

BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

JAVIER NUNEZ
PRESIDENT

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VICE PRESIDENT

JACOB STEVENS
MOISES ROSALES
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

June 28, 2023

Honorable City Council
Room 395, City Hall
Los Angeles, CA 90012
Attention: Lisa Hughes

SUBJECT: REFUND CLAIM FROM RISEN PHOENIX, LLC - LINKAGE FEES

Honorable Members:

In accordance with the Los Angeles Municipal Code (LAMC) Sections 22.12 and 22.13, the Los Angeles Department of Building and Safety (LADBS) requests Council approval of refund claim number 164636 in the amount of \$118,446.30.

On November 8, 2022, LADBS received payment in the amount of \$170,648.00 from Risen Phoenix, LLC (Claimant) under building permit 21010-30000-06476 for the project located at 1210 N. Chickory Lane, Los Angeles, CA 90049. Subsequently, the Claimant executed a Covenant and Agreement Regarding the Payment of Linkage Fee which was filed/recorded with the LA County Recorder's Office on November 23, 2022. The Claimant submitted a claim for refund on November 29, 2022 for the linkage fee. LADBS recommends approval of the claim for refund in the amount of \$118,446.30. Attached are supporting documents regarding the claim for refund.

Should you have any questions regarding this matter, please contact the LADBS Chief Accounting Employee at (213) 482-6782. Thank you for your consideration.

Sincerely,

for

Osama Younan
General Manager
Los Angeles Department of Building and Safety

**CITY OF LOS ANGELES
CLAIMS BOARD**

**RECOMMENDATION OF THE CLAIMS BOARD
FOR CONSIDERATION BY THE CITY COUNCIL**

The Honorable City Council
City of Los Angeles
Room 395, City Hall
200 North Spring Street
Los Angeles, CA 90012

Honorable Members:

At its meeting on July 17, 2023, the Claims Board of
the City of Los Angeles considered a report of the Department of Building and Safety in
the matter of:

Refund Claim From Risen Phoenix, LLC – Linkage Fees – Refund Claim No. 164636.

and voted (^{3/0}_{2/0}) that your Honorable Body (**approve**/reject) the recommendation of
the Department of Building and Safety.

Other action: _____

Claims Board, City of Los Angeles

By:  _____
Chairperson

cc: City Attorney



CLAIM # 1164636

RECEIVED

2022 DEC -7 PM 2:40

CITY OF LOS ANGELES
FINANCIAL SERVICES
BUILDING & SAFETY

CLAIM FOR REFUND

Received Date Stamp

2022 NOV 29 AM 11:59
CITY CLERK

RECEIVED
CITY OF LOS ANGELES OFFICE

" Risen Phoenix, LLC "

C/O

Print Name of Claimant (Last) (First)	
Braunstein	Phillip
Mailing Address (Street)	(City) (State/Zip)
11755 Wilshire Blvd., Ste. 1600	Los Angeles CA 90025
(Area Code) (Phone Number)	(E-mail Address)
(310) 444-4999	pb@colossal.la

REFUND INFORMATION

JOB LOCATION: 1210 N. Chickory Lane

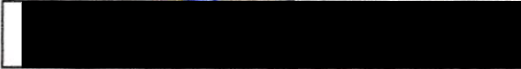
Amount Claimed \$ 118,446.30 Date Fees Paid: 11/08/2022

RECEIPT #/PERMIT #/REFERENCE #: 1457719

STATE REASON FOR REQUESTING A REFUND - (Details):
linkage fee affidavit was not accepted at time of permit issuance, new affidavit processed. attached for reference.

NOTE: A Claimant may be required to submit to examination under oath. (Charter Section 217.)
Presentation of a false claim is a felony. (California Penal Code Section 72.)

I HEREBY CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE.

 <u>Mangler</u>	<u>11-28-2022</u>
SIGNATURE AND TITLE OF CLAIMANT	DATE

FOR DEPARTMENT OF BUILDING & SAFETY USE ONLY

AMOUNT APPROVED FOR REFUND \$ 118,446.30 ~~0.00~~

REMARKS: Ownership information on the permit and covenant do not match. Ownership information is corrected.

Audited by:	<u>ASR</u>	Date:	<u>02/22/23</u>	<u>06/26/23</u>
Approved by:	<u>ck</u>	Date:	<u>2/23/23</u>	<u>04/24/23</u>

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.

LADBS Recommendation Form

CLAIM # 164636
Bureau: Engineering
Division: Green Building

APPROVED

Document Number: 21010-30000-06476
Receipt Number:
Receipt Date:
Fee Period:
Job Address: 1210 N CHICKORY LANE

1. Did LADBS perform any work for which the permit or receipt was issued?
yes

2. Are the reasons given by claimant correct?
yes

3. Did LADBS initiate an action that resulted in an error?
no

4. Is this a duplicated permit or receipt of the same job or item?
no

5. Of the gross amount claimed, is the amount claimed pertaining to the(se) particular item(s) correct?
yes

6. Is a refund recommended?
yes
Per LAMC Sec. 19.18.B.2.f , property will not be sold per recorded covenant # 20221105364, therefore the linkage fee is not applicable and a refund is recommended.

Reviewed By: FELIX FIGUEROA
Reviewed On: 06/21/2023
Approved By: Shahen Akelyan
Approved On: 06/23/2023

Financial Service Div.'s Comments:

reconsideration of the linkage fees only.

Liaison's Comments:

Reviewer's Comments:

Supervisor's Comments:

History

Action	By	On
Review Approved & Returned to FSD	Shahen Akelyan	6/23/2023 8:04:43 AM
Review Completed & Submitted for Supervisor Review (to Shahen Akelyan)	FELIX FIGUEROA	6/21/2023 3:27:01 PM
Assigned (to FELIX FIGUEROA)	MARGARET KUHN	4/26/2023 4:10:06 PM
Created	JESSIKA GARCIA	4/25/2023 1:17:39 PM



Bldg-New GREEN - MANDATORY 1 or 2 Family Dwelling Regular Plan Check Plan Check	City of Los Angeles - Department of Building and Safety APPLICATION FOR BUILDING PERMIT AND CERTIFICATE OF OCCUPANCY	Issued on 11/08/2022 Last Status: Issued Status Date: 11/08/2022
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1. TRACT	BLOCK	LOT(s)	ARB	COUNTY MAP REF #	PARCEL ID # (PIN#)	2. ASSESSOR PARCEL #
TR 16210		10		M B 415-4/6	141B137 112	4493 - 025 - 010

3. PARCEL INFORMATION Baseline Hillside Ordinance - Yes Airport Hazard Area - 980' Height Limit Above Elevation 747 LADBS Branch Office - WLA Council District - 11 Census Tract - 2623.02	District Map - 141B137 Energy Zone - 6 Fire District - VHFHSZ Hillside Grading Area - YES Hillside Ordinance - YES	Thomas Brothers Map Grid - 591-F7 Area Planning Commission - West Los Angeles Earthquake-Induced Landslide Area - Yes Community Plan Area - Brentwood - Pacific Palisades Near Source Zone Distance - 2.1
--	--	---

ZONES(S): RE15-1-H

4. DOCUMENTS	
ZI - ZI-2462 Modifications to SF Zones and S ORD - ORD-128730 ORD - ORD-129279 ORD - ORD-132416	HLSAREA - Yes CPC - CPC-1965-18760 CPC - CPC-2005-8252-CA BHO - Yes

5. CHECKLIST ITEMS		
Special Inspect - Anchor Bolts Special Inspect - Concrete>2.5ksi Special Inspect - Grade Beam/Caisson	Special Inspect - S.M.R. Frame-Steel Special Inspect - Structural Observation Special Inspect - Structural Wood (periodic)	Fabricator Req'd - Glued-Laminated Timber Fabricator Req'd - Shop Welds Fabricator Req'd - Structural Steel

6. PROPERTY OWNER, TENANT, APPLICANT INFORMATION	
Owner(s): SHALES, PATRICIA T TR SHALES FAMILY TI 174 ASHDALE PL	LOS ANGELES CA 90049
Tenant:	
Applicant: (Relationship: Agent for Contractor) JANAYE CALLAGHAN - (805) 367-6914	

7. EXISTING USE	PROPOSED USE	8. DESCRIPTION OF WORK
	(01) Dwelling - Single Family (07) Garage - Private	New 2-story SFD (5,672 sf) w./ 1-level basement (2,905 sf) and basement garage (1,566 sf) and att. deck

9. # Bldgs on Site & Use:	For inspection requests, call toll-free (888) LA4BUILD (524-2845), or request inspections via www.ladbs.org . To speak to a Call Center agent, call 311. Outside LA County, call (213) 473-3231.
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10. APPLICATION PROCESSING INFORMATION

BLDG. PC By: Reza Haghighat	DAS PC By:	
OK for Cashier: Alejandro Salgado	Coord. OK:	
Signature:	Date:	

For Cashier's Use Only W/O #: 11006476

11. PROJECT VALUATION & FEE INFORMATION		Final Fee Period
Permit Valuation	\$900,000	PC Valuation:
FINAL TOTAL Bldg-New	170,648.00	Planning Surcharge Misc Fee
Permit Fee Subtotal Bldg-New	4,134.00	Planning Gen Plan Maint Surcharge
Energy Surcharge		School District Residential Level 1
Electrical	1,074.84	Dwelling Unit Construction Tax
HVAC	537.42	Residential Development Tax
Plumbing	1,074.84	CA Bldg Std Commission Surcharge
Plan Check Subtotal Bldg-New	0.00	Green Building
Off-hour Plan Check	0.00	Permit Issuing Fee
Plan Maintenance	82.68	Linkage Fee
E.Q. Instrumentation	117.00	
D.S.C. Surcharge	210.62	
Sys. Surcharge	421.25	
Planning Surcharge	253.00	
Sewer Cap ID:		Total Bond(s) Due:

Payment Date: 11/08/2022
 Receipt No: 1457719
 Amount: \$170,648.00
 Method: CC
Building Card No.: 2022ON 97096

12. ATTACHMENTS
Plot Plan



13. STRUCTURE INVENTORY

(Note: Numeric measurement data in the format "number / number" implies "change in numeric value / total resulting numeric value")

22010 - 30000 - 06476

(P) Basement (ZC): +1 Levels / 1 Levels
 (P) Floor Area (ZC): +8577 Sqft / 8577 Sqft
 (P) Height (ZC): +30 Feet / 30 Feet
 (P) Landscape Area: +4028 Sqft / 4028 Sqft
 (P) Length: +129 Feet / 129 Feet
 (P) Residential Floor Area: +5672 Sqft / 5672 Sqft
 (P) Stories: +2 Stories / 2 Stories
 (P) Width: +76.67 Feet / 76.67 Feet
 (P) Dwelling Unit: +1 Units / 1 Units
 (P) NFPA-13D Fire Sprinklers Thru-out

(P) Concrete Shearwall
 (P) Wood (Plywood, OSB, etc.) Shearwall
 (P) R3 Occ. Group: +8577 Sqft / 8577 Sqft
 (P) U Occ. Group: +1566 Sqft / 1566 Sqft
 (P) Parking Req'd for Bldg (Auto+Bicycle): +5 Stalls / 5 Sta
 (P) Provided Compact for Bldg: +2 Stalls / 2 Stalls
 (P) Provided Standard for Bldg: +3 Stalls / 3 Stalls
 (P) Type V-B Construction
 (P) Floor Construction - Concrete Slab on Grade
 (P) Foundation - Concrete Grade Beam

(P) Foundation - Concrete Pole
 (P) Foundation - Continuous Footing
 (P) Foundation - Spread (Pad) Footing
 (P) Roof Construction - Concrete Deck
 (P) Roof Construction - Wood Frame/Sheathing
 (P) Wall Construction - Concrete
 (P) Wall Construction - Wood Stud

14. APPLICATION COMMENTS:

** Approved Seismic Gas Shut-Off Valve may be required. ** [1] RFA ANALYSIS: *BASEMENT = 2,905 SF *1ST FLOOR = 3,006 SF *2ND FLOOR = 2,666 SF *BASEMENT GARAGE = 1,566 SF *CREDIT FOR GARAGE = <1,566 SF> *CREDIT FOR BASEMENT = <2,905 SF> *TOTAL = 5,672 SF *BHO MAXIMUM ALLOWABLE RFA PER SLOPE BAND ANALYSIS = 4,735.2 SF *20% BONUS FOR CUMULATIVE SIDE YARD SETBACK = 947 *TOTAL = 5,682.2 SF ***** RFA =< MAX ALLOWABLE

In the event that any box (i.e. 1-16) is filled to capacity, it is possible that additional information has been captured electronically and could not be printed due to space restrictions. Nevertheless the information printed exceeds that required by section 19825 of the Health and Safety Code of the State of California.

15. BUILDING RELOCATED FROM:

16. CONTRACTOR, ARCHITECT & ENGINEER NAME	ADDRESS		CLASS	LICENSE #	PHONE #
(A) ,	16800 DEVONSHIRE ST, SUITE 307	GRANADA HILLS, CA 91344		C35166	
(C) COLOSSAL PROPERTIES INC	11755 WILSHIRE BLVD SUITE 1600,	LOS ANGELES, CA 90025	B	1069991	
(E) LIU,, HAIYAN HARRY	10855 BECKFORD AVE,	NORTHRIDGE, CA 91326		C81463	
(E) MAHLOW,, ELIZABETH JOY JOHNSON	600 WILSHIRE BLVD, SUITE 760	LOS ANGELES, CA 90065		C80463	
(E) TRAN,, QUANG TAI	355 N LANTANA ST 333,	CAMARILLO, CA 93010		C70929	

PERMIT EXPIRATION/REFUNDS: This permit expires two years after the date of the permit issuance. This permit will also expire if no construction work is performed for a continuous period of 180 days (Sec. 98.0602 LAMC). Claims for refund of fees paid must be filed within one year from the date of expiration for permits granted by LADBS (Sec. 22.12 & 22.13 LAMC). The permittee may be entitled to reimbursement of permit fees if the Department fails to conduct an inspection within 60 days of receiving a request for final inspection (HS 17951).

17. LICENSED CONTRACTOR'S DECLARATION

I hereby affirm under penalty of perjury that I am licensed under the provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect. The following applies to B contractors only: I understand the limitations of Section 7057 of the Business and Professional Code related to my ability to take prime contracts or subcontracts involving specialty trades.

License Class: **B** License No.: **1069991** Contractor: **COLOSSAL PROPERTIES INC**

18. WORKERS' COMPENSATION DECLARATION

I hereby affirm, under penalty of perjury, one of the following declarations:

I have and will maintain a certificate of consent to self insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:

Carrier: **ACC. SUR. & CAS. CO. INC.** Policy Number: **IATCA160039891**

I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

19. ASBESTOS REMOVAL DECLARATION / LEAD HAZARD WARNING

I certify that notification of asbestos removal is either not applicable or has been submitted to the AQMD or EPA as per section 19827.5 of the Health and Safety Code. Information is available at (909) 396-2336 and the notification form at www.aqmd.gov. Lead safe construction practices are required when doing repairs that disturb paint in pre-1978 buildings due to the presence of lead per section 6716 and 6717 of the Labor Code. Information is available at Health Services for LA County at (800) 524-5323 or the State of California at (800) 597-5323 or www.dhs.ca.gov/childlead.

20. CONSTRUCTION LENDING AGENCY DECLARATION

I hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Sec. 3097, Civil Code).

Lender's Name (If Any): _____

Lender's Address: _____

21. FINAL DECLARATION

I certify that I have read this application INCLUDING THE ABOVE DECLARATIONS and state that the above information INCLUDING THE ABOVE DECLARATIONS is correct. I agree to comply with all city and county ordinances and state laws relating to building construction, and hereby authorize representatives of this city to enter upon the above-mentioned property for inspection purposes. I realize that this permit is an application for inspection and that it does not approve or authorize the work specified herein, and it does not authorize or permit any violation or failure to comply with any applicable law. Furthermore, neither the City of Los Angeles nor any board, department officer, or employee thereof, make any warranty, nor shall be responsible for the performance or results of any work described herein, nor the condition of the property nor the soil upon which such work is performed. I further affirm under penalty of perjury, that the proposed work will not destroy or unreasonably interfere with any access or utility easement belonging to others and located on my property, but in the event such work does destroy or unreasonably interfere with such easement, a substitute easement(s) satisfactory to the holder(s) of the easement will be provided (Sec. 91.0106.4.3.4 LAMC).

By signing below, I certify that:

- I accept all the declarations above namely the Licensed Contractor's Declaration, Workers' Compensation Declaration, Asbestos Removal Declaration / Lead Hazard Warning, Construction Lending Agency Declaration, and Final Declaration; and
- This permit is being obtained with the consent of the legal owner of the property.

Print Name: _____

Sign: _____

Date: _____

Contractor

Authorized Agent

(Group ID: 1457715) Receipt No: 145771 5 11-08-2022 11:15 AM

Permit No: 22016-20000-33909 Bldg-Alter/Repair

Address: 5718 N WALLIS LANE

D.S.C. Surcharge	7.16
Plan Check Subtotal Bldg-Alter/Repair	238.50
Planning Gen Plan Maint Surcharge	16.70
Planning Surcharge	14.31
Planning Surcharge Misc Fee	10.00
Sys. Surcharge	14.31
Sub Total:	300.98
Grand Total:	300.98

Guy Sarnat

Last four digits of Card Number: 0840

Expiration: 10/2027

Approval No: 06651D

(Group ID: 1457719) Receipt No: 145771 9 11-08-2022 11:17 AM

Permit No: 21010-30000-06476 Bldg-New

Address: 1210 N CHICKORY LANE

CA Bldg Std Commission Surcharge	36.00
D.S.C. Surcharge	210.62
Dwelling Unit Construction Tax	200.00
E.Q. Instrumentation	117.00
Electrical	1,074.84
HVAC	537.42
Linkage Fee	118,446.30
Permit Fee Subtotal Bldg-New	4,134.00
Plan Maintenance	82.68
Planning Gen Plan Maint Surcharge	295.17
Planning Surcharge	253.00
Planning Surcharge Misc Fee	10.00
Plumbing	1,074.84
Residential Development Tax	300.00
School District Residential Level 1	43,454.88
Sys. Surcharge	421.25
Sub Total:	170,648.00
Grand Total:	170,648.00

ASR
00/27/23

Phillip Braunstein

Last four digits of Card Number: 2004

Expiration: 10/2026

Approval No: 200663

1210 N Chickory Lane



Permit #: B23WL01070
Plan Check #: B23WL01070
Event Code:

21010 - 30002 - 06476

Printed: 04/25/23 08:28 AM

#164636

Bldg-Alter/Repair GREEN - NONE 1 or 2 Family Dwelling Plan Check at Counter Plan Check	City of Los Angeles - Department of Building and Safety	Issued on: 04/24/2023 Last Status: Issued Status Date: 04/24/2023
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L TRACT	BLOCK	LOT(s)	ARB	COUNTY MAP REF #	PARCEL ID # (PIN #)	2 ASSESSOR PARCEL #
TR 16210		10		M B 415-4/6	141B137 112	4493 - 025 - 010

3. PARCEL INFORMATION Baseline Hillside Ordinance - Yes Airport Hazard Area - 980' Height Limit Above Elevation 747 LADBS Branch Office - WLA Council District - 11 Census Tract - 2623.02	District Map - 141B137 Energy Zone - 6 Fire District - VHFHSZ Hillside Grading Area - YES Hillside Ordinance - YES	Thomas Brothers Map Grid - 591-F7 Area Planning Commission - West Los Angeles Earthquake-Induced Landslide Area - Yes Community Plan Area - Brentwood - Pacific Palisades Near Source Zone Distance - 2.1
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ZONES(S): RE15-1-H

4. DOCUMENTS ZI - ZI-2462 Modifications to SF Zones and S HLSAREA - Yes ORD - ORD-128730 ORD - ORD-129279 ORD - ORD-132416	CPC - CPC-1965-18760 CPC - CPC-2005-8252-CA BHO - Yes
---	---

5. CHECKLIST ITEMS

6. PROPERTY OWNER, TENANT, APPLICANT INFORMATION Owner(s): RISEN PHOENIX, LLC 1210 CHICKORY LANEL LOS ANGELES CA 90049 Tenant: Applicant: (Relationship: Agent for Contractor) JANAYE CALLAGHAN - (805) 367-6914
--

7. EXISTING USE (01) Dwelling - Single Family (07) Garage - Private	PROPOSED USE
--	---------------------

8. DESCRIPTION OF WORK Supplemental permit to # 21010-30002-06476 to correct the ownership. No fee, dept. error!
--

9. # Bldgs on Site & Use:

For inspection requests, call toll-free (888) LA4BUILD (524-2845), or request inspections via www.ladbs.org. To speak to a Call Center agent, call 311. Outside LA County, call (213) 473-3231.

10. APPLICATION PROCESSING INFORMATION BLDG. PC By: Reza Haghighat OK for Cashier: Reza Haghighat Signature: _____ DAS PC By: _____ Coord. OK: _____ Date: _____

For Cashier's Use Only W/O #: 11006476

11. PROJECT VALUATION & FEE INFORMATION	Final Fee Period
Permit Valuation: \$0	PC Valuation:
FINAL TOTAL Bldg-Alter/Repair	0.00
Permit Fee Subtotal Bldg-Alter/Repair	0.00
Plan Check Subtotal Bldg-Alter/Repair	0.00
E.Q. Instrumentation	0.00
No Fee - Department Error	0.00
D.S.C. Surcharge	0.00
Sys. Surcharge	0.00
Planning Surcharge	0.00
Planning Surcharge Misc Fee	0.00
Planning Gen Plan Maint Surcharge	0.00
CA Bldg Std Commission Surcharge	0.00
Linkage Fee	0.00
Sewer Cap ID:	Total Bond(s) Due:

Payment Date: 04/24/23
Receipt No: 2023114002-30
Amount: \$0.00
Method: Zero Dollar

2023WL01018

12. ATTACHMENTS



* 0 8 0 0 1 2 1 0 1 0 3 0 0 0 2 0 6 4 7 6 F N *

13. STRUCTURE INVENTORY

(Note: Numeric measurement data in the format "number / number" implies "change in numeric value / total resulting numeric value")

21010 - 30002 - 06476

14. APPLICATION COMMENTS:

In the event that any box (i.e. 1-16) is filled to capacity, it is possible that additional information has been captured electronically and could not be printed due to space restrictions. Nevertheless the information printed exceeds that required by section 19825 of the Health and Safety Code of the State of California.

15. BUILDING RELOCATED FROM:**16. CONTRACTOR, ARCHITECT & ENGINEER NAME****ADDRESS****CLASS****LICENSE #****PHONE #**

(A)		16800 DEVONSHIRE ST, SUITE 307	GRANADA HILLS, CA 91344		C35166	
(C)	COLOSSAL PROPERTIES INC	11755 WILSHIRE BLVD SUITE 1600,	LOS ANGELES, CA 90025	B	1069991	
(E)	LIU,, HAIYAN HARRY	10855 BECKFORD AVE,	NORTHRIDGE, CA 91326		C81463	
(E)	MAHLOW,, ELIZABETH JOY JOHNSON	600 WILSHIRE BLVD, SUITE 760	LOS ANGELES, CA 90065		C80463	
(E)	TRAN,, QUANG TAI	355 N LANTANA ST 333,	CAMARILLO, CA 93010		C70929	

PERMIT EXPIRATION/REFUNDS: This permit expires two years after the date of the permit issuance. This permit will also expire if no construction work is performed for a continuous period of 180 days (Sec. 98 0602 LAMC). Claims for refund of fees paid must be filed within one year from the date of expiration for permits granted by LADBS (Sec. 22.12 & 22.13 LAMC). The permittee may be entitled to reimbursement of permit fees if the Department fails to conduct an inspection within 60 days of receiving a request for final inspection (HS 17951).

17. LICENSED CONTRACTOR'S DECLARATION

I hereby affirm under penalty of perjury that I am licensed under the provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect. The following applies to B contractors only: I understand the limitations of Section 7057 of the Business and Professional Code related to my ability to take prime contracts or subcontracts involving specialty trades.

License Class: B License No.: 1069991 Contractor: COLOSSAL PROPERTIES INC

18. WORKERS' COMPENSATION DECLARATION

I hereby affirm, under penalty of perjury, one of the following declarations:

- I have and will maintain a certificate of consent to self insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.
- I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:

Carrier: ACC. SUR. & CAS. CO. INC. Policy Number: IATCA160039891

- I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

19. ASBESTOS REMOVAL DECLARATION / LEAD HAZARD WARNING

I certify that notification of asbestos removal is either not applicable or has been submitted to the AQMD or EPA as per section 19827.5 of the Health and Safety Code. Information is available at (909) 396-2336 and the notification form at www.aqmd.gov. Lead safe construction practices are required when doing repairs that disturb paint in pre-1978 buildings due to the presence of lead per section 6716 and 6717 of the Labor Code. Information is available at Health Services for LA County at (800) 524-5323 or the State of California at (800) 597-5323 or www.dhs.ca.gov/childlead.

20. CONSTRUCTION LENDING AGENCY DECLARATION

I hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Sec. 3097, Civil Code).

Lender's Name (If Any): _____ Lender's Address: _____

21. FINAL DECLARATION

I certify that I have read this application INCLUDING THE ABOVE DECLARATIONS and state that the above information INCLUDING THE ABOVE DECLARATIONS is correct. I agree to comply with all city and county ordinances and state laws relating to building construction, and hereby authorize representatives of this city to enter upon the above-mentioned property for inspection purposes. I realize that this permit is an application for inspection and that it does not approve or authorize the work specified herein, and it does not authorize or permit any violation or failure to comply with any applicable law. Furthermore, neither the City of Los Angeles nor any board, department officer, or employee thereof, make any warranty, nor shall be responsible for the performance or results of any work described herein, nor the condition of the property nor the soil upon which such work is performed. I further affirm under penalty of perjury, that the proposed work will not destroy or unreasonably interfere with any access or utility easement belonging to others and located on my property, but in the event such work does destroy or unreasonably interfere with such easement, a substitute easement(s) satisfactory to the holder(s) of the easement will be provided (Sec. 91.0106.4.3.4 LAMC).

By signing below, I certify that:

- I accept all the declarations above namely the Licensed Contractor's Declaration, Workers' Compensation Declaration, Asbestos Removal Declaration / Lead Hazard Warning, Construction Lending Agency Declaration, and Final Declaration; and
- This permit is being obtained with the consent of the legal owner of the property.

Print Name: _____ Sign: _____ Date: _____ Contractor Authorized Agent

This page is part of your document - DO NOT DISCARD



20221105364



Pages:
0004

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

11/23/22 AT 03:33PM

FEES :	28.00
TAXES :	0.00
OTHER :	0.00
SB2 :	75.00
PAID :	103.00



LEADSHEET



202211230260043

00022972347



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SEQ:
01

SECURE - Daily - Time Sensitive



THIS FORM IS NOT TO BE DUPLICATED

CHICKORY

Recorded at the request of and mail to:

Kimberlina Whettam & Associates
(Name)

241 S. Figueroa St, Suite 250
(Address)

Los Angeles, CA 90012
City, State, & Zip

Date of Recording:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT REGARDING THE PAYMENT OF LINKAGE FEES TO THE CITY OF LOS ANGELES

(Pre-printed text shall not be changed except when done by an authorized Building and Safety employee.)

The undersigned hereby certify that I am/we are the sole fee simple owner(s) of real property located in the City of Los Angeles, State of California that is legally described as follows:

LEGAL DESCRIPTION:

TRACT: TR 16210 Block: None LOT: 10

as recorded in Book 415 Page 4/6 Records of Los Angeles County ("Property").

The Property is located at and is known by the following ADDRESS: 1210 N. Chickory Lane, 90049. In compliance with Section 19.18.B.2(f) of the Los Angeles Municipal Code, I/we hereby agree and covenant with the City of Los Angeles ("City") to pay a Linkage Fee (as defined in LAMC Section 19.18.A), the amount of which shall be determined based on the applicable Linkage Fee schedule in effect at the time of payment if the Property is sold within three (3) years after the date of City's issuance of Building Permit Application No. 21010-30000-06476. If the Property is not sold during the said three-year period, then this covenant shall automatically (without any action by the City) terminate and be of no further force and effect. If the Property is sold (as may be evidenced by a title-vesting document on title) during the said three-year period, then this covenant shall remain in full force and effect until a Notice of Termination is recorded to expressly terminate this covenant. Such Notice of Termination shall be provided by the City once the applicable Linkage Fee has been paid in full to the City. This covenant and payment obligation set forth hereunder, shall run with the land and shall be binding upon myself/ourselves, and future owners, encumbrances, my/our successors, heirs, or assignees, regardless of who obtained said building permit.

CARTOGRAPHER'S
USE ONLY

Owner's Name(s) Risen Phoenix, LLC By: Phillip Braunstein, Manager
(Please type or print) (Please type or print)
Signature of Owner's/Owners' Name(s) [Redacted] (sign)
Two Officers' Signatures Required for Corporations _____ (sign)
Name of Corporation _____
Dated this _____ day of _____ 20 _____

SIGNATURES MUST BE NOTARIZED
(Notary acknowledgement must be attached)

FOR DEPARTMENT USE ONLY

MUST BE APPROVED BY the Dept. of Building and Safety prior to recording

Covenant for City Department _____
To be completed for City owned property only.

APPROVED BY: Reza Haghighat Date: 11/22/22

ACKNOWLEDGMENT

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

State of California
County of Los Angeles

On 11-8-2022 before me, Kamran Behnam, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Kamran Behnam (Seal)



EXHIBIT "A"

LOT 10 OF TRACT 16210, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 415 PAGES 4 TO 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ASSESSOR'S PARCEL NUMBER: 4493-025-010

This page is part of your document - DO NOT DISCARD



20220042546

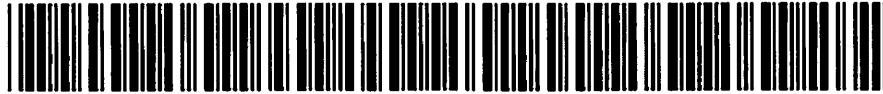


Pages:
0005

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

01/11/22 AT 08:00AM

FEES:	31.00
TAXES:	0.00
OTHER:	0.00
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PAID:	31.00



LEADSHEET



202201110280120

00021804209



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SEQ:
02

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

10520328

E441853

RECORDING REQUESTED BY

Provident Title

AND WHEN RECORDED MAIL DOCUMENT TO:

NAME George G. Braustein, Esq.

STREET ADDRESS 11755 Wilshire Blvd, Suite 1600

CITY, STATE & ZIP CODE Los Angeles, CA 90025

SPACE ABOVE FOR RECORDER'S USE ONLY

Trust Transfer Deed

Title of Document

Pursuant to Senate Bill 2 – Building Homes and Jobs Act (GC Code Section 27388.1), effective January 1, 2018, a fee of seventy-five dollars (\$75.00) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars (\$225.00).

- Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "In connection with" a transfer subject to the imposition of documentary transfer tax (DTT).
- Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer of real property that is a residential dwelling to an owner-occupier.
- Exempt from fee per GC 27388.1 (a) (1); fee cap of \$225.00 reached.
- Exempt from the fee per GC 27388.1 (a) (1); not related to real property.

**THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)**

RECORDING REQUESTED BY:
George G. Braunstein, Esq.
Braunstein & Braunstein, PC
11755 Wilshire Blvd. Suite 1600
Los Angeles, CA 90025

WHEN RECORDED MAIL TO:
George G. Braunstein, Esq.
11755 Wilshire Blvd., Suite 1600
Los Angeles, CA 90025

APN: 4493-025-010
10520328

Space above reserved for Recorder's Use

TRUST TRANSFER DEED

The undersigned Grantor declares under penalty of perjury that the following is true and correct:

THERE IS NO CONSIDERATION FOR THIS TRANSFER.
Documentary Transfer Tax is \$ NONE.

There is no Documentary transfer tax due. "This conveyance transfers an interest into or out of a Living Trust R & T 11930."

City of Los Angeles, and County of Los Angeles

This is a Trust Transfer under §62 of the Revenue and Taxation Code and Grantor has checked the applicable exclusion.

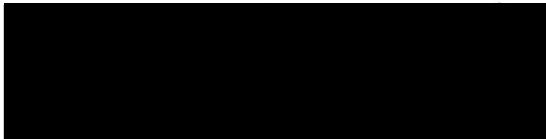
GRANTOR: Patricia T. Shales, Trustee of the Patricia T. Shales Family Trust dated as of December 17, 2019

hereby **GRANTS** to Risen Phoenix, LLC, a California Limited Liability Company 100% interest in the real property commonly described as:

1210 Chickory Lane, Los Angeles, CA, 90049

located in the City of Los Angeles, County of Los Angeles, State of California. **The legal description is attached hereto as Exhibit A.**

Dated: December 21, 2021



Patricia T. Shales, Trustee, OF THE PATRICIA T. SHALES FAMILY TRUST DATED AS OF DECEMBER 17, 2019

APN: 4493-025-010

Mail Tax Statements To: Same As Above

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California
County of Los Angeles }

On December 21, 2021 before me, Dennis Khatchikian, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Patricia T. Shales
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Trust Transfer Deed

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

RISEN PHOENIX, LLC
OPERATING AGREEMENT

RISEN PHOENIX, a California limited liability company

This Operating Agreement is entered into as of July 19, 2021 by Phillip J. Braunstein and Patricia Shales, the Initial Member(s) (referred to individually as a Member or collectively as the “The Members”).

A. The Members have formed a limited liability company under the California Revised Uniform Limited Liability Company Act. The Articles of Organization of the Company filed with the California Secretary of State are hereby adopted and approved by the Members.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

Now, therefore, the Members agree as follows:

ARTICLE I: DEFINITIONS

The following capitalized terms used in this Agreement have the meanings specified in this Article or elsewhere in this Agreement and when not so defined shall have the meanings set forth in Corporations Code §17701.02.

1.1. “Act” means the California Revised Uniform Limited Liability Company Act (Corporations Code §§17701.01–17713.13), including amendments from time to time.

1.2. “Agreement” means this operating agreement, as originally executed and as amended from time to time.

1.3. “Articles of Organization” as applied to this Company shall have the same meaning as set forth in Corporations Code §17701.02(b).

1.4. “Book Adjustments” means, for any item of Company property for a given fiscal year, adjustments with respect to Book Value for depreciation, cost recovery, or other amortization deduction or gain or loss computed in accordance with Treasury Regulation §1.704–1(b)(2)(iv)(g), including Book Depreciation.

1.5. “Book Depreciation” means, for any item of Company property for a given fiscal year, a percentage of depreciation or other cost recovery deduction allowable for federal income tax purposes for that item during that fiscal year equal to the result (expressed as a percentage) obtained by dividing (1) the Gross Asset value of that item at the beginning of the fiscal year (or the acquisition date during the fiscal year) by (2) the federal adjusted tax basis of the item at the beginning of the fiscal year (or the acquisition date during the fiscal year). If the adjusted tax basis of an item is zero, the Company may determine Book Depreciation, provided that it is done in a reasonable and consistent manner.

1.6. “Capital Account” means, for any Member, a separate account maintained and adjusted in accordance with Article III, Section 3.3.

1.7. “Capital Contribution” means, with respect to any Member, the amount of money or services rendered or to be rendered and the fair market value of any property contributed to the Company (net of liabilities secured by the contributed property that the Company is considered to assume or take “subject to” under Internal Revenue Code §752) in consideration of a Percentage Interest held by that Member. A Capital Contribution shall not be deemed a loan.

1.8. “Capital Event” means a sale or disposition of any of the Company’s capital assets, the receipt of insurance and other proceeds on account of an involuntary conversion of Company property, the receipt of proceeds from a refinancing of Company property, or a similar event with respect to Company property or assets.

1.9. “Company” means the company named in Article II, Section 2.2.

1.10. “Corporations Code” (“Corp C”) means the California Corporations Code.

1.11. “Electronic transmission by the Company” and “electronic transmission to the Company” have the meanings set out in Corporations Code §17701.02(i).

1.12. “Encumber” means the act of creating or purporting to create an Encumbrance, whether or not perfected under applicable law.

1.13. “Encumbrance” means, with respect to any Membership Interest, or any part of it, a mortgage, pledge, security interest, lien, proxy coupled with an interest (other than as contemplated in this Agreement), option, or preferential right to purchase.

1.14. “Fair Market Value” means the cash price that a willing buyer would pay a willing seller when neither is acting under compulsion and when both have reasonable knowledge of the relevant facts on the purchase date. See Section 8.7 for the method of determining Fair Market Value for purposes of determining an option purchase price when the selling and purchasing parties do not agree on a price.

1.15. “Gross Asset Value” means, with respect to any item of property of the Company, the item’s adjusted basis for federal income tax purposes, except as follows:

(a) The Gross Asset Value of any item of property contributed by a Member to the Company shall be the fair market value of that property, as mutually agreed by the contributing Member and the Company;

(b) The initial Gross Asset Value of any item of Company property shall be adjusted as of the following times: (1) the acquisition of an interest or additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (2) the distribution of money or other property (other than a de minimis amount) by the Company to a Member as consideration for a Transferable Interest in the Company; and (3) the liquidation of the Company within the meaning of Treasury Regulation §1.704–1(b)(2)(ii)(g), provided, however, that adjustments under clauses (1) and (2) above shall be made only if the Members

have determined that the Company must revalue its assets in accordance with Treasury Regulation §1.704-1(b)(2)(iv)(f);

(c) The Gross Asset Value of any Company asset distributed to any Member shall be the fair market value of the asset on the date of distribution;

(d) The Gross Asset Value of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted tax basis of the assets under Internal Revenue Code §734(b) or §743(b), subject to the limitations imposed by Internal Revenue Code §755 and only to the extent that the adjustments are taken into account in determining Capital Accounts under Treasury Regulation §1.704-1(b)(2)(iv)(m), and if the Gross Asset Value of an asset has been determined or adjusted under paragraph (a), (b), or (d) of this Section 1.15, the Gross Asset Value shall thereafter be adjusted by the Book Adjustments, if any, taken into account with respect to the asset for purposes of computing Profits and Losses.

1.16. "Initial Member" or "Initial Members" means those Persons whose names are set forth in Exhibit A to this Agreement.

1.17. "Involuntary Transfer" means, with respect to any Membership Interest, or any part of it, any Transfer or Encumbrance, by operation of law, under court order, foreclosure of a security interest, execution of a judgment or other legal process, or otherwise, including a purported transfer to or from a trustee in bankruptcy, receiver, or assignee for the benefit of creditors.

1.18. "IRC" means the Internal Revenue Code of 1986, as amended, and any successor provision.

1.19. "Majority of Members" means a Member or Members whose Percentage Interests represent more than 50 percent of the Percentage Interests of all Members.

1.20. "Member" means an Initial Member or a Person who otherwise acquires a Membership Interest, as permitted under this Agreement, and who remains a Member.

1.21. "Membership Interest" means, collectively, a Member's entire interest and rights in the Company, including the Member's Transferable Interest, right to Vote or participate in management, and any right to information concerning the business and affairs of the Company.

1.22. "Notice" means a written notice required or permitted under this Agreement. A notice shall be deemed given or sent when deposited, as certified mail or for overnight delivery, postage and fees prepaid, in the United States mails; when delivered to Federal Express, United Parcel Service, DHL WorldWide Express, or Airborne Express, for overnight delivery, charges prepaid or charged to the sender's account; when personally delivered to the recipient; or when transmitted by electronic transmission by or to the Company.

1.23. "Percentage Interest" means a fraction, expressed as a percentage, the numerator of which is the total of a Member's Capital Account and the denominator of which is the total of all Capital Accounts of all Members.

1.24. "Person" means an individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

1.25. "Profits and Losses" means, for each fiscal year or other period as specified in this Agreement, an amount equal to the Company's taxable income or loss for the year or period, determined in accordance with Internal Revenue Code §703(a).

1.26. "Proxy" means a written authorization signed or an electronic transmission authorized by a Member or the Member's attorney-in-fact giving another Person the power to exercise the voting rights of that Member. A Proxy may not be transmitted orally.

1.27. "Regulations" ("Reg") means the income tax regulations promulgated by the United States Department of the Treasury and published in the Federal Register for the purpose of interpreting and applying the provisions of the Internal Revenue Code, as those Regulations may be amended from time to time, including corresponding provisions of applicable successor regulations.

1.28. "Substituted Member" is defined in Article VIII, Section 8.8.

1.29. "Successor in Interest" means a Transferee, a successor of a Person by merger or otherwise by operation of law, or a transferee of all or substantially all of the business or assets of a Person.

1.30. "Transfer" means any assignment, conveyance, lease, sale, gift, Involuntary Transfer, Encumbrance, or other disposition of a Membership Interest or any part of a Membership Interest, directly or indirectly, other than an Encumbrance that is expressly permitted under this Agreement.

1.31. "Transferable Interest" means the right, as originally associated with a Person's capacity as a Member, to receive distributions from the Company in accordance with the terms of this Agreement, whether or not the Person remains a Member or continues to own any part of that right. However, in no event is the right to vote a Transferable Interest.

1.32. "Transferee" means a Person who has acquired all or part of a Transferable Interest in the Company, by way of a Transfer in accordance with the terms of this Agreement, but who has not become a Member.

1.33. "Transferring Member" means a Member who by means of a Transfer has transferred a Transferable Interest in the Company to a Transferee.

1.34. "Triggering Event" is defined in Article VIII, Section 8.3.

1.35. "Vote" means a written consent or approval, a ballot cast at a Meeting, or a voice vote.

1.36. "Voting Interest" means, with respect to a Member, the right to Vote or participate in management and any right to information concerning the business and affairs of the Company provided under the Act, except as limited by the provisions of this Agreement. A Member's Voting Interest shall be directly proportional to that Member's Percentage Interest.

1.37. "Writing" means any manner of recording on any tangible thing; any form of communication or representation, including letters, words, pictures, or symbols, or combinations thereof; any record thereby created, regardless of the manner in which the record has been stored; handwriting; typewriting; printing; photostating; photographing; photocopying; facsimile transmission; and electronic communications as described in California Corporations Code §17701.02(i) capable of comprehension by ordinary visual means.

1.38. "Written" or "in writing" means by a Writing as defined in Section 1.38.

ARTICLE II: ARTICLES OF ORGANIZATION

2.1. The Articles of Organization have been filed with the California Secretary of State. A copy of the Articles of Organization as filed is attached to this Agreement as Exhibit B.

2.2. The name of the Company shall be Risen Phoenix, LLC.

2.3. The principal executive office of the Company shall be located at 11755 Wilshire Boulevard, Suite 1600, Los Angeles, CA 90025 or any other place or places determined by the Members from time to time.

2.4. The initial agent for service of process on the Company shall be Laura Braunstein, whose address is 11755 Wilshire Boulevard, Suite 1600, Los Angeles, California 90025.

2.5. The Company shall be formed for the purposes of engaging in the business of real estate development or any business, including the entitlement and development the property located at the address, 1210 Chickory Lane

2.6. The term of existence of the Company shall commence on the effective date of filing of Articles of Organization with the California Secretary of State, and shall continue until terminated by the provisions of this Agreement or as provided by law.

2.7. The Phillip Braunstein & Patricia Shales shall be the co-managers of the Company and shall have the authority to execute any and all documents necessary for furtherance of the Company business, including any loan documents or other documents which incur debt or otherwise bind the Company.

ARTICLE III: CAPITALIZATION

3.1. Each Member shall contribute to the capital of the Company as the Member's Capital Contribution the money or property, or services specified in Exhibit A to this Agreement. The Fair Market Value of each item of contributed property as agreed between the Company and the Member contributing the property is set forth in Exhibit A. Unless otherwise agreed to in writing by all Members, no Member shall be required to make additional Capital Contributions.

3.2. If a Member fails to make a required Capital Contribution within 30 days after the effective date of this Agreement, that Member's entire Membership Interest shall terminate and that Member shall indemnify and hold the Company and the other Members harmless from any

loss, cost, or expense, including reasonable attorney fees, caused by the failure to make that Capital Contribution.

3.3. The Manager may determine from time to time that further Capital Contributions in addition to the Members' initial Capital Contributions are needed to enable the Company to conduct its business. On making such a determination, the Manager shall give notice to all Members in writing at least 90 days before the date on which the additional Capital Contribution is due. The Notice shall set forth the amount of additional Capital Contribution needed, the purpose for which it is needed, and the date by which the Members shall contribute. Each Member shall be required to make an additional Capital Contribution in an amount that bears the same proportion to the total additional Capital Contribution that the Member's Capital Account balance bears to the total Capital Account balances of all Members. No Member may voluntarily make any additional Capital Contribution.

3.4. If a Member fails to make an additional Capital Contribution required under Section 3.2 of this Agreement within 30 days after it is required to be made (a "Defaulting Member"), the Manager shall within 5 days after that failure notify each other Member (a "Nondefaulting Member") in writing of the total amount of Defaulting Member Capital Contributions not made (the Additional Capital Shortfall), and shall specify a number of days within which each Nondefaulting Member may make an additional Capital Contribution, which shall not be less than an amount bearing the same ratio to the amount of Additional Capital Shortfall as the Nondefaulting Member's Capital Account balance bears to the total Capital Accounts of all Nondefaulting Members. If the total amount of Additional Capital Shortfall is not so contributed, the Manager may use any reasonable method to provide Members the opportunity to make additional Capital Contributions, until the Additional Capital Shortfall is as fully contributed as possible. Following the Nondefaulting Members' making of those additional Capital Contributions, each Member's Percentage Interest shall be adjusted to reflect the ratio that the Member's Capital Account bears to the total Capital Accounts of all Members.

3.5. An individual Capital Account shall be maintained for each Member consisting of that Member's Capital Contribution, (1) increased by that Member's share of Profits, (2) decreased by that Member's share of Losses, and (3) adjusted as required in accordance with applicable provisions of the Internal Revenue Code and Treasury Regulations.

3.6. A Member shall not be entitled to withdraw any part of the Member's Capital Contribution or to receive any distributions, whether of money or property, from the Company except as provided in this Agreement.

3.7. No interest shall be paid on funds or property contributed to the capital of the Company or on the balance of a Member's Capital Account.

3.8. A Member shall not be bound by, or be personally liable for, the expenses, liabilities, or obligations of the Company except as otherwise provided in the Act or in this Agreement.

3.9. Except as otherwise expressly provided for in this Agreement, no Member shall have priority over any other Member with respect to the return of a Capital Contribution or distributions or allocations of income, gain, losses, deductions, credits, or items thereof.

ARTICLE IV: ALLOCATIONS AND DISTRIBUTIONS

4.1. The Profits and Losses of the Company and all items of Company income, gain, loss, deduction, or credit shall be allocated, for Company book purposes and for tax purposes, to each Member in accordance with that Member's Membership Interest, as specified in Exhibit A.

4.2. If any Member unexpectedly receives any adjustment, allocation, or distribution as described in Treasury Regulation §1.704-1(b)(2)(ii)(d)(4)-(6), items of Company gross income and gain shall be specially allocated to that Member as quickly as possible in an amount and manner sufficient to eliminate any deficit balance in the Member's Capital Account created by the adjustment, allocation, or distribution. Any special allocation under this Section 4.2 shall be taken into account in computing subsequent allocations of Profits and Losses, so that the net amount of allocations of income and loss and all other items shall, to the extent possible, be equal to the net amount that would have been allocated if the unexpected adjustment, allocation, or distribution had not occurred. The provisions of this Section 4.2 and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations §§1.704-1(b) and 1.704-2 and shall be interpreted and applied in a manner consistent with those Regulations.

4.3. Any unrealized appreciation or unrealized depreciation in the values of Company property distributed in kind to all the Members shall be treated in accordance with applicable law.

4.4. In the case of a Transfer of a Transferable Interest during any fiscal year, the Transferring Member and Transferee shall each be allocated the Economic Interest's share of Profits or Losses based on the number of days each held the Transferable Interest during that fiscal year.

4.5. All cash resulting from the normal business operations of the Company and all cash resulting from a Capital Event shall be distributed to the Members as follows:

a. All Members shall be repaid their respective Capital Contributions as set forth in Exhibit A.

b. After repayment of the Capital Contributions, the remaining the cash shall be distributed among the Members, on a pro rata basis, in proportion to their Member Interests as set forth in Exhibit A.

4.6. If the proceeds from a sale or other disposition of a Company asset consist of property other than cash, the value of the property shall be as determined by the Manager. Noncash proceeds shall then be allocated among all the Members in proportion to their Member Interests. If noncash proceeds are subsequently reduced to cash, the cash shall be distributed to each Member in accordance with Section 4.5.

4.7. Notwithstanding any other provisions of this Agreement to the contrary, when there is a distribution in liquidation of the Company, or when any Member's Interest is liquidated, all items of income and loss first shall be allocated to the Members' Capital Accounts under this Article IV, and other credits and deductions to the Members' Capital Accounts shall be made before the final distribution is made. The final distribution to the Members shall be made to the Members to the extent of and in proportion to their positive Capital Account balances.

ARTICLE V: MANAGEMENT

5.1. The business of the Company shall be managed by Phillip Braunstein. Except as otherwise set forth in this Agreement, all decisions and authority concerning the management of the Company's business shall be made by the Manager, including but not limited to the authority to execute any and all documents necessary for furtherance of the Company business.

5.2. The Manager shall serve until the Manager's resignation, retirement, death, or disability. A new Manager shall only be appointed by a Majority of Members on the occurrence of any of the foregoing events.

5.3. A Manager who is not also a Member may only be removed with cause by unanimous Vote of all Members. A Manager who is a Member may be removed only for cause on the unanimous Vote of all Members. Any removal of a Manager shall be without prejudice to the rights of the Manager, if any, under an employment contract.

5.4. The Managers shall have the powers and duties described in Section 5.8 of this Agreement and any other powers and duties that may be prescribed in this Agreement or by the Members.

5.5. It is acknowledged that the Managers has other business interests to which the Manager devotes part of the Manager's time. The Managers shall devote as much time to the conduct of the business of the Company as the Manager, in the Manager's own good faith and discretion, deems necessary.

5.6. The Managers may receive compensation for the Manager's services. The Company shall reimburse the Managers for all expenses reasonably incurred by the Manager in the performance of the Manager's duties.

5.8. Managers shall have full authority to execute any and all documents necessary for furtherance of the Company business, including any loan documents or other documents which incur debt or otherwise bind the Company. Manager shall have full authority to manage and operate the Company, including but not limited to selling Company assets.

5.9. The Managers shall cause all assets of the Company, whether real or personal, to be held in the name of the Company.

5.10. All funds of the Company shall be deposited in one or more accounts with one or more recognized financial institutions in the name of the Company, at locations determined by the Manager. Withdrawal from those accounts shall require only the signature of the Manager or any other person or persons as the Manager may designate.

5.11 In the event of a Loan Default, Managers shall be able to list, sell, transfer the Property to cure the Default without consent of the Members.

ARTICLE VI: ACCOUNTS AND RECORDS

6.1. Complete books of account of the Company's business, in which each Company transaction shall be fully and accurately entered, shall be kept at the Company's principal executive office and shall be open to inspection and copying by each Member or the Member's authorized representatives on reasonable Notice during normal business hours. The costs of inspection and copying shall be borne by the Member requesting.

6.2. Financial books and records of the Company shall be kept on the cash method of accounting, which shall be the method of accounting followed by the Company for federal income tax purposes. A balance sheet and income statement of the Company shall be prepared promptly following the close of each fiscal year in a manner appropriate to and adequate for the Company's business and for carrying out the provisions of this Agreement. The fiscal year of the Company shall be January 1 through December 31.

6.3. At all times during the term of existence of the Company, and beyond that term if the Manager deems it necessary, the Manager shall keep or cause to be kept the books of account referred to in Section 6.2, and the following:

(a) A current list of the full name and last known business or residence address of each Member and of each holder of a Transferable Interest in the Company, set forth in alphabetical order, together with the Capital Contribution and the share in Profits and Losses of each Member and holder of a Transferable Interest;

(b) A copy of the Articles of Organization and all amendments thereto;

(c) Copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the six most recent taxable years;

(d) Executed counterparts of this Agreement and all amendments thereto;

(e) Any powers of attorney under which the Articles of Organization, this agreement, or any amendments were executed;

(f) Financial statements of the Company, if any, for the six most recent fiscal years; and

(g) The books and records of the Company as they relate to the Company's internal affairs for at least the current and past four fiscal years.

If a Majority of Members deem that any of the foregoing items shall be kept beyond the term of existence of the Company, the repository of those items shall be as designated by a Majority of Members.

6.4. Within 90 days after the end of each taxable year of the Company, the Company shall send to each of the Members all information necessary for the Members to complete their federal and state income tax or information returns, and a copy of the Company's federal, state, and local income tax or information returns for that year.

6.5. The Managers shall act as Tax Matters Partner of the Company under Internal Revenue Code §6231(a)(7).

6.6. The Tax Matters Partner is authorized to do the following:

(a) Keep the Members informed of administrative and judicial proceedings for the adjustment of Company items (as defined in Internal Revenue Code §6231(a)(3)) at the Company level, as required under Internal Revenue Code §6223(g) and the implementing Regulations;

(b) Enter into settlement agreements under Internal Revenue Code §6224(c)(3) and applicable Regulations with the Internal Revenue Service or the Secretary of the Treasury (the Secretary) with respect to any tax audit or judicial review, in which agreement the Tax Matters Partner may expressly state that the agreement shall bind the other Members, except that the settlement agreement shall not bind any Member who (within the time prescribed under the Code and Regulations) files a statement with the Secretary providing that the Tax Matters Partner shall not have the authority to enter into a settlement agreement on behalf of that Member;

(c) On receipt of a notice of a final Company administrative adjustment, to file a petition for readjustment of the Company items with the Tax Court, the District Court of the United States for the district in which the Company's principal place of business is located, or the United States Court of Federal Claims, all as contemplated under Internal Revenue Code §6226(a) and applicable Regulations;

(d) File requests for administrative adjustment of Company items on Company tax returns under Internal Revenue Code §6227(b) and applicable Regulations; and, to the extent those requests are not allowed in full, file a petition for adjustment with the Tax Court, the District Court of the United States for the district in which the Company's principal place of business is located, or the United States Court of Federal Claims, all as contemplated under Internal Revenue Code §6228(a); and

(e) Take any other action on behalf of the Members or the Company in connection with any administrative or judicial tax proceeding to the extent permitted by law or regulations, including retaining tax advisers (at the expense of the Company) to whom the Tax Matters Partner may delegate such rights and duties as deemed necessary and appropriate.

ARTICLE VII: MEMBERS AND VOTING

7.1. There shall be only one class of membership and no Member shall have any rights or preferences in addition to or different from those possessed by any other Member. Each Member shall Vote in proportion to the Member's Percentage Interest as of the governing record date, determined in accordance with Section 7.2. Any action that may or that must be taken by the Members shall be by a Majority of Members, except that the following actions shall all require the *unanimous* Vote of the Members:

(a) The transfer of a Membership Interest and the admission of the Transferee as a Member of the Company;

(b) Any amendment of the Articles of organization or this Agreement;

- (c) Compromise of the obligation of a Member to make a Capital Contribution;
- (d) Any act outside the ordinary course of the activities of the Company; or
- (e) Removal of the Manager for cause.

7.2. The record date for determining the Members entitled to Notice of any Meeting to Vote, to receive any distribution, or to exercise any right in respect of any other lawful action, shall be the date set by a Majority of Members, provided that the record date may not be more than 60, nor less than 10 days prior to the date of the Meeting, nor more than 60 days before any other action. In the absence of any action setting a record date, the record date shall be determined in accordance with Corporations Code §17704.07(p)(1)–(4).

7.3 Membership Interests will not be evidenced by certificates, but shall be maintained and recorded in a permanent ledger as part of the books and records of the Company by the Manager.

7.4. At all Meetings of Members, a Member may Vote in person or by Proxy. The Proxy shall be filed with any Member before or at the time of the Meeting, and may be filed by facsimile transmission or other electronic transmission as described in California Corporations Code §17701.02(i) to the Company or a Member at the principal executive office of the Company or any other address given by a Majority of Members to the Members for that purpose. The use of proxies shall be governed in the same manner as in the case of corporations formed under the General Corporation Law, Division 1 of Title 1 (California Corporations Code §§100–2319).

ARTICLE VIII: DISSOCIATION OF MEMBERS, TRANSFERS OF MEMBERSHIP INTERESTS

8.1. A Member may dissociate from the Company at any time by giving Notice of Dissociation to all other Members at least 180 calendar days before the effective date of dissociation. Dissociation shall not release a Member from any obligations and liabilities under this Agreement accrued or incurred before the effective date of dissociation. A dissociating Member shall divest the Member's entire Membership Interest before the effective date of dissociation in accordance with the transfer restrictions and option rights set forth below.

8.2. Except as expressly provided in this Agreement, a Member shall not Transfer any part of the Member's Membership Interest in the Company, whether now owned or later acquired, unless (1) the other Members unanimously approve the transferee's admission to the Company as a Member and (2) the Membership Interest to be Transferred, when added to the total of all other Membership Interests Transferred in the preceding 12 months, shall not cause the termination of the Company under Internal Revenue Code §708(b)(1)(B). No Member may Encumber or permit or suffer any Encumbrance of all or any part of the Member's Membership Interest in the Company unless the Encumbrance has been approved in writing by all the other Members. Any Transfer or Encumbrance of a Membership Interest without that approval shall be void. Notwithstanding any other provision of this Agreement to the contrary, a Member who is a natural person may transfer all or any portion of his or her Membership Interest to any revocable

trust created for the benefit of the Member, or any combination between or among the Member, the Member's spouse or domestic partner, and the Member's issue if the Member retains a beneficial interest in the trust and all of the Voting Interest included in the Membership Interest. A transfer of a Member's entire beneficial interest in the trust or failure to retain a Voting Interest shall be deemed a Transfer of a Membership Interest.

8.3. On the happening of any of the following events ("Triggering Events") with respect to a Member, the Company and the other Members shall have the option to purchase all or any portion of the Membership Interest in the Company of the Member ("Selling Member") at the price and on the terms provided in Section 8.7 of this Agreement:

(a) The death or incapacity of a Member;

(b) The bankruptcy of a Member;

(c) The winding up and dissolution of a corporate Member, or the merger or other corporate reorganization of a corporate Member as a result of which the corporate Member does not survive as an entity;

(d) The dissociation of a Member; or

(e) Except for the events stated in Section 8.4, the occurrence of any other event that is, or that would cause, a Transfer in contravention of this Agreement.

Each Member agrees to promptly give Notice of a Triggering Event to all other Members.

8.4. Notwithstanding any other provisions of this Agreement:

(a) If, in connection with the divorce or dissolution of the marriage of a Member, any court issues a decree or order that transfers, confirms, or awards a Membership Interest, or any portion of it, to that Member's spouse (an Award), then, notwithstanding that Award, that Member shall have the right to purchase from his or her former spouse the Membership Interest, or portion of it, that was the subject of the Award, and the former spouse shall sell the Membership Interest or portion of it to that Member at the price set forth in Section 8.7 of this Agreement. If the Member has failed to consummate the purchase within 180 days after the Award (the Expiration Date), the Company and the other Members shall have the option to purchase from the former spouse the Membership Interest or portion of it under Section 8.5 of this Agreement, provided that the option period shall commence on the later of (1) the day following the Expiration Date, or (2) the date of actual notice of the Award.

(b) If, by reason of the death of a spouse of a Member, any portion of a Membership Interest is Transferred to a Transferee other than (1) that Member or (2) a trust created for the benefit of that Member (or for the benefit of that Member and any combination between or among the Member and the Member's issue) in which the Member is the sole Trustee and the Member, as Trustee or individually, possesses all of the Voting Interest included in that Membership Interest, then the Member shall have the right to purchase the Membership Interest or portion of it from the estate or other successor of his or her deceased spouse or Transferee of his or her deceased spouse, and the estate, successor, or Transferee must sell the Membership Interest or portion of it

at the price set forth in Section 8.7 of this Agreement. If the Member has failed to consummate the purchase within 180 days after the date of death (the Expiration Date), the Company and the other Members shall have the option to purchase from the estate or other successor or Transferee of the deceased spouse the Membership Interest or portion of it under Section 8.5 of this Agreement; provided that the option period shall commence on the later of (1) the day following the Expiration Date, or (2) the date of actual notice of the death.

8.5. On the receipt of Notice of any Triggering Event (the date of receipt being referred to in this Agreement as the Option Date), the Company shall have the option, for a period ending 30 calendar days following the determination of the purchase price as provided in Section 8.7, to purchase the Membership Interest in the Company to which the option relates, at the price and on the terms provided in Section 8.7, and the other Members, pro rata, in accordance with their prior Membership Interests in the Company, shall then have the option, for a period of 30 days thereafter, to purchase the Membership Interest in the Company not purchased by the Company, on the same terms and conditions as apply to the Company. If all other Members do not elect to purchase the entire remaining Membership Interest in the Company, then the Members electing to purchase shall have the right, pro rata, in accordance with their prior Membership Interests in the Company, to purchase the additional Membership Interest in the Company available for purchase. The Transferee of the Membership Interest in the Company that is not purchased shall hold the Membership Interest in the Company subject to all of the provisions of this Agreement.

8.6. No Member shall participate in any Vote or decision in any matter pertaining to the disposition of that Member's Membership Interest in the Company under this Agreement.

8.7. The purchase price of a Membership Interest that is the subject of an option under this Agreement shall be the Fair Market Value of the Membership Interest as determined under this Section 8.7. Each of the selling and purchasing parties shall use his, her, or its best efforts to mutually agree on the Fair Market Value. If the parties are unable to so agree within 30 days of the date on which the option is first exercisable (the Option Date; see Section 8.5), the selling party shall appoint, within 40 days of the Option Date, one appraiser, and the purchasing party shall appoint within 40 days of the Option Date, one appraiser. The two appraisers shall within a period of five additional days, agree on and appoint an additional appraiser. The three appraisers shall, within 60 days after the appointment of the third appraiser, determine the Fair Market Value of the Membership Interest in writing and submit their report to all the parties. The Fair Market Value shall be determined by disregarding the appraiser's valuation that diverges the most from each of the other two appraisers' valuations, and the arithmetic mean of the remaining two appraisers' valuations shall be the Fair Market Value as determined under this Section 8.7. Each party shall pay for the services of the appraiser selected by it, plus one-half of the fee charged by the third appraiser. The option purchase price as so determined shall be payable in cash.

8.8. Except as expressly permitted under Section 8.2, a prospective Transferee (other than an existing Member) of a Membership Interest may be admitted as a Member with respect to the Membership Interest (Substituted Member) only (1) on the unanimous Vote of the other Members in favor of the prospective Transferee's admission as a Member, and (2) on the prospective Transferee's executing a counterpart of this Agreement as a party to it. Any prospective Transferee of a Membership Interest shall be deemed a Transferee, and, therefore,

the owner of only a Transferable Interest until the prospective Transferee has been admitted as a Substituted Member.

8.9. Any person admitted to the Company as a Substituted Member shall be subject to all provisions of this Agreement.

8.10. The initial sale of Membership Interests in the Company to the initial Members has not been qualified or registered under the securities laws of any state, or registered under the Securities Act of 1933, as amended, in reliance on exemptions from the registration provisions of those laws. No attempt has been made to qualify the offering and sale of Membership Interests to Members under the California Corporate Securities Law of 1968, as amended, also in reliance on an exemption from the requirement that a permit for issuance of securities be procured. Notwithstanding any other provision of this Agreement, Membership Interests may not be Transferred or Encumbered unless registered or qualified under applicable state and federal securities laws or unless, in the opinion of legal counsel satisfactory to the Company, qualification or registration is not required. A Member who desires to transfer a Membership Interest shall be responsible for all legal fees incurred in connection with that opinion.

ARTICLE IX: DISSOLUTION AND WINDING UP

9.1. The Company shall be dissolved on the first to occur of the following events:

(a) By the Vote of a Majority of Members to dissolve the Company.

(b) The sale or other disposition of substantially all of the Company assets.

(c) The passage of 90 consecutive days during which the Company has no Members, except on the death of a natural person who is the sole Member of the Company, the status of the Member, including a Membership Interest, may pass to the heirs, successors, and assigns of the Member by will or applicable law. The heir, successor, or assign of the Member's interest becomes a substituted Member pursuant to California Corporations Code §17704.01(d), subject to administration as provided by applicable law, without the permission or consent of the heirs, successors, or assigns or, those administering the estate of the deceased Member.

(d) Entry of a decree of judicial dissolution under California Corporations Code §17707.03.

9.2. On the dissolution of the Company, it shall engage in no further business other than that necessary to wind up its business and affairs. The Members winding up the Company's affairs shall give written Notice of the commencement of winding up by mail to all known creditors and claimants against the Company whose addresses appear in the Company's records. After paying or adequately providing for the payment of all known debts of the Company (except debts owing to Members), the remaining assets of the Company shall be distributed or applied in the following order of priority:

(a) To pay the expenses of liquidation.

(b) To the establishment of reasonable reserves for contingent liabilities or obligations of the Company. On the determination that reserves are no longer necessary, they shall be distributed as provided in this Section 9.2.

(c) To repay outstanding loans to Members. If there are insufficient funds to pay those loans in full, each Member shall be repaid in the ratio that the Member's respective loan, together with accrued and unpaid interest, bears to the total of all those loans from Members, including all interest accrued and unpaid on those loans. Repayment shall first be credited to unpaid principal and the remainder shall be credited to accrued and unpaid interest.

(d) Among the Members in accordance with the provisions of Article IV, Section 4.7.

9.3. Each Member shall look solely to the assets of the Company for the return of the Member's investment, and if the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the investment of any Member, the Member shall have no recourse against any other Members for indemnification, contribution, or reimbursement except as specifically provided in this Agreement.

ARTICLE X: INDEMNIFICATION AND ARBITRATION

11.1. The Company shall have the power to indemnify any Person who was or is a party, or who is threatened to be made a party, to any Proceeding by reason of the fact that the Person was or is a Member, Manager, officer, employee, or other agent of the Company, or was or is serving at the request of the Company as a director, officer, employee, or other Agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by that Person in connection with the proceeding, if that Person acted in good faith and in a manner that the Person reasonably believed to be in the best interests of the Company, and, in the case of a criminal proceeding, the Person had no reasonable cause to believe that the Person's conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Person did not act in good faith and in a manner that the Person reasonably believed to be in the best interests of the Company, or that the Person had reasonable cause to believe that the Person's conduct was unlawful.

To the extent that an agent of the Company has been successful on the merits in defense of any Proceeding, or in defense of any claim, issue, or matter in any Proceeding, the agent shall be indemnified against expenses actually and reasonably incurred in connection with the Proceeding. In all other cases, indemnification shall be provided by the Company only if authorized in the specific case by a Majority of Members.

"Agent," as used in this Section 11.1, shall include a trustee or other fiduciary of a plan, trust, or other entity or arrangement described in Corporations Code §207(f).

"Proceeding," as used in this Section 11.1, means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative.

Expenses of each Person indemnified under this Agreement actually and reasonably incurred in connection with the defense or settlement of a proceeding may be paid by the Company in advance of the final disposition of the proceeding, as authorized by the Managers who are not seeking indemnification or, if there are none, by a Majority of the Members, on receipt of an undertaking by that Person to repay that amount unless it shall ultimately be determined that the Person is entitled to be indemnified by the Company. "Expenses," as used in this Section 11.1, includes, without limitation, attorney fees and expenses of establishing a right to indemnification, if any, under this Section 11.1.

11.2. Any action to enforce or interpret this Agreement, or to resolve disputes over this Agreement between the Company and a Member, or between or among the Members, shall be settled by arbitration in accordance with the rules of ADR Services, Inc. Arbitration shall be the exclusive dispute resolution process. Any party may commence arbitration by sending a written demand for arbitration to the other parties. The demand shall set forth the nature of the matter to be resolved by arbitration. The Manager shall select the place of arbitration. The substantive law of the state of California shall be applied by the arbitrator to the resolution of the dispute. The parties shall share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of attorney fees, costs, and expenses incurred in connection with the arbitration. All decisions of the arbitrator shall be final, binding, and conclusive on all parties. Judgment may be entered on any such decision in accordance with applicable law in any court having jurisdiction of it. The arbitrator (if permitted under applicable law) or the court may issue a writ of execution to enforce the arbitrator's decision. The parties agree that the Venue for any arbitration, litigation, or other action instated related to this Agreement shall be in the county of Los Angeles, California.

ARTICLE XI: GENERAL PROVISIONS

11.1. This Agreement constitutes the whole and entire agreement of the parties with respect to the subject matter of this Agreement, and it shall not be modified or amended in any respect except by a written instrument executed by all the parties. This Agreement replaces and supersedes all prior written and oral agreements by and among the Members or any of them with respect to the subject matter of this Agreement.

11.2. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed counterparts of this agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person.

11.3. This Agreement shall be construed and enforced in accordance with the laws of the state of California. If any provision of this Agreement is determined by any court of competent jurisdiction or duly authorized arbitrator(s) to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid that invalidity, illegality, or unenforceability or, if that is not possible,

the provision shall, to the extent of that invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in effect.

11.4. This Agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns. This provision does not create a right to transfer or assign rights or obligations under this Agreement.

11.5. Whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include the male and female as well as a trust, firm, company, or corporation, all as the context and meaning of this Agreement may require.

11.6. The parties to this Agreement shall promptly execute and deliver any and all additional documents, instruments, notices, and other assurances, and shall do any and all other acts and things reasonably necessary in connection with the performance of their respective obligations under this Agreement and to carry out the intent of the parties.

11.7. Except as provided in this Agreement, no provision of this Agreement shall be construed to limit in any manner the Members in the carrying on of their own respective businesses or activities.

11.8. Except as provided in this Agreement, no provision of this Agreement shall be construed to constitute a Member, in the Member's capacity as such, the agent of any other Member.

11.9. Each Member represents and warrants to the other Members that the Member has the capacity and authority to enter into this Agreement.

11.10. The article, section, and subsection titles and headings contained in this Agreement are inserted as a matter of convenience and for ease of reference only and shall be disregarded for all other purposes, including the construction or enforcement of this Agreement or any of its provisions.

11.11. This Agreement may be altered, amended, or repealed only by a writing signed by all of the Members.

11.12. Time is of the essence of every provision of this Agreement that specifies a time for performance.

11.13. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement.

11.14. The Members intend the Company to be a limited liability company under the Act. No Member shall take any action inconsistent with the express intent of the parties to this agreement.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Agreement on the day and year first above written. The parties hereby acknowledge and consent to the modification of fiduciary duties of the Managers as set forth in this Agreement.

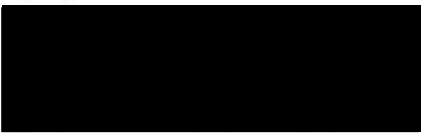
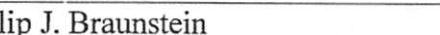
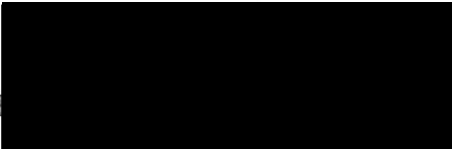
<p>Managing Member:</p> <p></p> <p>By: </p> <p>Phillip J. Braunstein</p>	
<p>Founding Member:</p> <p></p> <p>Patricia Shales</p>	

EXHIBIT A

(Initial Members)

Member	Fair Market Value of Initial Capital Contribution	Membership Interest
Phillip Braunstein, Inc. 11755 Wilshire Blvd., Ste 1600 Los Angeles California, 90049	Development services, contracting services, personal & performance guarantees	.1%
Patricia Shales	equity land interest valued at \$4,500,000, personal guarantee	99.9%
	Total	100%

EXHIBIT B

(Articles of Organization)



California Secretary of State
Electronic Filing



LLC Registration – Articles of Organization

Entity Name: Risen Phoenix LLC

Entity (File) Number: 202119610011

File Date: 07/13/2021

Entity Type: Domestic LLC

Jurisdiction: California

Detailed Filing Information

- 1. Entity Name: Risen Phoenix LLC
- 2. Business Addresses:
 - a. Initial Street Address of Designated Office in California: 11755 Wilshire Blvd., Suite 1600
Los Angeles, California 90025
United States
 - b. Initial Mailing Address: 11755 Wilshire Blvd., Suite 1600
Los Angeles, California 90025
United States
- 3. Agent for Service of Process: Laura Braunstein
11755 Wilshire Blvd., Suite 1600
Los Angeles California 90049
United States
- 4. Management Structure: More than One Manager
- 5. Purpose Statement: The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

Certificate Verification Number: 8HCBL1
Use bizfile.sos.ca.gov to verify the certified copy.

Electronic Signature:

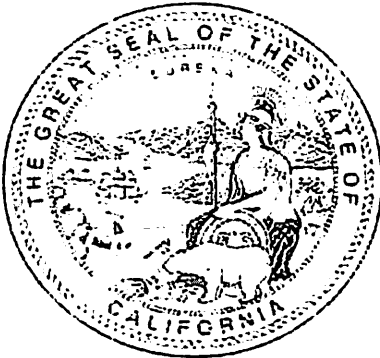
The organizer affirms the information contained herein is true and correct.

Organizer: George Braunstein



California Secretary of State
Electronic Certified Copy

I, SHIRLEY N. WEBER, Ph.D., Secretary of State of the State of California, hereby certify that the attached transcript of 1 page is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.



IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California on
this day of July 15, 2021

A handwritten signature in black ink, appearing to read "S. N. Weber", with a horizontal line extending to the right.

SHIRLEY N. WEBER, Ph.D.
Secretary of State

Verification Number: 8HCBL1
Entity (File) Number: 202119610011

To verify the issuance of this Certificate, use the Verification Number above
with the Secretary of State Electronic Verification Search available at
bizfile.sos.ca.gov

Reconsideration - #164636

KW&A

Kimberlina Whettam & Associates

Development Consulting & Expediting

February 23, 2022

LADBS Financial Office and Engineer Plan Checker

201 N. Figueroa Street, 7th Floor

Los Angeles, California 90012

RE: Claim for Refund, 1210 Chickory Lane

Dear Future Reviewer:

For our "Claim for Refund" regarding our above referenced project, please find our following statement as to why our previous denial review was an error. We have submitted the following documents to LADBS Finance Office today, February 23, 2023 showing that Phillip Braunstein, whom is requesting the Claim for Refund has the right to said refund. The documents in question are as follows:

- Risen Phoenix LLC Operating Agreement
- Covenant and Agreement Showing Trust Transfer Deed Recordation
- Original Claim for Refund Packet

The first two documents show that the owner of 1210 Chickory Lane, Patricia Shales, has signed over Signatory rights to Phillip Braunstein granting him the authority to sign/work on her behalf for 1210 Chickory Lane. Phillip paid the fees with his credit card (attached in the Original Claim for Refund Packet) and has the right to said Claim for Refund amount. We trust the information I've included above answers any and all questions you may have to allow you to process this refund to Phillip Braunstein.

On behalf of our client, thank you for your assistance in this matter.



Larry Smith

Project Coordinator

Kimberlina Whettam & Associates

241 S. Figueroa Street, Suite 250

Los Angeles, California 90012

Email: larry@kwhettam.com

Mobile: 213.910.2177

CLAIM FOR REFUND - PAYMENTS

CLAIM # 164636

FEE TYPE	FUND	FUND TYPE	AMOUNT PAID	20% RETENTION	NET REFUND
LINKAGE	59T/43/4680/468001	AP10	\$ 118,446.30	\$ -	\$ 118,446.30
TOTAL			\$ 118,446.30	\$ -	\$ 118,446.30

ASR
06/26/23