **YES**
 Pool:
 Quality:
 Condition:

Site Information

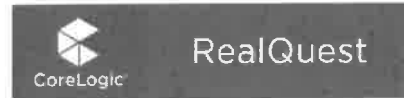
Zoning: **LAMR2** Acres: **1.35** County Use: **RESTAURANT/TAVERN (2100)**
 Lot Area: **58,800** Lot Width/Depth: **x** State Use:
 Land Use: **RESTAURANT BUILDING** Res/Comm Units: **/** Water Type:
 Site Influence: Sewer Type:

Tax Information

Total Value: **\$5,373,602** Assessed Year: **2022** Property Tax: **\$65,469.60**
 Land Value: **\$4,203,263** Improved %: **22%** Tax Area: **16**
 Improvement Value: **\$1,170,339** Tax Year: **2021** Tax Exemption:
 Total Taxable Value: **\$5,373,602**

Comparable Sales Report

For Property Located At

**8855 TAMPA AVE, NORTHRIDGE, CA 91324-3520****1 Comparable(s) Selected.**

Report Date: 11/03/2022

Summary Statistics:

	Subject	Low	High	Average
Sale Price	\$4,091,000	\$3,100,000	\$3,100,000	\$3,100,000
Bldg/Living Area	9,735	10,119	10,119	10,119
Price/Sqft	\$420.24	\$306.35	\$306.35	\$306.35
Year Built	1979	1956	1956	1956
Lot Area	58,800	22,586	22,586	22,586
Bedrooms	0	0	0	0
Bathrooms/Restrooms	0	0	0	0
Stories	0.00	0.00	0.00	0.00
Total Value	\$5,373,602	\$2,050,000	\$2,050,000	\$2,050,000
Distance From Subject	0.00	7.34	7.34	7.34

* = user supplied for search only

Comp #: 1

Distance From Subject: 7.34 (miles)

Address: 2040 1ST ST, SAN FERNANDO, CA 91340

Owner Name: PAPIAN MEROUJAN M

Seller Name: SECURITY EAT 504 INC

APN: 2520-001-001

Map Reference: 2-E5 /

Building Area: 10,119

County: LOS ANGELES, CA

Census Tract: 3202.01

Total Rooms/Offices:

Subdivision: 18146

Zoning: SFM2*

Total Restrooms:

Rec Date: 03/25/2022

Prior Rec Date: 07/01/2020

Yr Built/Eff: 1956 /

Sale Date: 03/22/2022

Prior Sale Date: 06/18/2020

Air Cond: NONE

Sale Price: \$3,100,000

Prior Sale Price: \$1,950,000

Pool:

Sale Type: FULL

Prior Sale Type: FULL

Roof Mat:

Document #: 340811

Acres: 0.52

1st Mtg Amt: \$2,790,000

Lot Area: 22,586

Total Value: \$2,050,000

of Stories:

Land Use: RESTAURANT

Park Area/Cap#: /

BUILDING

EXHIBIT D

ASSIGNED INSPECTOR: ARIS ALLAHVERDIAN
JOB ADDRESS: 8855 NORTH TAMPA AVENUE, LOS ANGELES, CA
ASSESSOR PARCEL NO. (APN): 2783-025-083

Date: February 28, 2024

CASE NO.: 855557
ORDER NO.: A-4996465

EFFECTIVE DATE OF ORDER TO COMPLY: April 25, 2019
COMPLIANCE EXPECTED DATE: May 25, 2019
DATE COMPLIANCE OBTAINED: No Compliance to date

.....

LIST OF IDENTIFIED CODE VIOLATIONS (ORDER TO COMPLY)

VIOLATIONS:

SEE ATTACHED ORDER # A-4996465

105060420197741

BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

VAN AMBATIELOS
PRESIDENT

E. FELICIA BRANNON
VICE-PRESIDENT

JOSELYN GEAGA-ROSENTHAL

GEORGE HOVAGUIMIAN

JAVIER NUNEZ

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

DEPARTMENT OF
BUILDING AND SAFETY
201 NORTH FIGUEROA STREET
LOS ANGELES, CA 90012

FRANK M. BUSH
GENERAL MANAGER

OSAMA YOUNAN, P.E.
EXECUTIVE OFFICER

ORDER TO COMPLY AND NOTICE OF FEE

MINOVITZ, CARY AND WENDY M
5660 KATELLA AVE STE 100
CYPRESS, CA 90630

The undersigned mailed this notice
by regular mail, postage prepaid,
to the addressee on this day,

CASE #: 855557
ORDER #: A-4996465
EFFECTIVE DATE: April 25, 2019
COMPLIANCE DATE: May 25, 2019

OWNER OF

SITE ADDRESS: 8855 N TAMPA AVE

ASSESSORS PARCEL NO.: 2783-025-083

ZONE: MR2; Restricted Light Industrial Zone
P; Automotive Parking Zone

APR 22 2019

To the address as shown on the
last equalized assessment roll.
Initialed by

An inspection has revealed that the property (Site Address) listed above is in violation of the Los Angeles Municipal Code (L.A.M.C.) sections listed below. You are hereby ordered to correct the violation(s) and contact the inspector listed in the signature block at the end of this document for a compliance inspection by the compliance date listed above.

FURTHER, THE CODE VIOLATION INSPECTION FEE (C.V.I.F) OF \$ 356.16 (\$336 fee plus a six percent Systems Development Surcharge of \$20.16) **WILL BE BILLED TO THE PROPERTY OWNER.** The invoice/notice will be sent to the owner as it appears on the last equalized assessment roll. Section 98.0421 L.A.M.C.

NOTE: FAILURE TO PAY THE C.V.I.F. WITHIN 30 DAYS OF THE INVOICE DATE OF THE BILL NOTED ABOVE WILL RESULT IN A LATE CHARGE OF TWO (2) TIMES THE C.V.I.F. PLUS A 50 PERCENT COLLECTION FEE FOR A TOTAL OF \$1,176.00. Any person who fails to pay the fee, late charge and collection fee, shall also pay interest. Interest shall be calculated at the rate of one percent per month.

The inspection has revealed that the property is in violation of the Los Angeles Municipal Code as follows:

VIOLATION(S):

1. Maintenance and repair of existing building.

You are therefore ordered to: Maintain the existing building and/or premises in a safe and sanitary condition and good repair.

Code Section(s) in Violation: 91.8104, 91.103.1, 91.5R103.1, 12.21A.1(a) of the L.A.M.C.

Location: West of the driveway entrance off of Tampa, North side of the property.

Comments: Maintain the paving surface of the parking lot.

2. Paving and car stops are required.

You are therefore ordered to: Provide and/or maintain the required paving and car stops.

Code Section(s) in Violation: 12.21A.6.(c), 12.21A.1.(a) of the L.A.M.C.

Location: West of the driveway entrance off of Tampa, North side of the property.

As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities.



CODE ENFORCEMENT BUREAU
For routine City business and non-emergency services: Call 3-1-1
www.ladbs.org

Comments: Maintain the paving surface of the parking lot.

3. Failure to provide or maintain the required off street parking.

You are therefore ordered to: Provide and/or maintain the required off street parking.

Code Section(s) in Violation: 12.21A.1.(a) and 12.21A.4.(m) of the L.A.M.C.

Location: West of the driveway entrance off of Tampa, North side of the property.

Comments:
Maintain the paving surface of the parking lot.

NON-COMPLIANCE FEE WARNING:

YOU ARE IN VIOLATION OF THE L.A.M.C. IT IS YOUR RESPONSIBILITY TO CORRECT THE VIOLATION(S) AND CONTACT THE INSPECTOR LISTED BELOW TO ARRANGE FOR A COMPLIANCE INSPECTION BEFORE THE NON-COMPLIANCE FEE IS IMPOSED. Failure to correct the violations and arrange for the compliance inspection within 15 days from the Compliance Date, will result in imposition of the fee noted below.

In addition to the C.V.I.F. noted above, a proposed noncompliance fee in the amount of **\$660.00** may be imposed for failure to comply with the order within 15 days after the compliance date specified in the order or unless an appeal or request for slight modification is filed within 15 days of the compliance date.

If an appeal or request for slight modification is not filed within 15 days of the compliance date or extensions granted therefrom, the determination of the department to impose and collect a non-compliance fee shall be final. Section 98.0411 L.A.M.C.

NOTE: FAILURE TO PAY THE NON-COMPLIANCE FEE WITHIN 30 DAYS AFTER THE DATE OF MAILING THE INVOICE, MAY RESULT IN A LATE CHARGE OF TWO (2) TIMES THE NON-COMPLIANCE FEE PLUS A 50 PERCENT COLLECTION FEE FOR A TOTAL OF \$2,310.00.

Any person who fails to pay the non-compliance fee, late charge and collection fee shall also pay interest. Interest shall be calculated at the rate of one percent per month.

PENALTY WARNING:

Any person who violates or causes or permits another person to violate any provision of the Los Angeles Municipal Code (L.A.M.C.) is guilty of a misdemeanor which is punishable by a fine of not more than \$1000.00 and/or six (6) months imprisonment for each violation. Section 11.00 (m) L.A.M.C.

APPEAL PROCEDURES:

There is an appeal procedure established in this city whereby the Department of Building and Safety and the Board of Building and Safety Commissioners have the authority to hear and determine error or abuse of discretion, or requests for slight modification of the requirements contained in this order when appropriate fees have been paid. Section 98.0403.1 and 98.0403.2 L.A.M.C.

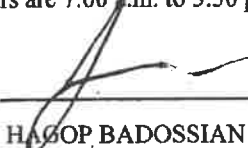
Any questions regarding invoices or how to pay fees should be directed to financial services at (213) 482-6890.

Any questions regarding the order to comply and compliance matters contact the inspector noted below at (818)374-9842.

Office hours are 7:00 a.m. to 3:30 p.m. Monday through Thursday.

Inspector :

Date: April 17, 2019


HAGOP BADOSSIAN
14410 SYLVAN STREET SUITE 105
VAN NUYS, CA 90012
(818)374-9842
Hagop.Badossian@lacity.org


REVIEWED BY

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CODE ENFORCEMENT BUREAU
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