Debra I. Grassgreen (CA Bar No. 169978)
John D. Fiero (CA Bar No. 136557)
Jason H. Rosell (CA Bar No. 269126)
Steven W. Golden (admitted *pro hac vice*)
PACHULSKI STANG ZIEHL & JONES LLP
One Sansome Street, Suite 3430
San Francisco, California 94104-4436
Tel: 415-263-7000; Fax: 415-263-7010
Email: dgrassgreen@pszjlaw.com
jfiero@pszjlaw.com
jrosell@pszjlaw.com
sgolden@pszjlaw.com

Counsel to the Official Committee of Unsecured Creditors

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

SANTA ROSA DIVISION

In re: LEFEVER MATTSON, a California corporation, *et al.*,[1] Debtors.	Case No.: 24-10545 (CN) (Jointly Administered) Chapter 11 Case No.: 24-10715 (CN) **DECLARATION OF KRISTIN D. RIVERA IN SUPPORT OF THE MOTION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS FOR SUBSTANTIVE CONSOLIDATION OF DEBTOR LEFEVER MATTSON AND KS MATTSON PARTNERS, LP AND FOR RELATED RELIEF** **Hearing** Date: July 25, 2025 at 11:00 a.m. Place: United States Bankruptcy Court 1300 Clay Street, Courtroom 215 Oakland, CA 94612 Judge: Hon. Charles Novack
In re KS MATTSON PARTNERS, LP, Debtor.	

[1] The last four digits of LeFever Mattson's tax identification number are 7537. Due to the large number of debtor entities in the above-captioned chapter 11 cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at *https://veritaglobal.net/LM*. The address for service on the Debtors is 6359 Auburn Blvd., Suite B, Citrus Heights, CA 95621.

I, Kristin D. Rivera, declare as follows:

1. I am a partner in the Investigations and Forensics practice at PricewaterhouseCoopers Advisory Services LLC ("PwC"), a leading financial advisory services firm. I am resident in PwC's San Francisco office.

2. I submit this Declaration pursuant to 28 U.S.C. § 1746, in support of the *Motion of the Official Committee of Unsecured Creditors for Substantive Consolidation of Debtor LeFever Mattson and KS Mattson Partners, LP and for Related Relief* (the "Motion"),[2] filed on June 20, 2025 at Doc. 1585 in the above-captioned Case No. 24-10545 (CN) and at Doc. 157 in above-captioned Case No. 24-10715 (CN).

3. I can and would testify competently to the facts set forth in this Declaration. I understand that the Committee has authorized me to submit this Declaration in support of its Motion.

A. Summary of Qualifications and Experience

4. Since 2006, I have been a Partner in PwC's Investigations and Forensics Practice, having formerly served as PwC's Global Forensics Leader and head of PwC's Global Centre for Crisis and Resilience. From 2002 to 2006, I was a Director and PwC and was employed by Arthur Andersen from 1994 to 2002. I am a Certified Public Accountant in California and Colorado, a Certified Fraud Examiner, and Certified in Financial Forensics by the American Institute of Certified Public Accountants. A copy of my Curriculum Vitae ("**CV**"), which summarizes my education and relevant work experience, is attached hereto as **Exhibit A**. As more fully enumerated in my CV, I have provided testimony in numerous matters involving alleged breach of fiduciary obligation, theft, fraud, and other similar allegations, which depended upon the recovery and analysis of financial, accounting and operation data.

5. I regularly provide privileged consulting and forensic accounting services to corporations and other businesses relating to enterprise-wide operations, including the assessment of their conformance to policies and procedures and the identification and quantification of breaches

[2] Capitalized terms used but not defined in this Declaration shall have the meanings given to them in the Motion.

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thereon that may have resulted in various forms of customer, investor or other stakeholder harm. During my professional career I have provided services on over 500 engagements, most of which have been investigative in nature, including dozens of high-profile Ponzi or Ponzi-like cases where my involvement was not of public record. Over my career, and in relation to investigations that I have conducted, I have provided formal and informal testimony to the Energy and Commerce Committee of the United States Congress, the Federal Bureau of Investigation, the U.S. Securities and Exchange Commission, the U.S. Department of Justice, the U.S. Attorney's Office, and the U.S. Postal Service. I have also provided formal testimony in California State Court.

B. PwC Retention and Scope of Work

6. On April 8, 2025, the Court entered an order [Docket No. 1235, Case No. 24-10545 (CN)] (the "PwC Retention Order") approving (a) the employment and retention of PwC as financial advisor to the Committee, effective as of January 9, 2025, pursuant to the terms and conditions set forth in PwC's engagement letter with the Committee; and (b) the employment and retention of PwC as financial advisor to the Committee, effective as of February 17, 2025, pursuant to the terms and conditions set forth in an additional services engagement letter among PwC, the Committee, and Committee counsel at Pachulski Stang Ziehl & Jones LLP ("PSZJ").

7. The PwC Retention Order authorized PwC to provide services to the Committee, which services included, without limitation: (a) to advise and assist the Committee in the evaluation and analysis of potential avoidance actions, including fraudulent conveyances and preferential payments or transfers; (b) to advise and assist the Committee in its assessment of restructuring alternatives and estimated recoveries, including the review of any Plan of Reorganization and related Disclosure Statement, sale transactions or other restructuring transactions proposed by the Debtors; (c) to advise and assist the Committee in its assessment of forensic or investigative reports, data, and analyses related to insider activities as prepared by other professionals; (d) to testify as either a fact or percipient witness or an expert witness in the Debtors' bankruptcy proceedings; (e) to compile a searchable repository (the "Data Repository") of relevant case documents and data sources provided by PSZJ and the Committee; (f) to conduct analysis of investor proofs of interest, associated documents, and financial data (the "Investor Claims") and proofs of claim filed by

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investors to (i) analyze claims based on asserted relative priority (secured, unsecured, priority, etc.); (ii) categorize claims based on the nature of the underlying claim; (iii) analyze claims to assess potential bases for objection, including duplicative claims, amended claims, non-timely filed claims, satisfied/released claims, claims with insufficient documentation, claims filed against the wrong debtor, and other reasons to be identified; (iv) assess the completeness and accuracy of each claim and interest; (v) reconcile claims to the books and records of the relevant debtor(s) and identify and classify claims as off book or on book investments; (vi) analyze investment rollovers; (vii) quantify the value of unsupported investor claims; (viii) analyze and document discrepancies identified; and (ix) prepare reconciliation reports for internal review and stakeholder communication; (g) to gather data, perform data analytics, as well as other investigative procedures not performed by other service providers to assist with the claims analysis and on-going legal and bankruptcy proceedings; and (h) to act in the capacity of a fact witness by providing fact witness reports summarizing the scope of PwC's services and facts identified. *See* Docket Nos. 792, 1093, and 1235.

8. I have utilized professionals at PwC to assist me in conducting my analyses and preparing the information underlying this Declaration. The information set forth in this Declaration is based upon PwC's work to date and upon the pattern of facts that we observed in the performance of the tasks that PSZJ and Committee requested.

C. Sources of Data

9. As described above, pursuant to the scope of its engagement as approved by the PwC Retention Order, PwC has been maintaining the Data Repository. As relevant to the analyses and summaries set forth in this Declaration, the Data Repository contains documents from several sources, including, but not limited to:

a. Investor Claims: As of the date hereof, approximately 2,361 individual Investor Claims have been filed with the LFM Debtors' claims and noticing agent, Verita, all of which have been provided by Verita to PwC. Many of the Investor Claims attach documents (the "Investor Claim Attachments"), which include Transfer Agreements, copies of checks from LFM and/or KSMP, tax documentation, and narrative explanations. Additionally, for the purpose of this Declaration, I have

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included any investors included on the *Omnibus List of Equity Security Holders* [Docket No. 353] (the "Record Investor List") as having asserted an Investor Claim.

b. Third-Party Discovery: As set forth in the *Second Declaration of Steven W. Golden in Support of the Motion of the Official Committee of Unsecured Creditors for Substantive Consolidation of Debtor LeFever Mattson and KS Mattson Partners, LP and for Related Relief* (the "Golden Declaration"), filed concurrently herewith, I understand that the Committee has obtained Third-Party Discovery of over 1.1 million documents (consisting of more than 3.6 million pages) in the aggregate, as of the date hereof. PSZJ has provided the Third-Party Discovery to PwC, certain of which PwC maintains in the Data Repository.

c. Public Records: As set forth in the Golden Declaration, filed concurrently herewith, I understand that the Committee obtained Title Reports and Real Property Records (each as defined in the Golden Declaration) for over 300 Relevant Properties. PSZJ has provided PwC with copies of the Title Reports and Real Property Records.

d. Yardi Records: I understand that the LFM Debtors' accounting system of record is maintained on Yardi, which is a real estate asset management and accounting software. PwC obtained access to and data extracted by DSI from the LFM Debtors' general ledger maintained on Yardi (the "Yardi Records").

D. PwC's Review and Analysis of Investor Claims

1. Overlap of Investors

10. In reviewing and working to reconcile the Investor Claims, PwC has grouped Investors into "Investor Families" based on how Investors invested with the Mattson Enterprise. Specifically, an Investor Family includes (as applicable) all investments of an Investor, their spouse,

their IRA, and any investment trust.[3] Through its reconciliation, PwC has determined that the 2,361 Investor Claims can be sorted into 434 Investor Families.[4]

11. Based on PwC's detailed review and analysis of the Investor Claims and other relevant sources of information (as detailed below), there appears to be substantial overlap of the creditor and Investor bodies of the LFM Debtors, on one hand, and KSMP, on the other hand.

12. First, based on PwC's review of the Investor Claims, 47% of Investor Families (206 of the 434 Investor Families) that filed an Investor Claim in the LFM Debtors' Cases indicated in at least one of their filed Investor Claims that they assert a claim against KSMP or a KSMP-affiliated Entity[5] and/or asserted that they purchased an interest in an LFM Debtor from KSMP.

13. Second, based on PwC's review of the Investor Claims and the relevant Title Reports and Real Property Records, of the 35 record tenants in common on Properties with KSMP (the "KSMP TICs"),[6] 23 (or 66%) have filed one or more Investor Claims against an LFM Debtor.

14. Third, although I understand that no bar date has been set in KSMP's chapter 11 case, PwC has, utilizing available information, attempted to approximate a list of investors that may assert Investor Claims in KSMP's chapter 11 case (the "Approximated KSMP Investors"). Specifically, PSZJ provided PwC with Third-Party Discovery obtained by the Committee from the Mattson Parties that consisted of (i) approximately 400 signed and unsigned documents entitled *Agreement of Transfer and Purchase of Partnership Interest* ("Transfer Agreements"); and (ii) approximately 1,900 pages of checks issued by KSMP between December 2019 and July 2024 from KSMP's bank

[3] For example, Investor Claims filed by "John and Jane Smith"; "John Smith"; "Jane Smith"; "The John and Jane Smith Family Trust"; and "Madison Trust Company FBO Jane Smith IRA #12345" would all be grouped into a single Investor Family.

[4] Attached hereto as **Exhibit G-1** is the list of Investor Families.

[5] Specifically, (a) Perris Freeway Plaza, LP; (b) Perris Freeway Plaza D, LLC; (c) Specialty Properties Partners, LP; (d) Specialty Properties Partners, LLC; (e) Ringmaster's Square, LLC; (f) Treehouse Investments, LP; (g) KS Mattson Partners LP; (h) Folsom Village Partners; (i) Comstock Building Partners; (j) Greenhaven Partners; and (k) 47/49 Natoma Street.

[6] Attached hereto as **Exhibit G-2** is a list of the 35 KSMP TICs, certain of whom are tenants in common with KSMP on more than one Property.

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account ending in 1380 (collectively, the "KSMP Documents").[7] Utilizing AI-assisted technology, PwC extracted the names of potential investors from the KSMP Documents, removing only names of parties who are known to have a non-investor relationship with KSMP (*e.g.* a mortgage lender or a services provider), thereby creating a list of 182 Approximated KSMP Investors.[8] Of the 182 Approximated KSMP Investors, 133 (or approximately 73%) have asserted Investor Claims in the LFM Debtors' chapter 11 cases.

2. Entanglement of LFM Debtors and KSMP

15. In reviewing the Investor Claims, PwC has noted instances in which the information provided in or attached to a filed Investor Claim in the LFM Debtors' chapter 11 cases relate to KSMP. For example, and as set forth in further detail in **Exhibit B** attached hereto, which Exhibit B is fully incorporated herein by reference, PwC's review of the assertions set forth in the Investor Claims indicates, among other things, that certain investors:

a. Entered into agreements with KSMP to purchase purported Interests in LFM Debtors and/or LFM-owned Properties but received payments on account of such purported Interests from both LFM and KSMP.

b. Entered into agreements with LFM to purchase purported Interests in LFM Debtors and/or LFM-owned Properties but received payments on account of such purported Interests from (i) both LFM and KSMP; or (ii) just KSMP.

c. Purchased purported Interests in LFM Debtors and/or LFM-owned Properties but paid their investment principal to KSMP, or vice versa.

3. Investor Confusion

16. As set forth in further detail in **Exhibit C** attached hereto, which Exhibit C is fully incorporated herein by reference, numerous investors expressed confusion regarding the relationship between LFM, the other LFM Debtors, and KSMP (and its affiliated Investment

[7] Attached hereto as **Exhibit G-3** is a list of the KSMP Documents by Bates number.

[8] Attached hereto as **Exhibit G-4** is the list of the Approximated KSMP Investors.

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Vehicles) in the Investor Claims, with some investors believing that KSMP was another LFM-related Investment Vehicle.

4. Other Observations from Investor Claims

17. I understand, based on the Record Investor List, that the LFM Debtors' books and records reflect that KSMP has held interests in certain of the LFM Debtors (the "KSMP Interests"). I further understand, based on PwC's review of the Investor Claims, that a substantial number of investors assert that they acquired interests in certain of the LFM Debtors from KSMP. In light of the substantial cost associated with doing so, as explained in further detail below, PwC has not attempted to determine whether, in all such instances, it is mathematically possible that KSMP Interests were sold to investors, though not recorded on the applicable LFM Debtors' books and records. However, as set forth in further detail in **Exhibit D** attached hereto, which Exhibit D is fully incorporated herein by reference, it appears, among other things, that KSMP (by Mr. Mattson) purported to sell partnership interests in LFM Debtor Country Oaks I, LP before KSMP held any interest in such Entity or the Property in which such Entity held an interest.

18. Moreover, in reviewing the Investor Claims, and as set forth in further detail in **Exhibit E** attached hereto, which Exhibit E is fully incorporated herein by reference, PwC has noted numerous instances in which (a) investors have asserted an interest in an Entity that, according to the records of the California Secretary of State, either does not exist or does exist, but is unrelated to the LFM Debtors and KSMP; and (b) investors have asserted an interest in an Entity associated with a particular Property, but where such Entity did not, either at the time of the sale or at any time, hold any record interest in such Property.

E. PwC's Review and Analysis of Third-Party Loans

19. Based on PwC's review of the Third-Party Discovery—in particularly Third-Party Discovery obtained from Socotra Capital and other lenders— the Mattson Enterprise repeatedly took out loans from third-party financing sources (the "Third Party Loans"). Included among the Third Party Loans were hard-money loans extended by Socotra Capital and its affiliated entities and investors (collectively, "Socotra"). Since 2017, KSMP has taken out at least 92 Socotra Loans. Mattson would frequently cause KSMP to purchase Properties in KSMP's name and encumber them

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with the Socotra Loans, which were used either as acquisition financing or post-acquisition funding. After Socotra funded the loan and recorded a deed of trust against the relevant Property or Properties securing the applicable Socotra Loans, Mattson would repeatedly sign deeds of trust, thereby causing title on Properties to be deeded to an LFM Debtor, subject to the previously recorded deed of trust.

20. Attached hereto as **Exhibit F** is a true and correct copy of data extracted from Socotra loan documents (the "Socotra Loan Chart"), which was compiled using (a) the relevant Socotra Loan documentation included within the Third-Party Discovery and (b) the Title Reports and Real Property Records. As shown in the Socotra Loan Chart, proceeds from the Socotra Loans were used by KSMP to, among other things:

a. Acquire new Properties, which were often subsequently transferred to an LFM Debtor subject to the deed of trust in favor of Socotra;[9]

b. Extract value from unencumbered Properties that KSMP did not own[10] which often necessitated transferring the subject property to KSMP, misappropriating the Socotra Loan proceeds, and then transferring the now-encumbered Property back to a LFM Debtor subject to the Socotra Loan;

c. Refinancing existing secured debt on encumbered Properties (some of which were not wholly owned by KSMP), including "cash-out" refinancings of Third Party Loans; and

[9] For example, based on a review of the applicable Real Property Records and Socotra Loan documents, KSMP purchased real property located at 171 W. Spain Street, Sonoma, CA ("171 W. Spain") on July 21, 2021 (with the associated Grant Deed recorded on July 30, 2021) using the proceeds of Socotra Loan No. 21-100CF. Just 16 days later, by Grant Deed dated August 6, 2021 (recorded on August 9, 2021), KSMP transferred 171 W. Spain to LFM Debtor Sienna Pointe LLC, subject to the Socotra Loan.

[10] For example, based on a review of the applicable Real Property Records and Socotra Loan documents, pursuant to a Grant Deed recorded on March 1, 2022, LFM transferred its interests in 10334 Badger Lane, Truckee, CA ("10334 Badger") to KSMP. Pursuant to a Deed of Trust and related documents dated February 23, 2022 (but recorded on March 1, 2022), KSMP took out Socotra Loan No. 22-29CF in the principal amount of $990,000, encumbered by 10334 Badger. In so doing, KSMP received over $950,000 that, based on a review of the Yardi Records and 1059 Account records, was never transferred to the LFM Debtors, even though 10334 Badger was transferred back to LFM by KSMP by Grant Deed dated March 1, 2022 (that was recorded on July 17, 2024).

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d. Engaging in "cash-out" property purchases (*i.e.*, purchasing new real property with secured debt in excess of the purchase price).[11]

F. PwC's Review and Analysis of Cash Transfers

21. PwC has reviewed and analyzed the Yardi Records and records of the 1059 Account which were provided to PwC by the LFM Debtors, along with wire transfer data produced by BMO as part of the Third-Party Discovery (collectively, the "1059 Account Records").

22. Most of the transactions to and from the 1059 Account cannot be easily tied to any written agreement or specific, documented transaction between LFM and KSMP. For example, the Yardi Records reflect instances where funds were transferred from LFM to KSMP that were documented as "reclass payment" or "record transfer." As a further example, there is a ledger entry in the Yardi Records dated December 21, 2017 that reflects a $1.5 million wire transfer to KSMP with an account name of "Suspense" and a description of "Wire Out – KS Mattson Partners."

23. The Yardi Records and 1059 Account Records show that between January 1, 2017 and September 30, 2024, there were 11,590 distinct journal entries and bank transfers (15,970 individual transactions), totaling approximately $176 million, between the LFM Debtors, on one hand, and KSMP accounts and associated KSMP Properties, on the other hand. Specifically, from January 1, 2017 through September 30, 2024:

a. The Yardi Records reflect that in excess of $39 million in LFM/KSMP Cash Transfers were made between LFM and KSMP, executed through 1,799 distinct entries (2,691 individual transactions).

b. The Yardi Records indicate that over $19 million in LFM/KSMP Cash Transfers were associated with KSMP Properties, effected through 8,441 distinct entries (11,929 individual transactions).

[11] For example, based on a review of the applicable Real Property Records and Socotra Loan documents, on or about April 26, 2022, KSMP purchased two parcels of real property in Sonoma, CA (786 Broadway and 790 Broadway) using the proceeds of Socotra Loan No. 22-73CF, which Socotra Loan was also collateralized by two additional properties located in Sonoma (856 4th Street E. and 1014 1st Street W.). The $3.565 million principal amount of Socotra Loan No. 22-73CF funded KSMP's $3 million purchase of the two Sonoma parcels, with approximately $495,000 in additional cash payment to KSMP.

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c. The 1059 Account Records reveal that there were more than $92 million in LFM/KSMP Cash Transfers through 961 checks and wire transfers.

d. The 1059 Account Records reveal that approximately $25 million in disbursements were made from the 1059 Account in connection with KSMP Properties, comprised of 389 checks and wire transfers.

24. PwC's review of the Debtors' books and records indicates that when one Investment Vehicle had cash and another Investment Vehicle needed cash, LFM would cause one Investment Vehicle to transfer cash to another (an "Insider Cash Transfer"). Insider Cash Transfers also included the frequent movement of cash between LFM and KSMP ("LFM/KSMP Cash Transfers"), commonly in round amounts and without any discernible relationship to a legitimate transaction between the entities.

G. Disentanglement of KSMP from the LFM Debtors

25. I understand that, absent substantive consolidation of LFM and KSMP, the assets, liabilities, operations, and affairs of each of LFM and KSMP would have to be disentangled. Specific procedures necessary to disentangle the books and records of LFM and KSMP would likely include:

a. Analyzing, assessing, and providing to the LFM Debtors for recordation the appropriate accounting treatment of each KSMP-related transaction recorded in the Yardi Records;

b. Analyzing, assessing, and providing to KSMP for recordation the appropriate accounting treatment of each LFM-related transaction recorded in KSMP's accounting system of record (if any);

c. Analyzing, assessing, and providing to the LFM Debtors for recordation the appropriate accounting treatment of each KSMP-related cash payment or receipt reflected in the bank records of all of the LFM Debtors' bank accounts that were not recorded in the Yardi Records (*e.g.* the 1059 Account);

d. Analyzing, assessing, and providing to KSMP for recordation the appropriate accounting treatment of each LFM-related cash payment or receipt reflected in the bank records of any KSMP account (if any);

e. Obtaining independent retrospective value opinions for all real estate transactions between LFM and KSMP; and

f. Analyzing and assessing the appropriate accounting treatment of each retrospective value opinion.

26. As set forth in the summary table below, PwC has estimated that the expense necessary for PwC to attempt to disentangle the complex web of financial and real estate transactions between the LFM Debtors and KSMP will be more than $20 million, which estimate does not include any legal or other fees and expenses.

General Category	Est. Number of In-Scope Transactions	Est. Cost Per Transaction	Est. Forensic Accounting and Valuation Fees
KSMP-related transactions recorded in the records of LFM	11,590	$1,116[12]	$12.9 million
LFM-related transactions recorded in the records of KSMP (if any)	2,898[13]	$1,116	$3.2 million
Property transactions involving LFM and KSMP	200[14]	$25,580[15]	$5.1 million
Total			**$21.2 million**

[12] Assumes two hours per transaction at blended hourly rate of $558.

[13] Assumes 25% of the volume of transactions recorded in KSMP's books and records as are recorded in the LFM Debtors' books and records.

[14] Assumes (a) 134 known Property transfers between KSMP and the LFM Debtors; (b) 6 known Properties related to a joint obligation of LFM and KSMP on a Third-Party Loan; and (c) an estimate of not less than 60 "roll-over" investments or transactions related to both an LFM Debtor and KSMP.

[15] Assumes (a) 10 hours per transaction at blended hourly rate of $558; plus (b) $20,000 for retrospective value opinion.

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27. However, given the incompleteness of available books and records (for both the LFM Debtors and KSMP) and the decades-long transaction history among the LFM Debtors and KSMP, I believe it is likely that any such attempt at disentanglement will be unsuccessful, notwithstanding the expenditure of tens of millions of dollars to attempt to do so.

28. The foregoing estimated cost to disentangle the LFM Debtors and KSMP also does not include any additional fees and expenses that would be incurred to support the reconciliation of Investor Claims asserted against the LFM Debtors and/or KSMP. Absent substantive consolidation of LFM and KSMP, I understand that any Investor Claims asserted against LFM and/or KSMP would need to be reviewed, reconciled, and (if necessary) adjudicated as to whether LFM, KSMP, both Entities, or neither Entity has any liability with respect to each such Investor Claim. As set forth in paragraph 15 above, PwC has identified, but not fully reconciled, apparent issues with many Investor Claims that could bear upon which Entity or Entities (if any) are liable thereon. PwC has not endeavored to quantify the additional costs that would be associated with such Investor Claim reconciliation.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 11th day of July, 2025, at Larkspur, California.

/s/ Kristin D. Rivera
Kristin D. Rivera

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Exhibit B

1. Based on the information provided in the Investor Claims, certain investors entered into an agreement with KSMP to purchase purported Interests in LFM Debtors and/or LFM-owned Properties, but received payments on account of such purported Interests from both LFM and KSMP. For example:

a. An investor purportedly purchased an interest in LFM Debtor Bay Tree LP from KSMP.[1] The investor reported that "[c]hecks initially came from LeFever Mattson from 2016 – 8/28/2023, then switched off between LeFever Mattson and KS Mattson Partners from 9/12/23 – 1/29/24. All checks after that came from KS Mattson Partners."[2]

b. An investor asserted acquiring an interest in LFM Debtor Golden Tree LP from KSMP.[3] The investor received payments on account of such investment from LFM (via the 1059 Account) until February 2024,[4] after which the investor received several "lump sum" payments from KSMP on account of the same investment.[5]

2. Based on the information provided in the Investor Claims, certain investors entered into agreements with LFM to purchase purported Interests in LFM Debtors and/or LFM-owned Properties but received payments on account of such purported Interests from (i) both LFM and KSMP; or (ii) just KSMP. For example:

a. An investor asserted acquiring an interest in LFM Debtor River Birch, LP from LFM in March 2022.[6] The investor received 23 checks from LFM (from the

[1] Claim No. 862 at pp. 14 – 21.

[2] *Id.* at p. 2.

[3] Claim No. 1832 at pp. 15 – 22.

[4] *Id.* at pp. 35 – 36.

[5] *Id.* at pp. 28, 30, 31

[6] Claim No. 223 at p. 5; *see also id.* at pp. 6 – 10 (Transfer Agreement).

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1059 Account) on account of this investment through February 2024, followed by four checks and three wire transfers from KSMP through September 2024.[7]

b. With respect to an investment in LFM Debtor Divi Divi Tree LP, "[o]ur regular deposit from Madison Trust has been $2180 and the last deposit from them was on 04/02/2024. We did however receive deposits of $2100 from KS Mattson Partners LP for the next 7 months ending in November."[8]

c. An investor asserted acquiring an interest in LFM Debtor Autumn Wood I, LP from LFM. The 1059 Account Records reflect that this investor received monthly payments of $605.30 from LFM from May 5, 2017 through March 26, 2024.[9] "For a few months after Lefever Mattson stopped sending out the monthly checks Ken paid Alice, for the first two or three months he sent checks from KS Mattson Partners and in June he sent a single wire transfer to cover all the checks. Those wire transfers stopped after the Nov 11th transfer . . ."[10]

d. "The Agreement of Transfer and Purchase of Partnership Interest lists LeFever Mattson Inc. as the seller but the checks were issued by K.S. Mattson Partners, L.P., P.O. Box 5490, Vacaville, CA 95696."[11]

e. "My last Lefever Mattson check was received in February of 2024. The (4) checks received after that were from KS Mattson (Not Lefever Mattson) as received in years past. 2nd to last check received (in May of 2024) didn't clear."[12]

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[7] *Id.*

[8] Claim No. 558 at p. 5.

[9] *See also* Claim No. 876 at pp. 63 – 66.

[10] Claim No. 876 at p. 16; *see also id.* at pp. 47 – 48.

[11] Claim No. 849 at p. 2; *see also id.* at p. 24 (Transfer Agreement) and p. 29.

[12] Claim No. 617 at p. 2.

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f. "We purchased a portion of 7456 Foothills Blvd., Roseville, CA 95747 property (Woodcreek Plaza) from Kenneth Mattson and LeFever Mattson, Inc. through a 1031 exchange (dated 6/13/2017) . . . Around February 27, 2018, we signed a document to transfer our grant deed from the Woodcreek Plaza property to Wind Tree LP. But we never received the LP agreement document for Wind Tree LP. It is noticed that the LP/LLC ownership name in the bankruptcy case associated with 7456 Foothills Blvd., Roseville, is also Windscape Apartments, LLC, not Wind Tree LP. The distribution checks we received from 7/22/2017 to 3/13/2024 were issued by K S Mattson Partners, LP, which excluded three missing checks in November 2022, February 2023, and August 2023, respectively. After K S Mattson Partners LP stopped sending distribution checks in April 2024, we received two wire transfers from Ken on 7/19/24 and 8/28/24, respectively."[13]

3. Based on the information provided in the Investor Claims, certain investors purchased purported Interests in LFM Debtors and/or LFM-owned Properties but paid their investment principal to KSMP, or vice versa. For example:

a. "I purchased two other properties through Ken Mattson, assumed it was all through LeFever Mattson, but since realized they had KS Mattson Partners LP as the seller. Ken had instructed me to make the checks payable to LeFever Mattson INC. and I did. Those properties were Partners of Perris Freeway Plaza, LP, for $750,000 for a 7.24% interest, and Partners of Comstock Building Partners, for $600,000 for an 11.088% interest."[14]

[13] Claim No. 1601 at p. 9.

[14] Claim No. 885 at p. 3; *see also id.* at pp. 67 – 72 (Transfer Agreement, listing KSMP as seller, as to Perris Freeway Plaza) and p. 73 (copy of cashier's check made out to LFM); pp. 84 – 89 (Transfer Agreement, listing KSMP as seller, as to Comstock Building) and p. 89 (copy of cashier's check made out to LFM).

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Exhibit C

1. In reviewing the Investor Claims, PwC has noted numerous instances in which investors expressed confusion regarding the relationship between LFM, the other LFM Debtors, and KSMP (and its affiliated Investment Vehicles) in the Investor Claims, with some investors believing that KSMP was another LFM-related Investment Vehicle. A non-exhaustive list of examples of such confusion, as expressed in Investor Claims, is below.

a. With respect to an investment in LFM Debtor Bay Tree, LP, one investor stated that they were "[n]ever told it could be under KS Mattson. Original investment was with LM & approved both the original investment & Baytree."[1]

b. One investor, who filed an Investor Claim against "KS Mattson Partners LP/Ringmaster's Square also known as Perris Freeway Plaza LLC,"[2] included a copy of a letter addressed to Tim LeFever stating that "[w]e have been dealing exclusively with your associate, Ken Mattson . . . However, over the past year, it has been very difficult working with Ken as he has been unresponsive to our requests for information and follow up on various aspects of our investments with him."[3] The investor goes on to request Mr. LeFever's assistance to obtain tax information related to their investment.

c. One investor asserted the basis for their claim as "Fraud – I never intended to buy LP shares from KS Mattson Partners LP (I thought it was LeFever Mattson)."[4]

d. An investor states that they "invested $250,000 with L-M in 2007 in **Windscape Apartments II LLC, located in Lompoc**" for a 4.155% interest therein.[5] The investor asserts that two employees of the LFM Debtors confirmed this

[1] Claim No. 254 at p. 3.

[2] Claim No. 490 at p. 2.

[3] *Id.* at p. 43.

[4] Claim No. 499 at p. 2.

[5] Claim No. 610 at p. 12 (emphasis in original).

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investment in March 2008.[6] Thereafter, the investor agreed with Mr. Mattson to "rollover" their investment into "Rivertree LLC."[7] In 2024, the investor contacted an LFM employee, who "seem[ed] to suggest that my **Windscape Apartments II LLC** shares were sold but I do not have any property with LeFever Mattson."[8]

e. "I have very little documentation on this investment as it simply was not provided. What's confusing with this property is that it is listed as Buck Ave. LP on my tax returns and as (WG) Willow Glen on my monthly checks . . . In 2008, there was no mention of a KS Mattson Corp … all my paperwork states LeFever Mattson, A California Corp. The checks were from Bank of the West acct.# ending in 1059 and stated WG OWNER W/D 0710. Since Buck Ave. LP was listed on my tax returns, that's where I assumed my investment was."[9]

f. "I am uncertain how to even record this claim since our 1st purchase in 3/09 of Country Oaks was with LeFever Mattson & the 2nd & 3rd purchase of Country Oaks was with KSMP. Prior to this last year, I thought I was dealing with <u>one</u> company, not 2 or three!"[10]

g. "In August 2013, I did a partial rollover of my SEP IRA in PolyComp Trust of $61,000 into Pensco Trust & with it purchased $59,000 share in LeFever Mattsons (via KSMattson Partners) in Specialty Properties Partners."[11]

h. "I purchased two other properties through Ken Mattson, assumed it was all through LeFever Mattson, but since realized they had KS Mattson Partners LP as

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[6] *Id.*

[7] *Id.*

[8] *Id.* at p. 13 (emphasis in original).

[9] Claim No. 865 at p. 10.

[10] Claim No. 869 at p. 8 (emphasis in original).

[11] Claim No. 879 at p. 5.

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the seller. Ken had instructed me to make the checks payable to LeFever Mattson INC. and I did. Those properties were Partners of Perris Freeway Plaza, LP, for $750,000 for a 7.24% interest, and Partners of Comstock Building Partners, for $600,000 for an 11.088% interest."[12]

i. "This money was intended as an investment into 'Lefever Mattson' with the intention of using the funds in the future to buy a home for myself and my disabled son . . . I am aware that the checks I began receiving have been from KS Mattson Partners. I was not aware of what that meant."[13]

j. With regard to an investment asserted in Fulton Village Partners, LLC, "[w]e did not know at the time of investment that this was not through LeFever Mattson."[14]

k. "In December 2013, at Mr. Mattson's invitation, the Michero Plaintiffs invested $14,000 in what Mattson represented was Folsom Village Partners, another LeFever Mattson LP. The limited partnership agreement Mattson drafted and provided the Micheros reflected that KS Mattson Partners LP was the 'Seller'. The $14,000 check for the Folsom Village investment from Plaintiff Lori Michero was made out to LeFever Mattson. The limited partnership agreement references a 'General Partner' but does not identify that entity or person by name."[15]

l. "We had thought the LPs, LLCs and TICs were all Lefever Mattson entities and/or affiliates of Lefever Mattson (meaning we thought KS Mattson Partners was an 'affiliate')."[16]

[12] Claim No. 885 at p. 3.

[13] Claim No. 890 at p. 6.

[14] Claim No. 944 at p. 4.

[15] Claim No. 983 at p. 15.

[16] Claim No. 1033 at p. 17.

m. With regard to an investment asserted in non-LFM Debtor Specialty Properties Partners LLC, "I assumed this investment was purchased from Lefever Mattson. Ken Mattson facilitated the invested and as CEO I assumed he was working as an agent for Lefever Mattson."[17]

n. "I purchased a 40% share of 230 E. Napa St., Sonoma, CA from KS Mattson Partners LP . . . Because Ken Mattson was CEO of LeFever Mattson, it is unclear if this property was a part of LeFever Mattson . . ."[18]

o. "On October 4, 2017, after being advised by Ken Mattson to invest more of our funds, we transferred $300,000 to KS Mattson Partners, believing it was part of LeFever Mattson. . . . In December 2017, we received our first monthly payment from Bay Tree LP in the amount of $937.50, with LeFever Mattson listed on the check."[19]

p. "Our records indicate that the Specht Living Trust 1990 invested $500,000 into Divi Divi Tree, LP on 09/15/2010. In March of 2016, records indicate tha the Specht interest in Divi Divi Tree was sold to K S Mattson Partners and invested into Golden Tree, LP. However, in September 2019 Lefever Mattson Inc sent a letter showing the Specht Living Trust interest in Golden Tree, LP as $542,638 (11.818%). Distribution checks were received from KS Mattson until Jun 2024 citing GTLP in the memo. Per the instruction letter, I'm listing this as a KS Mattson claim; however, the original investment was with Lefever Mattson and Lefever Mattson showed it as an asset in 2019 of the Specht Living Trust, which is confusing."[20]

[17] Claim No. 1084 at p. 10.

[18] Claim No. 1447 at p. 2.

[19] Claim No. 1742 at p. 3.

[20] Claim No. 1613 at p. 6; *see also* p. 10 (September 9, 2019 letter).

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q. With respect to their tenancy in common investment in 450 First Street E., Sonoma, an investor that is a KSMP TIC stated: "I have only dealt with two people during the time of my involvement with Lefever Mattson. One would be Ken Mattson and the other Brenda (Rau) Comfort. I do realize that some of my paperwork shows KS Mattson Partners but it is my belief that I was dealing with Lefever Mattson no one ever told us different. Among the attached documents you will find one with screenshots on it of the very first and very last emails I received from Brenda Comfort, both shows her using Lefever Mattson email to communicate for the many companies she represented. If you look at the attached IPX Signed Doc 210127.pdf and you can clearly see that we were dealing with 'Lefever Mattson – KS Matton Partners, LP'. How was one to know?"[21]

[21] Claim No. 1814 at p. 3.

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Exhibit D

A. Relevant Background

1. As reflected on the *Limited Liability Company Articles of Organization* filed with the Secretary of State of the State of California, File # 200725010242 (the "Country Oaks Articles of Organization"),[1] Country Oaks, LLC was formed as a California limited liability company on September 5, 2007.

2. As shown on the *Grant Deed* dated September 21, 2007 and recorded with the Official Records of the Santa Barbara County, California Clerk-Recorder on September 28, 2007, File # 2007-0070058 (the "2007 Grant Deed"),[2] 16 parties (collectively, the "Original Country Oaks TICs") purchased real property located at 333 East Enos Drive, Santa Maria, California (the "Country Oaks Apartments") from KW Santa Maria LLC. The Original Country Oaks TICs reflected on the 2007 Grant Deed include "LeFever Mattson Corporation, a California Corporation, as to an undivided 11.448% interest" and "Country Oaks, LLC, a California Limited Liability Company, as to an undivided 47.737% interest"; neither KSMP nor Mr. Mattson are reflected in the 2007 Grant Deed as being an Original Country Oaks TIC.

3. The Real Property Records associated with the Country Oaks Apartments provided to PwC by PSZJ reflect that: (a) between September 28, 2007 and August 9, 2016, the record owners of the Country Oaks Apartments were the Original Country Oaks TICs or their assignees;[3] (b) between September 28, 2007 and August 9, 2016, neither KSMP nor Mr. Mattson were a record owner of the Country Oaks Apartments;[4] (c) by *Grant Deeds* dated August 3, 2016 and recorded with the Official Records of the Santa Barbara County, California Clerk-Recorder on September 9,

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[1] A certified copy of the Country Oaks Articles of Organization is attached hereto as **Exhibit D-1**.

[2] Attached hereto as **Exhibit D-2** are the Real Property Records associated with the Country Oaks Apartments (the "Country Oaks Property Records"), which were provided to PwC by PSZJ. The 2007 Grant Deed is found on pages 8 to 10 of the Country Oaks Property Records.

[3] *See* Country Oaks Property Records at pp. 8 – 53.

[4] *See id.*

2016,[5] each of the then-record owners of the Country Oaks Apartments deeded each of their record interests therein to "River Tree Partners LP, A California Limited Partnership"; and (d) by *Grant Deed* dated August 30, 2016 and recorded with the Official Records of the Santa Barbara County, California Clerk-Recorder on September 9, 2016, River Tree Partners LP deeded its record interest in the Country Oaks Apartments to 333 East Enos Drive Owner LLC.[6]

4. As reflected on the *Certificate of Limited Partnership - Conversion* filed with the Secretary of State of the State of California, File # 201300700001 (the "Country Oaks I LP Certificate"),[7] on December 19, 2012, Country Oaks, LLC was converted from a California limited liability company to a California limited partnership called "Country Oaks I, LP."

5. I have been provided a copy of a document titled *Limited Partnership Agreement of Country Oaks I, LP, A California Limited Partnership* (the "Country Oaks I LP Agreement").[8] According to the Country Oaks I LP Agreement, the "Initial Partners" of Country Oaks I, LP are "those Persons whose names are set forth in Exhibit A, attached."[9] Schedule A to the Country Oaks I LP Agreement lists 22 Initial Partners of Country Oaks I, LP; neither KSMP nor Mr. Mattson are reflected in Schedule A as being an Initial Partner.[10] The Country Oaks I LP Agreement appears to be signed by each of the Initial Partners of Country Oaks I, LP;[11] Mr. Mattson appears to have signed the Country Oaks I LP Agreement twice.[12]

6. I have been provided a copy of a document titled *Amended and Restated Limited Partnership Agreement of Country Oaks I, LP, A California Limited Partnership* (the "A&R

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[5] *See* Country Oaks Property Records at pp. 54 – 112.

[6] *See* Country Oaks Property Records at pp. 113 – 115.

[7] A copy of the Country Oaks I LP Certificate is attached hereto as **Exhibit D-3**.

[8] A copy of the Country Oaks I LP Agreement is attached hereto as **Exhibit D-4**.

[9] *Country Oaks I LP Agreement* at § 1.12, LM_00000797.

[10] *Id.* at LM_00000822.

[11] *Id.* at LM_00000830 – 852.

[12] *Id.* at LM_00000840 – 841.

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Country Oaks I LP Agreement"),[13] which states that it is "effective as of August 10, 2016."[14] According to the A&R Country Oaks I LP Agreement, the "Initial Partners" of Country Oaks I, LP are "those Persons whose names are set forth in Exhibit A, attached."[15] Schedule A to the A&R Country Oaks I LP Agreement, which indicates that it was "updated 9/30/2015," lists 34 Initial Partners of Country Oaks I, LP; KSMP is listed as holding a 1.347% interest in the Country Oaks Apartments.[16] The A&R Country Oaks I LP Agreement appears to be signed by each of the then-Initial Partners of Country Oaks I, LP;[17] Mr. Mattson appears to have signed the A&R Country Oaks I LP Agreement twice.[18]

B. Analysis of Non-Record Country Oaks Investors' Investor Claims

7. I understand that the partners of Country Oaks I, LP as of the Petition Date, according to the LFM Debtors' books and records (the "Record Country Oaks Investors"), are found on page 4 of the Record Investor List. The Record Investor List reflects that, as of the Petition Date, KSMP held a 3.117% partnership interest in Country Oaks I, LP.[19] In reviewing the filed Investor Claims, PwC has identified at least 27 investors that have asserted holding a limited partnership interest in Country Oaks I, LP that are not Record Country Oaks Investors (the "Non-Record Country Oaks Investors"). Attached hereto as **Exhibit D-6** is a chart summarizing certain information contained within the Investor Claims of the Non-Record Country Oaks Investors (the "Country Oaks Summary Chart"). Specifically:

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[13] A copy of the A&R Country Oaks I LP Agreement is attached hereto as **Exhibit D-5**.

[14] *A&R Country Oaks LP Agreement* at LM_000675.

[15] *Id.* at § 1.13, LM_00000667.

[16] *Id.* at LM_00000732.

[17] *Id.* at LM_00000705 – 730.

[18] *Id.* at LM_00000714, 717.

[19] KSMP holding a 3.117% partnership interest in Country Oaks I, LP (as stated in the Record Investor List) is mathematically consistent with KSMP holding a 1.347% interest in the Country Oaks Apartments (as stated in Schedule A to the A&R Country Oaks I LP Agreement) because, as set forth in Schedule A to the A&R Country Oaks I LP Agreement, Country Oaks I, LP held a 43.213% tenant in common interest in the Country Oaks Apartments.

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a. 25 of the 27 Investor Claims filed by Non-Record Country Oaks Investors attached Transfer Agreements, which appear to be substantially similar to each other but for (i) the identity of the "Purchaser," which corresponds to the applicable Non-Record Country Oaks Investor; (ii) the identity of the "Seller," which is either "KS MATTSON PARTNERS, LP" or "LEFEVER MATTSON"; (iii) the date of the Transfer Agreement set forth in the prefatory paragraph; (iv) the title of the "Partnership Agreement" in Recital A; (v) the amount of "interest in the Partnership" transferred by Seller to Purchaser set forth in paragraph 2; (vi) the "Effective Date" of the Transfer Agreement set forth in paragraph 3; and (vii) the "Sale Consideration" set forth in paragraph 4; and

b. 19 of the 27 Investor Claims filed by Non-Record Country Oaks Investors attached at least one IRS Schedule K-1 (each, a "Non-Record Investor K-1") related to the Non-Record Country Oaks Investor's asserted partnership interest with respect to an entity identified as "Country Oaks LP" having an employer identification number of 26-0860694.

8. I note the following with respect to the Investor Claims filed by Non-Record Country Oaks Investors, as set forth on the Country Oaks Summary Chart:

a. I understand that the LFM Debtors' books and records reflect that KSMP first acquired a partnership interest in Country Oaks I, LP between July 8, 2015 and September 30, 2015. Based on the Transfer Agreements attached to the Investor Claims filed by Non-Record Country Oaks Investors, prior to July 8, 2015, KSMP (by Mr. Mattson), purported to transfer 13.122% of partnership interests in a "Country Oaks"-related partnership to 12 different investors.

b. The Transfer Agreements attached to the Investor Claims reference varying titles of the Partnership Agreement: (i) eleven of the Transfer Agreements refer to an "Agreement of Limited Partners of Country Oaks Partners, LLC, dated as of December 1, 2007";[20] (ii) three of the Transfer Agreements refer to an "Agreement of Limited Partners of Country Oaks Partners,

[20] Investor Claim Nos. 582, 782, 808, 858, 963, 1133 (two Transfer Agreements), 1459, 1569, 1738, and 1740.

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LLC, dated as of September, 2007";[21] (iii) four of the Transfer Agreements refer to an "Agreement of Limited Partners of Country Oaks, L.P., as amended and restated August, 2016";[22] (iv) one of the Transfer Agreements refers to an "Agreement of Limited Partners of Country Oaks, LLC, dated as of October 15, 2007";[23] (v) two of the Transfer Agreements refer to an "Agreement of Partners of Country Oaks LP, as amended and restated August 2016;[24] and (vi) four of the Transfer Agreements refer to an "Agreement of Partners of Country Oaks, LP, as amended and restated August, 2016."[25] Further, based on certifications from the California Secretary of State, I understand that no entity called either "Country Oaks LP" or "Country Oaks Partners LP" has ever been registered with the California Secretary of State[26] and an entity called "Country Oaks Partners, LLC" has been registered with the California Secretary of State but appears to be associated with a "skilled nursing facility" in Southern California that is unrelated to the LFM Debtors, KSMP, or Mr. Mattson.[27]

c. By dividing the Sale Consideration by the percentage of partnership interest listed in a Transfer Agreement, I have calculated an imputed valuation of the "Country Oaks"-related partnership as of the Effective Date of each Transfer Agreement (the "Imputed Valuation"). In several instances, the Imputed Valuation of different Transfer Agreements with the same Effective Date varied. For example, of the seven Transfer Agreements with an Effective Date of February 1, 2013, one had an Imputed Valuation of $10,845,986.98, one had an Imputed Valuation of $10,849,056.58, one had an Imputed Valuation of $10,849,909.58, three had an Imputed Valuation of $12,019,230.77, and one had an Imputed Valuation of $15,184,381.78.

[21] Investor Claim Nos. 242, 364, and 1043.

[22] Investor Claim Nos. 435, 560, 895, and 1101.

[23] Investor Claim No. 1092.

[24] Investor Claim Nos. 57 and 310.

[25] Investor Claim Nos. 897, 1209 (two Transfer Agreements), and 1452.

[26] *See* **Exhibit D-7**, attached hereto

[27] *See* **Exhibit D-8**, attached hereto.

9. PwC has received and reviewed copies of the Form 1065 tax return filed by Country Oaks I, LP (the "Country Oaks I Tax Returns") for the tax years 2013 through 2023. The beginning Bates number for each Country Oaks I Tax Return, as well as the name of the tax preparer for each return, is as follows:

Tax Year	Beginning Bates	Named Preparer
2013	LFM-S_00391346	Self-Prepared
2014	LFM-S_00399268	John Eckle
2015	LFM-S_00407869	John Eckle
2016	LFM-S_00417205	John Eckle
2017	LFM-S_00424176	John Eckle
2018	LFM-S_00437193	Kenneth Mattson
2019	LFM-S_00452737	Kenneth Mattson
2020	LFM-S_00464759	Kenneth Mattson
2021	LFM-S_00483121	Kenneth Mattson
2022	LFM-S_00499681	Kenneth Mattson
2023	LFM-S_00525995	Non-Paid Preparer

10. Based on PwC's review of the Country Oaks I Tax Returns, I understand that each of the Country Oaks I Tax Returns reflects that the employer identification number for Country Oaks I, LP is 26-0860694. As stated above, 19 of the 27 Investor Claims filed by Non-Record Country Oaks Investors attached at least one IRS Schedule K-1 related to the Non-Record Country Oaks Investor's asserted partnership interest with respect to an entity identified as "Country Oaks LP" having an employer identification number of 26-0860694.

11. Each of the Country Oaks I Tax Returns includes IRS Schedule K-1s for each record partner (as of that tax year) of Country Oaks I, LP. Based on PwC's review of the Country Oaks I Tax Returns, none of the Non-Record Investor K-1s are included with the Country Oaks I Tax Returns.

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Exhibit E

A. Non-Existent and Unrelated Entities in Investor Claims

1. In reviewing the Investor Claims, PwC has noted numerous instances in which investors have asserted an interest in an Entity that, according to the records of the California Secretary of State, either (a) does not exist or (b) does exist, but is unrelated to the LFM Debtors and KSMP. Three such examples, as set forth below, relate to "Fulton Village Partners, LLC", "Comstock Building Partners", and "Rivertree, L.P."[1]

2. *"Fulton Village Partners, LLC"*. PwC has identified at least nine Investor Claims that include Investor Claim Attachments that reference "Fulton Village Partners, LLC." Each of these Investor Claims assert an interest in 1319 Fulton Avenue, Sacramento, CA ("Fulton Square"). Specifically, (i) certain Investor Claims attach a Transfer Agreement that relates to "that certain Agreement of Partners of Fulton Village Partners, LLC (1319 Fulton Av, Sacramento, CA)";[2] and (ii) certain Investor Claims attach a document called "Fulton Village Partners, LLC, a California Limited Liability Company, Operating Agreement."[3] I have reviewed a "Certificate of No Record – Limited Liability Company" issued by the California Secretary of State and understand from such document that "no record has been found in the Limited Liability Company files of this office of a California or Foreign Limited Liability Company, active or inactive, of the name: **FULTON VILLAGE PARTNERS, LLC**."[4] I further understand that neither any LFM Debtor nor KSMP has ever held an ownership interest in Fulton Square; rather I understand that (a) Fulton Square is owned and has been owned by members of the Grellas family for decades;[5] (b) on or about June 6,

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[1] Other examples relate to "Country Oaks," as discussed in Exhibit D, "Limited Partners of CERES WEST MHP," "Napa Enterprise Partners," "Commerce Court Partners," "Folsom Village Partners," "Greenhaven Partners," and "Woodcreek Plaza Partners."

[2] *See, e.g.*, Claim No. 1094 at p. 7.

[3] *See, e.g.*, Claim No. 601 at p. 31; Claim No. 944 at p. 6; Claim No. 1042 at p. 47; Claim No. 1056 at p. 8; Claim No. 1309 at p. 19; Claim No. 1339 at p. 8; Claim No. 1604 at p. 8; Claim No. 1817 at p. 457.

[4] *See* **Exhibit E-1**, attached hereto.

[5] *See Declaration of James Grellas Regarding Debtors' Motion for an Order Authorizing Rejection of the Unexpired Fulton Square Ground Lease (Beach Pine, LP)* [Docket No. 673], ¶ 1.

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2012, the Grellas family consented to the assignment of the ground lease for Fulton Square (the "Ground Lease") to KSMP;[6] (c) the Ground Lease was allegedly assigned from KSMP to LFM Debtor Beach Pine LP;[7] and (d) the Ground Lease was rejected in the LFM Debtors' chapter 11 cases.[8] Nonetheless, certain of the Investor Claims state that some investors believed that Fulton Square was owned by "Fulton Village Partners, LLC."[9]

3. *"Comstock Building Partners"*. PwC has identified at least 15 Investor Claims that include Investor Claim Attachments that reference "Comstock Building Partners," or some variation thereof (collectively, the "Comstock Investor Claims"). Each of these Investor Claims appear to assert an interest in 8340 – 8350 Auburn Blvd., Citrus Heights, CA (the "Comstock Building"). Specifically, (i) certain Investor Claims attach a Transfer Agreement that relates to "that certain Agreement of the Partners of Comstock Building Partners";[10] and (ii) certain Investor Claims attach a Transfer Agreement that relates to "that certain Agreement of Limited Partners of Comstock Building Partners, L.L.C."[11] I have reviewed a "Certificate of No Record – Limited Liability Company" issued by the California Secretary of State and understand from such document that "no record has been found in the Limited Liability Company files of this office of a California or Foreign Limited Liability Company, active or inactive, of the name: **COMSTOCK BUILDING**

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[6] *Id.* at ¶ 6(g) – (i).

[7] *Id.* at ¶ 6(s) – (x).

[8] *See Order Authorizing Rejection of Unexpired Fulton Square Ground Lease and Granting Other and Related Relief* [Docket No. 785].

[9] *See, e.g.*, Claim No. 1604, at p. 3 ("LL Eandi Trust was informed that Fulton Village Partners, LLC owned 1319 Fulton Avenue, Sacramento, CA 95825."); Claim No. 1817, at p. 17 ("On July 8, 2012, the Trust invested $50,000 through Lefever Mattson in Fulton Village Partners, LLC, which either owned or was going to acquire a strip center located at 1319 – 1361 Fulton Avenue in Sacramento, California.").

[10] *See, e.g.*, Claim No. 262 at p. 22; Claim No. 302 at p. 36; Claim No. 798 at p. 165; Claim No. 824 at p. 33; Claim No. 862 at p. 22; Claim No. 875 at p. 233; Claim No. 885 at p. 84; Claim No. 894 at p. 41; Claim No. 1352 at pp. 47, 48 (copy of "Comstock Building Partners, LLC, A California Limited Liability Company, Operating Agreement"); Claim No. 1728 at p. 17; Claim No. 1826 at p. 14; Claim No. 1828 at pp. 15, 23; Claim No. 1890 at pp. 9, 27.

[11] *See, e.g.*, Claim No. 585 at p. 87; Claim No. 1045 at p. 51.

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PARTNERS, LLC."[12] I have further reviewed a "Certificate of No Record – Limited Partnership" issued by the California Secretary of State and understand from such document that "there is no record in the limited partnership files of this office of a California or Foreign limited partnership, active or inactive, of the name: **COMSTOCK BUILDING PARTNERS, LP**."[13]

4. I have further reviewed Real Property Records for the Comstock Building provided by PSZJ to PwC (the "Comstock Real Property Records"),[14] which Real Property Records reflect that the Comstock Building is owned by tenants in common ("Comstock TICs"), including KSMP not including LFM. Based on PwC's review of the Comstock Real Property Records, only one of the investors who filed Comstock Investor Claims is, or has ever been, a Comstock TIC.[15] Moreover, based on PwC's review of the Comstock Real Property Records, between May 2021 and July 2021, KSMP transferred 17.989% more tenancy in common interests in the Comstock Building than it had to transfer.[16]

5. *"Rivertree, L.P."* PwC has identified Investor Claims that include Investor Claim Attachments that reference "Rivertree, L.P." Specifically, PwC has identified at least 47 Investor Claims that attach a Transfer Agreement that relates to "that certain Agreement of Limited Partners of Rivertree, L.P." (collectively, the "Rivertree Investor Claims").[17] I have reviewed a certified

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[12] *See* **Exhibit E-2**, attached hereto.

[13] *See* **Exhibit E-3**, attached hereto.

[14] A copy of the Comstock Real Property Records is attached hereto as **Exhibit E-4**.

[15] Specifically, the Howard I. Goodwin Living Trust dated 8/11/2009 is, according to the Comstock Real Property Records, a Comstock TIC.

[16] *See* **Exhibit E-5**

[17] *See, e.g.*, Claim No. 177 at p. 5; Claim No. 223 at p. 21; Claim No. 252 at p. 15; Claim No. 260 at p. 14; Claim No. 261 at p. 35; Claim No. 266 at p. 14; Claim No. 357 at p. 12; Claim No. 358 at p. 21; Claim No. 378 at p. 8; Claim No. 417 at p. 32; Claim No. 420 at p. 20; Claim No. 439 at p. 250; Claim No. 473 at p. 13; Claim No. 518 at pp. 16, 21; Claim No. 534 at p. 35; Claim No. 537 at p. 15; Claim No. 557 at p. 6; Claim No. 562 at p. 68; Claim No. 565 at p. 10; Claim No. 574 at p. 13; Claim No. 594 at p. 42; Claim No. 612 at p. 37; Claim No. 617 at p. 14; Claim No. 625 at p. 12; Claim No. 679 at p. 10; Claim No. 745 at p. 175; Claim No. 755 at p. 49; Claim No. 773 at p. 31; Claim No. 791 at pp. 9; Claim No. 810 at p. 58; Claim No. 849 at p. 24; Claim No. 884 at p. 6; Claim No. 894 at p. 33; Claim No. 1011 at p. 20; Claim No. 1057 at p. 40; Claim No. 1073 at p. 33; Claim No. 1096 at p. 15; Claim No. 1126 at p. 17; Claim No. 1136 at p. 6; Claim No. 1338 at p. 8; Claim No. 1467 at p. 27; Claim No. 1710 at p. 13;

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Certificate of Limited Partnership of Rivertree, L.P.[18] which reflects that such entity was formed on December 14, 2012 by Gerald L. Barton and Myrle Janet Barton of Escalon, California. "Rivertree, L.P." is not an LFM Debtor. However, "River Tree Partners, LP" is an LFM Debtor. Only one[19] of the at least 47 investors who asserted Rivertree Investor Claims are listed on the Record Investor List as holding interests in LFM Debtor River Tree Partners, LP.

B. Entities Without Represented Property Interest in Investor Claims

6. In reviewing the Investor Claims, PwC has noted numerous instances in which investors have asserted an interest in an Entity associated with a particular Property, but where such Entity did not, either at the time of the sale or at any time, hold any record interest in such Property. Two such examples, as set forth below, relate to LFM Debtors Ponderosa Pines LP and Bay Tree LP.

7. *Ponderosa Pines LP*. Based on PwC's review of the Investor Claims, it appears that Mr. Mattson obtained investments in LFM Debtor Ponderosa Pines LP, which he represented to investors as holding an interest in real property located as 7456 Foothills Boulevard, Roseville, CA ("7456 Foothills"). Specifically, PwC has identified at least 13 Investor Claims that attach a Transfer Agreement that relates to "that certain Agreement of Ponderosa Pines, LP (7456 Foothills Blvd., Roseville, CA.)"[20] I have reviewed Real Property Records for 7456 Foothills provided by PSZJ to PwC (the "7456 Foothills Property Records").[21] According to the 7456 Foothills Property Records, Ponderosa Pines, LP has never held a recorded interest in 7456 Foothills; rather, (a) KSMP

Claim No. 1734 at p. 18; Claim No. 1748 at p. 7; Claim No. 1830 at p. 48; Claim No. 1841 at p. 15; Claim No. 1896 at pp. 7, 18.

[18] A copy of the Rivertree, L.P. *Certificate of Limited Partnership* is attached hereto as **Exhibit E-6**.

[19] Scott R. and Regina A. Clyde Revocable Trust DTD 10/24/2017.

[20] *See, e.g.*, Claim No. 246 at p. 5; Claim No. 439 at p. 164; Claim No. 603 at p. 103; Claim No. 766 at p. 13; Claim No. 790 at p. 41; Claim No. 858 at p. 263; Claim No. 1072 at p. 25; Claim No. 1311 at p. 14; Claim No. 1556 at p. 15; Claim No. 1720 at p. 8; Claim No. 1727 at p. 22; Claim No. 1734 at p. 42; Claim No. 1840 at p. 534.

[21] A copy of the 7456 Foothills Property Records is attached hereto as **Exhibit E-7**.

acquired 7456 Foothills on or about November 25, 2014;[22] (b) between December 1, 2014 and December 31, 2017, KSMP deeded a total of 88.09% of its ownership interest 7456 Foothills to 12 different tenants in common (none of which were Ponderosa Pines, LP);[23] (c) by *Grant Deeds* dated February 21, 2018 and recorded on April 9, 2018, each of the then-tenants in common deeded their interests in 7456 Foothills to Windtree, LP;[24] (d) by *Grant Deed* dated March 23, 2018 and recorded April 9, 2018, Windtree, LP deeded its interest in 7456 Foothills to Black Walnut LP;[25] and (e) by *Grant Deed* dated November 10, 2022 and recorded August 17, 2023, Black Walnut LP deeded its interests in 7456 Foothills to Windscape Apartments, LLC.[26]

8. *Bay Tree LP*. Based on PwC's review of the Investor Claims, it appears that Mr. Mattson obtained investments in LFM Debtor Bay Tree LP, which he represented to investors as holding an interest in real property located as 860 Charter Way, Redwood City, CA ("860 Charter"). Specifically, PwC has identified at least 28 Investor Claims that attach a Transfer Agreement that relates to "that certain Agreement of Partners of Bay Tree LP (860 Charter Wy., Redwood City, CA)."[27] I have reviewed Real Property Records for 860 Charter provided by PSZJ to PwC (the "860 Charter Property Records").[28] According to the 860 Charter Records, Bay Tree LP has never held

[22] *See* 7456 Foothills Property Records at pp. 286 – 290.

[23] *Id.* at pp. 291 – 300; 305 – 328.

[24] *Id.* at pp. 329 – 370.

[25] *Id.* at pp. 371 – 372.

[26] *Id.* at pp. 1 – 3.

[27] *See, e.g.*, Claim No. 243 at p. 5; Claim No. 254 at p. 10; Claim No. 267 at p. 16; Claim No.272 at p. 16; Claim No. 302 at p. 63; Claim No. 304 at p. 22; Claim No. 305 at p. 42; Claim No. 336 at p. 21; Claim No. 348 at p. 16; Claim No. 373 at p. 19; Claim No. 516 at pp. 10, 16; Claim No. 541 at p. 14; Claim No. 807 at p. 125; Claim No. 810 at p. 12; Claim No. 844 at p. 15; Claim No. 862 at p. 14; Claim No. 880 at p. 23; Claim No. 915 at p. 80; Claim No. 1124 at p. 40; Claim No. 1209 at p. 47; Claim No. 1310 at p. 14; Claim No. 1320 at p. 14; Claim No. 1372 at pp. 43, 49; Claim No. 1615 at p. 20; Claim No. 1654 at p. 146; Claim No. 1727 at pp. 10, 16; Claim No. 1734 at p. 36; Claim No. 1830 at p. 32; Claim No. 1840 at p. 542.

[28] A copy of the 860 Charter Property Records is attached hereto as **Exhibit E-8**.

a recorded interest in 860 Charter; rather, KSMP acquired 860 Charter on or about April 4, 2012[29] and sold 860 Charter on or about November 15, 2017.[30]

[29] *See* 860 Charter Property Records at pp. 11 – 12.

[30] *Id.* at pp. 59 – 61.

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EXHIBIT A.
Kristin Rivera Curriculum Vitae

Kristin D. Rivera

Position	Partner, Investigations & Forensics PricewaterhouseCoopers Advisory Services LLC
Professional & Business History	PwC: Partner, 2006 to present PwC: Director, 2002 to 2006 Arthur Andersen: 1994 to 2002
Range of Experience	Provided forensic accounting, investigative services and dispute resolution services in more than 500 engagements alleging misconduct including earnings management, revenue or expense manipulation, fraudulent financial reporting, alleged violations of the Foreign Corrupt Practices Act (FCPA). Frequent author and speaker on the topics of misconduct, investigations and fraud. Participated in development of fraud standards in conjunction with the Centre for Audit Quality (CAQ) Anti-Fraud Working Group and the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
Selected Specific Experiences	Internal corporate investigation services in anticipation of or in response to formal and informal SEC, DOJ and other regulatory agency investigations and whistleblower allegations, including work for companies, their auditors and/or counsel in technology, real estate, health, utilities and manufacturing. Arbitration and dispute resolution services have included the resolution of post-acquisition and other business disputes in technology, real estate and manufacturing industries. Forensic accounting and fraud services to hundreds of U.S. and global companies across technology, real estate, health, utilities, energy, financial services, professional services, retail, communications and manufacturing. Formal and informal testimony in matters involving fraudulent misrepresentation of financial information, misappropriation of assets, breach of fiduciary obligation, theft, fraud and other similar allegations, which depended upon the recovery and analysis of financial, accounting, human resource, and operational data.
Professional Affiliations	American Institute of Certified Public Accountants (AICPA)- Member Association of Certified Fraud Examiners - Member California Society of Certified Public Accountants - Member Colorado Society of Certified Public Accountants - Member
Education & Professional Certifications	B.A., Economics/Accounting, Scripps College, Claremont, California Certified Public Accountant, Colorado (1999) Certified Public Accountant, California (2003) Certified Fraud Examiner (2009) Certified in Financial Forensics (AICPA)

Testimony Experience

Testified at trial as accounting expert in a post-acquisition dispute alleging fraudulent misrepresentation of financial information referenced in purchase agreement

Provided testimony before staff of the Energy & Commerce Committee of the United States Congress related to a Congressional Inquiry into alleged misappropriation of assets at Los Alamos National Laboratory

Ruled as arbitrator in post-acquisition dispute between two software companies related to the proper treatment of deferred revenue in accordance with GAAP

Participated in arbitration panel of three accounting experts in a post-acquisition dispute related to the calculation of working capital

Testified at deposition in class action litigation alleging false advertising and the failure to pay customer rebates

Testified at deposition in contract dispute between a consumer product manufacturer and a former distributor

Testified in arbitration as damage expert in international contract dispute.

Analyzed plaintiff's compliance with contract provisions and rebutted claim for damages in the form of forecasted future profits

Publications

Conducting Fraud Risk Assessments, Institute of Internal Auditors (2024)

Global Economic Crime & Fraud Survey, PwC (2022 ,2020, 2018, 2016)

Global Crisis Survey, PwC (2021, 2019)

Seven Key Actions Business Can Take to Mitigate the Effects of COVID-19, PwC (2020)

Navigate your COVID-19 Response, PwC (2020)

Planning for the Unexpected, PwC (2018)

Are CEOs Less Ethical than in the Past, PwC (2017)

Strategy& CEO Success Study - Ethical lapses and CEO Accountability, PwC (2017)

"The Quarter Close: Business Email Compromise" (September 2015)

"Stop! Did Your Executive Really Request that Wire Transfer?" (July 2015)

"Tips For Maintaining an Effective Whistleblower Hotline" (July 2014)

"Nuisance or Nightmare? Responding to Highly Public Allegations" (June 2014)

Publications (continued)

"Foreign Corrupt Practices Act: The Role of Forensic Accountants" (September 2013)

"Fraud Risk Management Considerations, presented at the CPE Online SEC Hot Topics Conference (11/18/10 and 12/13/10)

"Attacking Fraud and Abuse", presented at the Technology Chief Audit Executive Roundtable (September 2010)

"Finding and Foiling Fraud", presented at the 18th Annual NASPP Conference (September 2010)

"Selecting the Right Investigative Resource", Journal of Accountancy (December 2009)

"Fraud in a Downturn" presented via webinar to more than 1,000 PwC clients and alumni (July 2009)

"Accounting Standards Setters- What Are They Up To?" presented to Fenwick and West (June 2009)

"The SEC, Delaware and U.S. Supreme Court: Liability of Directors and Their Advisors" presented at Director's Roundtable Conference (November 2007 and December 2007).

"The General Counsel's Role and Obligations Regarding Audit Committees" presented at Northwestern University conference (December 2007).

"Conducting Due Diligence on Business Partners and Agents" presented at the FCPA Bootcamp Conference (June 2006).

"How to Implement a System to Sustain Ethical Behavior" presented at the Ethics and Financial Reporting Conference (April 2004).

"Fraud and Internal Controls in the Stock Plan Administration Department" presented to the National Association of Stock Plan Administrators (November 2003).

"Financial Statement Fraud and Internal Corporate Investigations" presented to the Nevada Bar Association (April 2003).

"The Sarbanes-Oxley Act of 2002: The Case for Immediate Attention to Internal Controls and Procedures" presented to the Chief Legal Officers Round Table (February 2003).

EXHIBIT B.
Filed Under Seal

EXHIBIT C.
Filed Under Seal

EXHIBIT D
Redacted

Exhibit D

A. Relevant Background

1. As reflected on the *Limited Liability Company Articles of Organization* filed with the Secretary of State of the State of California, File # 200725010242 (the "Country Oaks Articles of Organization"),[1] Country Oaks, LLC was formed as a California limited liability company on September 5, 2007.

2. As shown on the *Grant Deed* dated September 21, 2007 and recorded with the Official Records of the Santa Barbara County, California Clerk-Recorder on September 28, 2007, File # 2007-0070058 (the "2007 Grant Deed"),[2] 16 parties (collectively, the "Original Country Oaks TICs") purchased real property located at 333 East Enos Drive, Santa Maria, California (the "Country Oaks Apartments") from KW Santa Maria LLC. The Original Country Oaks TICs reflected on the 2007 Grant Deed include "LeFever Mattson Corporation, a California Corporation, as to an undivided 11.448% interest" and "Country Oaks, LLC, a California Limited Liability Company, as to an undivided 47.737% interest"; neither KSMP nor Mr. Mattson are reflected in the 2007 Grant Deed as being an Original Country Oaks TIC.

3. The Real Property Records associated with the Country Oaks Apartments provided to PwC by PSZJ reflect that: (a) between September 28, 2007 and August 9, 2016, the record owners of the Country Oaks Apartments were the Original Country Oaks TICs or their assignees;[3] (b) between September 28, 2007 and August 9, 2016, neither KSMP nor Mr. Mattson were a record owner of the Country Oaks Apartments;[4] (c) by *Grant Deeds* dated August 3, 2016 and recorded with the Official Records of the Santa Barbara County, California Clerk-Recorder on September 9,

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[1] A certified copy of the Country Oaks Articles of Organization is attached hereto as **Exhibit D-1**.

[2] Attached hereto as **Exhibit D-2** are the Real Property Records associated with the Country Oaks Apartments (the "Country Oaks Property Records"), which were provided to PwC by PSZJ. The 2007 Grant Deed is found on pages 8 to 10 of the Country Oaks Property Records.

[3] *See* Country Oaks Property Records at pp. 8 – 53.

[4] *See id*.

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2016,[5] each of the then-record owners of the Country Oaks Apartments deeded each of their record interests therein to "River Tree Partners LP, A California Limited Partnership"; and (d) by *Grant Deed* dated August 30, 2016 and recorded with the Official Records of the Santa Barbara County, California Clerk-Recorder on September 9, 2016, River Tree Partners LP deeded its record interest in the Country Oaks Apartments to 333 East Enos Drive Owner LLC.[6]

4. As reflected on the *Certificate of Limited Partnership - Conversion* filed with the Secretary of State of the State of California, File # 201300700001 (the "Country Oaks I LP Certificate"),[7] on December 19, 2012, Country Oaks, LLC was converted from a California limited liability company to a California limited partnership called "Country Oaks I, LP."

5. I have been provided a copy of a document titled *Limited Partnership Agreement of Country Oaks I, LP, A California Limited Partnership* (the "Country Oaks I LP Agreement").[8] According to the Country Oaks I LP Agreement, the "Initial Partners" of Country Oaks I, LP are "those Persons whose names are set forth in Exhibit A, attached."[9] Schedule A to the Country Oaks I LP Agreement lists 22 Initial Partners of Country Oaks I, LP; neither KSMP nor Mr. Mattson are reflected in Schedule A as being an Initial Partner.[10] The Country Oaks I LP Agreement appears to be signed by each of the Initial Partners of Country Oaks I, LP;[11] Mr. Mattson appears to have signed the Country Oaks I LP Agreement twice.[12]

6. I have been provided a copy of a document titled *Amended and Restated Limited Partnership Agreement of Country Oaks I, LP, A California Limited Partnership* (the "A&R

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[5] *See* Country Oaks Property Records at pp. 54 – 112.

[6] *See* Country Oaks Property Records at pp. 113 – 115.

[7] A copy of the Country Oaks I LP Certificate is attached hereto as **Exhibit D-3**.

[8] A copy of the Country Oaks I LP Agreement is attached hereto as **Exhibit D-4**.

[9] *Country Oaks I LP Agreement* at § 1.12, LM_00000797.

[10] *Id.* at LM_00000822.

[11] *Id.* at LM_00000830 – 852.

[12] *Id.* at LM_00000840 – 841.

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Country Oaks I LP Agreement"),[13] which states that it is "effective as of August 10, 2016."[14] According to the A&R Country Oaks I LP Agreement, the "Initial Partners" of Country Oaks I, LP are "those Persons whose names are set forth in Exhibit A, attached."[15] Schedule A to the A&R Country Oaks I LP Agreement, which indicates that it was "updated 9/30/2015," lists 34 Initial Partners of Country Oaks I, LP; KSMP is listed as holding a 1.347% interest in the Country Oaks Apartments.[16] The A&R Country Oaks I LP Agreement appears to be signed by each of the then-Initial Partners of Country Oaks I, LP;[17] Mr. Mattson appears to have signed the A&R Country Oaks I LP Agreement twice.[18]

B. Analysis of Non-Record Country Oaks Investors' Investor Claims

7. I understand that the partners of Country Oaks I, LP as of the Petition Date, according to the LFM Debtors' books and records (the "Record Country Oaks Investors"), are found on page 4 of the Record Investor List. The Record Investor List reflects that, as of the Petition Date, KSMP held a 3.117% partnership interest in Country Oaks I, LP.[19] In reviewing the filed Investor Claims, PwC has identified at least 27 investors that have asserted holding a limited partnership interest in Country Oaks I, LP that are not Record Country Oaks Investors (the "Non-Record Country Oaks Investors"). Attached hereto as **Exhibit D-6** is a chart summarizing certain information contained within the Investor Claims of the Non-Record Country Oaks Investors (the "Country Oaks Summary Chart"). Specifically:

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[13] A copy of the A&R Country Oaks I LP Agreement is attached hereto as **Exhibit D-5**.

[14] *A&R Country Oaks LP Agreement* at LM_000675.

[15] *Id.* at § 1.13, LM_00000667.

[16] *Id.* at LM_00000732.

[17] *Id.* at LM_00000705 – 730.

[18] *Id.* at LM_00000714, 717.

[19] KSMP holding a 3.117% partnership interest in Country Oaks I, LP (as stated in the Record Investor List) is mathematically consistent with KSMP holding a 1.347% interest in the Country Oaks Apartments (as stated in Schedule A to the A&R Country Oaks I LP Agreement) because, as set forth in Schedule A to the A&R Country Oaks I LP Agreement, Country Oaks I, LP held a 43.213% tenant in common interest in the Country Oaks Apartments.

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a. [redacted]

b. [redacted]

8. I note the following with respect to the Investor Claims filed by Non-Record Country Oaks Investors, as set forth on the Country Oaks Summary Chart:

a. [redacted]

b. [redacted]

[20] [redacted]

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[redacted] Further, based on certifications from the California Secretary of State, I understand that no entity called either "Country Oaks LP" or "Country Oaks Partners LP" has ever been registered with the California Secretary of State[26] and an entity called "Country Oaks Partners, LLC" has been registered with the California Secretary of State but appears to be associated with a "skilled nursing facility" in Southern California that is unrelated to the LFM Debtors, KSMP, or Mr. Mattson.[27]

c. [redacted]

[21] [redacted]

[22] [redacted]

[23] [redacted]

[24] [redacted]

[25] [redacted]

[26] *See* **Exhibit D-7**, attached hereto

[27] *See* **Exhibit D-8**, attached hereto.

9. PwC has received and reviewed copies of the Form 1065 tax return filed by Country Oaks I, LP (the "Country Oaks I Tax Returns") for the tax years 2013 through 2023. The beginning Bates number for each Country Oaks I Tax Return, as well as the name of the tax preparer for each return, is as follows:

Tax Year	Beginning Bates	Named Preparer
2013	LFM-S_00391346	Self-Prepared
2014	LFM-S_00399268	John Eckle
2015	LFM-S_00407869	John Eckle
2016	LFM-S_00417205	John Eckle
2017	LFM-S_00424176	John Eckle
2018	LFM-S_00437193	Kenneth Mattson
2019	LFM-S_00452737	Kenneth Mattson
2020	LFM-S_00464759	Kenneth Mattson
2021	LFM-S_00483121	Kenneth Mattson
2022	LFM-S_00499681	Kenneth Mattson
2023	LFM-S_00525995	Non-Paid Preparer

10. Based on PwC's review of the Country Oaks I Tax Returns, I understand that each of the Country Oaks I Tax Returns reflects that the employer identification number for Country Oaks I, LP is [redacted]

11. Each of the Country Oaks I Tax Returns includes IRS Schedule K-1s for each record partner (as of that tax year) of Country Oaks I, LP. [redacted]

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EXHIBIT D-1.
Country Oaks Articles

200725010242

LLC-1 File # _____

State of California
Secretary of State

LIMITED LIABILITY COMPANY ARTICLES OF ORGANIZATION

A $70.00 filing fee must accompany this form.

IMPORTANT – Read instructions before completing this form.

FILED
In the office of the Secretary of State
of the State of California

SEP 0 5 2007

This Space For Filing Use Only

ENTITY NAME (End the name with the words "Limited Liability Company," or the abbreviations "LLC" or "L.L.C." The words "Limited" and "Company" may be abbreviated to "Ltd." and "Co.," respectively.)

1. NAME OF LIMITED LIABILITY COMPANY

Country Oaks, LLC

PURPOSE (The following statement is required by statute and should not be altered.)

2. 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 BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT.

INITIAL AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and both Items 3 and 4 must be completed. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 3 must be completed (leave Item 4 blank).

3. NAME OF INITIAL AGENT FOR SERVICE OF PROCESS

Timothy LeFever, Esq.

4. IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA	CITY	STATE	ZIP CODE
6359 Auburn Boulevard, Suite B	Citrus Heights	CA	95621

MANAGEMENT (Check only one)

5. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY:

- [x] ONE MANAGER
- [ ] MORE THAN ONE MANAGER
- [ ] ALL LIMITED LIABILITY COMPANY MEMBER(S)

ADDITIONAL INFORMATION

8. ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.

EXECUTION

7 I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED

September 5, 2007
DATE

SIGNATURE OF ORGANIZER

Annette Mathai-Jackson
TYPE OR PRINT NAME OF ORGANIZER

LLC-1 (REV 04/2007) APPROVED BY SECRETARY OF STATE

I hereby certify that the foregoing transcript of 1 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

OCT 04 2011

Date:

DEBRA BOWEN, Secretary of State

EXHIBIT D-2.
Country Oaks Property Records

Search Results Page: Secured Parcel Number

Property	Property Type	Current Property Address	Property Remarks	Favorites	Total Due
128-066-010	Secured	333 EAST ENOS DR SANTA MARIA CA 93454	None	Add	$341,926.00

Bills | Taxes & Values

Bill Menu	Date	Year	Property Address	First Installment	Second Installment
Unpaid Bills, Partially Paid Bills and Bills with Pending Payments					
2024-1102158 Secured Menu	09/10/2024	2024	333 EAST ENOS DR SANTA MARIA CA 93454	Paid $341,926.00 on 12/10/2024	Click to Pay $341,926.00 by 04/10/2025
Paid Bills					
2023-1102282 Secured Menu	09/07/2023	2023	333 EAST ENOS DR SANTA MARIA CA 93454	Paid $335,868.22 on 12/07/2023	Paid $335,868.22 on 04/02/2024
2022-1102348 Secured Menu	09/13/2022	2022	333 EAST ENOS DR SANTA MARIA CA 93454	Paid $330,485.30 on 12/05/2022	Paid $330,485.30 on 04/03/2023
2021-1102398 Secured Menu	09/15/2021	2021	333 EAST ENOS DR SANTA MARIA CA 93454	Paid $321,502.76 on 12/02/2021	Paid $321,502.76 on 04/04/2022
2021-4006104 Supplemental Menu	08/16/2021	2020	333 EAST ENOS DR SANTA MARIA CA 93454	Paid $47,980.54 on 11/07/2021	Paid $47,980.54 on 03/29/2022
2020-1102475 Secured Menu	09/14/2020	2020	333 EAST ENOS DR SANTA MARIA CA 93454	Paid $229,239.33 on 12/01/2020	Paid $229,239.33 on 04/07/2021
2019-1102574 Secured Menu	09/16/2019	2019	333 EAST ENOS DR SANTA MARIA CA 93454	Paid $226,461.90 on 11/20/2019	Paid $226,461.90 on 03/31/2020
2018-4011101 Supplemental Menu	04/17/2019	2017	333 EAST ENOS DR SANTA MARIA CA 93454	Paid $8.43 with penalty on 10/17/2019	Paid $7.67 on 10/17/2019
2018-4004752 Supplemental Menu	04/17/2019	2018	333 EAST ENOS DR SANTA MARIA CA 93454	Paid $49.18 with penalty on 10/17/2019	Paid $44.71 on 10/17/2019
2018-1102726 Secured Menu	09/14/2018	2018	333 EAST ENOS DR SANTA MARIA CA 93454	Paid $223,377.49 on 12/06/2018	Paid $223,377.49 on 03/26/2019
2017-1102803 Secured Menu	09/15/2017	2017	333 EAST ENOS DR SANTA MARIA CA 93454	Paid $220,379.39 on 12/11/2017	Paid $220,379.39 on 04/09/2018
2016-4003166 Supplemental Menu	12/27/2016	2016	333 EAST ENOS DR SANTA MARIA CA 93454	Paid $22,126.00 on 01/19/2017	Paid $22,126.00 on 06/08/2017
2016-1102915 Secured Menu	09/21/2016	2016	333 EAST ENOS DR SANTA MARIA CA 93454	Paid $185,771.17 on 12/09/2016	Paid $185,771.17 on 04/10/2017
2015-1102999 Secured Menu	09/21/2015	2015	333 EAST ENOS DR SANTA MARIA CA 93454	Paid $177,060.33 on 12/10/2015	Paid $177,060.33 on 04/10/2016
2014-1103140 Secured Menu	10/01/2014	2014	333 EAST ENOS DR SANTA MARIA CA 93454	Paid $157,940.01 on 12/10/2014	Paid $157,940.01 on 04/10/2015
2010-3-05407865-00 Supplemental Menu	10/04/2013	2010	333 EAST ENOS DR SANTA MARIA CA 93454	Paid $48.58 on 12/10/2013	Paid $48.58 on 04/10/2014
2013-1-12806610-00 Secured Menu	10/01/2013	2013	333 EAST ENOS DR SANTA MARIA CA 93454	Paid $150,874.10 on 12/10/2013	Paid $150,874.10 on 04/10/2014
2012-1-12806610-00 Secured Menu	10/01/2012	2012	333 EAST ENOS DR SANTA MARIA CA 93454	Paid $150,575.17 on 12/10/2012	Paid $150,575.17 on 04/10/2013
2011-1-12806610-00 Secured Menu	10/01/2011	2011	333 EAST ENOS DR SANTA MARIA CA 93454	Paid $176,579.42 on 12/10/2011	Paid $120,908.97 on 04/10/2012
2010-1-12806610-00 Secured Menu	10/01/2010	2010	333 EAST ENOS DR SANTA MARIA CA 93454	Paid $174,616.48 on 12/10/2010	Paid $174,616.48 on 04/10/2011
2009-1-12806610-00 Secured Menu	10/01/2009	2009	333 EAST ENOS DR SANTA MARIA CA 93454	Paid $174,371.77 on 12/10/2009	Delinquent amount $191,838.94 added to Paid Redemption Plan 00001

2007-3-05347194-00 Redemption (00001) Menu	07/01/2009	2007	333 EAST ENOS DR SANTA MARIA CA 93454	Paid $325,824.75 with penalty on 04/10/2015	None
2008-1-12806610-00 Secured Menu	10/01/2008	2008	333 EAST ENOS DR SANTA MARIA CA 93454	Paid $170,987.71 on 12/10/2008	Paid $170,987.71 on 04/10/2009
2007-3-05347194-00 Supplemental Menu	06/06/2008	2007	333 EAST ENOS DR SANTA MARIA CA 93454	Delinquent amount $13,580.35 added to Paid Redemption Plan 00001	Delinquent amount $13,600.35 added to Paid Redemption Plan 00001
2007-1-12806610-00 Secured Menu	10/01/2007	2007	333 EAST ENOS DR SANTA MARIA CA 93454	Paid $135,714.56 on 12/10/2007	Paid $135,714.56 on 04/10/2008
2006-1-12806610-00 Secured Menu	10/01/2006	2006	333 EAST ENOS DR SANTA MARIA CA 93454	Paid $132,851.45 on 11/13/2006	Paid $132,851.45 on 04/10/2007
2005-3-05323903-00 Supplemental Menu	05/05/2006	2005	333 EAST ENOS DR SANTA MARIA CA 93454	Paid $37,533.18 on 06/30/2006	Paid $37,533.18 on 10/30/2006
2005-1-12806610-00 Secured Menu	10/01/2005	2005	333 EAST ENOS DR SANTA MARIA CA 93454	Paid $89,383.56 on 11/10/2005	Paid $89,383.56 on 04/10/2006
2004-1-12806610-00 Secured Menu	10/01/2004	2004	333 EAST ENOS DR SANTA MARIA CA 93454	Paid $86,205.83 on 11/23/2004	Paid $86,205.83 on 03/31/2005
2003-1-12806610-00 Secured Menu	10/01/2003	2003	333 EAST ENOS DR SANTA MARIA CA 93454	Paid $66,820.76 on 12/05/2003	Paid $66,820.76 on 03/29/2004
2002-1-12806610-00 Secured Menu	10/01/2002	2002	333 EAST ENOS DR SANTA MARIA CA 93454	Paid $58,012.96 on 12/04/2002	Paid $58,012.96 on 03/26/2003
2001-1-12806610-00 Secured Menu	10/01/2001	2001	333 EAST ENOS DR SANTA MARIA CA 93454	Paid $56,365.99 on 12/07/2001	Paid $56,365.99 on 03/27/2002
2000-1-12806610-00 Secured Menu	10/01/2000	2000	333 EAST ENOS DR SANTA MARIA CA 93454	Paid $51,086.51 on 12/06/2000	Paid $51,086.51 on 03/26/2001

HARRY E. HAGEN, CPA
TREASURER-TAX COLLECTOR
COUNTY OF SANTA BARBARA
FEDERAL TAX ID # 95-6002833

P.O. BOX 579
SANTA BARBARA, CA 93102-0579
(805)568-2920 SANTA BARBARA
(805)346-8330 SANTA MARIA

SECURED 2024-2025 PROPERTY TAX STATEMENT

FOR THE FISCAL YEAR JULY 1, 2024 TO JUNE 30, 2025

PARCEL NUMBER	ASSESSEE ON JANUARY 1, 2024	CORTAC-SUBSCRIBER	BILL NUMBER
128-066-010	INTENTIONALLY OMITTED		20241102158

ADDRESS OF PROPERTY

333 EAST ENOS DR
SANTA MARIA CA 93454

INTENTIONALLY OMITTED

ASSESSED VALUE

LAND/MINERAL RIGHTS	10,930,442
IMPROVEMENTS	49,027,809
PERSONAL PROPERTY	0
GROSS TOTAL	59,958,251
HOMEOWNER'S EXEMPTION	0
OTHER EXEMPTION	0
NET TOTAL	59,958,251

TAX AMOUNTS

BASIC PROPERTY TAX	651,176.59
SPECIAL DISTRICTS	.00
FIXED CHARGES	32,675.41
TOTAL TAX	683,852.00

TAX RATE AREA	TAX RATE PERCENT	DELINQUENT PRIOR YEAR TAXES	FIRST INSTALLMENT	SECOND INSTALLMENT	TOTAL DUE
003000	1.08605	NONE	$341,926.00 DUE NOV 01, 2024 DELINQUENT AFTER DEC 10, 2024	$341,926.00 DUE FEB 01, 2025 DELINQUENT AFTER APR 10, 2025	$683,852.00

TAX DISTRIBUTION BY AGENCY		AMOUNT
BASIC PROPERTY TAXES		
0000 - Basic 1% (Prop 13/AB8) Taxes	805-568-2120	599,582.52
7651 - Santa Maria Bonita Bond 2014-T	805-361-8130	11,044.31
8355 - Santa Maria Jt HS Bond 2004-C	805-922-4573	14,563.86
8356 - Santa Maria Jt HS Bond 2016-H	805-922-4573	13,076.89
9421 - Allan Hancock CC Bond 2006-I	805-922-6966	12,909.01
TOTAL BASIC PROPERTY TAXES		651,176.59
FIXED CHARGES		
2561 - Santa Maria Flood Zn Ben Assmt	805-568-3440	839.00
2571 - SM River Levee Ben Assmt	805-568-3440	228.02
3933 - SM City Imprv Miller St	805-441-8655	28,236.30

TAX DISTRIBUTION BY AGENCY		AMOUNT
5709 - SM Valley Wtr Twitchell Dam	805-925-5212	3,372.09
TOTAL FIXED CHARGES		32,675.41
TOTAL TAXES		683,852.00

2 2024-2025

WHEN PAYING 2nd INSTALLMENT,
RETURN THIS STUB WITH YOUR PAYMENT.

INTENTIONALLY OMITTED
333 EAST ENOS DR
SANTA MARIA CA 93454

10% PENALTY PLUS $30.00 CHARGE MUST BE INCLUDED IF NOT PAID BY 5:00 PM OR U.S. POSTMARKED BY APR 10, 2025

$376,148.60

Check this box for address change on reverse.

DUPLICATE COPY

PAYMENT STUB NUMBER
2024-20241102158-2

PARCEL NUMBER
128-066-010

DELINQUENT PRIOR YEAR TAXES
NONE

1st INSTALLMENT MUST BE PAID BEFORE 2nd INSTALLMENT.

THIS AMOUNT DUE FEB 01, 2025 **$341,926.00**

DELINQUENT AFTER APR 10, 2025

TO PAY TOTAL AMOUNTS OF 1st & 2nd INSTALLMENTS SEND BOTH STUBS.

PAY ONLINE: WWW.SBTAXES.ORG

MAKE PAYMENTS TO:
HARRY E. HAGEN
TREASURER-TAX COLLECTOR
COUNTY OF SANTA BARBARA
P.O. BOX 579
SANTA BARBARA, CA 93102-0579

00022024000020241102158920250410000034192600400000376148607

1 2024-2025

WHEN PAYING 1st INSTALLMENT,
RETURN THIS STUB WITH YOUR PAYMENT.

INTENTIONALLY OMITTED
333 EAST ENOS DR
SANTA MARIA CA 93454

10% PENALTY MUST BE INCLUDED IF NOT PAID BY 5:00 PM OR U.S. POSTMARKED BY DEC 10, 2024

$376,118.60

Check this box for address change on reverse.

FIRST INSTALLMENT PAID

PAYMENT STUB NUMBER
2024-20241102158-1

PARCEL NUMBER
128-066-010

DELINQUENT PRIOR YEAR TAXES
NONE

THIS AMOUNT DUE NOV 01, 2024 **$341,926.00**

DELINQUENT AFTER DEC 10, 2024

TOTAL AMOUNT OF 1ST & 2ND INSTALLMENTS* $683,852.00

***MAIL BOTH STUBS WHEN PAYING TOTAL AMOUNT**

PAY ONLINE: WWW.SBTAXES.ORG

MAKE PAYMENTS TO:
HARRY E. HAGEN
TREASURER-TAX COLLECTOR
COUNTY OF SANTA BARBARA
P.O. BOX 579
SANTA BARBARA, CA 93102-0579

00012024000020241102158920250410000034192600400000376148607

RECORDING REQUESTED BY

Ticor Title Insurance

AND WHEN RECORDED MAIL TO

Name: Lincoln Oaks
Street Address: 10100 Santa Monica Blvd #700
City & State: Los Angeles, CA 90067

MAIL TAX STATEMENTS TO

Name: Same as above
Street Address:
City & State:

H.C. WEHTEL CLERK RECORDER
1984-062247

SANTA BARBARA CO. CA.
1984 NOV 19 AM 11:22

1? 11/19/84 4:00
20 11/19/84 2612.50
10.00

(1)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CAT. NO. NNC0582
TO 1925 CA (2-83)

Individual Grant Deed

THIS FORM FURNISHED BY TICOR TITLE INSURERS

Pcn of A.P.N. 127-190-50 ✓

ALL PTN.

The undersigned grantor(s) declare(s): IMPROVEMENT SURVEY $ 10.00
Documentary transfer tax is $ 2,612.50
(x) computed on full value of property conveyed, or
( ) computed on full value less value of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (x) City of Santa Maria, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

ALEX MADONNA and PHYLLIS MADONNA, husband and wife

hereby GRANT(S) to

LINCOLN OAKS, a California Limited Partnership

the following described real property in the County of Santa Barbara, State of California:

Parcel B of Castle Parcel Map, Tract 5420, in the City of Santa Maria, County of Santa Barbara, State of California, as per map recorded in Book 34, pages 33 and 34 of Parcel Maps, in the office of the County Recorder of said County.

RESERVING unto Grantors all oil, gas, water and mineral rights below the depth of 500 feet with no right to surface entry.

Dated: November 12, 1984

Alex Madonna

Phyllis Madonna

STATE OF CALIFORNIA
COUNTY OF San Luis Obispo } ss.

On November 14, 1984 before me, the undersigned, a Notary Public in and for said State, personally appeared ALEX MADONNA AND PHYLLIS MADONNA personally known to me or proved to me on the basis of satisfactory evidence to be the person s whose name s subscribed to the within instrument and acknowledged that they executed the same.
WITNESS my hand and official seal.

Signature Doris E. Skow

OFFICIAL SEAL
DORIS E. SKOW
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
SAN LUIS OBISPO COUNTY
My Commission Expires July 26, 1985

(This area for official notarial seal)

Title Order No. _____ Escrow or Loan No. _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

END OF DOCUMENT

RECORDING REQUESTED BY
LAWYERS TITLE

04401004

RECORDING REQUESTED BY &
WHEN RECORDED, MAIL THIS DEED
AND TAX STATEMENTS TO:

K-W Properties
9601 Wilshire Boulevard
Suite 220
Beverly Hills, CA 90210
Attn: Robert E. Hart

2005-0050770

Recorded	REC FEE	13.00
Official Records	CCI CON	1.00
County Of	PCOR	20.00
SANTA BARBARA	SURVEY	10.00
JOSEPH E. HOLLAND		
Recorder		
	CCD	
08:00AM 01-Jun-2005	Page 1 of 3	

3 SMAIL
CCI SUR UNO PCOR

A.P.N. 128-066-10

MONUMENT SURVEY $10.00

GRANT DEED

Documentary transfer tax is NOT A PUBLIC RECORD/ NOT MADE A PART OF THE PERMANENT RECORD

- ☒ computed on full value of property conveyed, or
- ☐ computed on full value less value of liens and encumbrances remaining at time of sale.
- ☐ Unincorporated area: ☒ City of Santa Maria

TRANSFER TAX NOT MADE PART OF THE PERMANENT RECORD

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

LINCOLN OAKS, a California limited partnership

hereby GRANTS to

KW SANTA MARIA LLC, a California limited liability company

the real property in the City of Santa Maria, County of Santa Barbara, State of California more particularly described in **Exhibit A** attached hereto and incorporated herein:

SUBJECT TO REAL ESTATE TAXES AND OTHER ASSESSMENTS NOT DELINQUENT AND THE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF RECORD

Signature of Grantor

Dated: May 25, 2005

LINCOLN OAKS, a California limited partnership,
By: PMG, Inc., a Texas corporation, Its General Partner

BY: _____
Robert Haskell, President

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On May 25, 2005, before me, Bobbi Rosenquist, a Notary Public, personally appeared ROBERT HASKELL, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Bobbi Rosenquist

BOBBI ROSENQUIST
Commission # 1307971
Notary Public - California
Los Angeles County
My Comm. Expires Jun 29, 2005

Exhibit A

Legal Description

The land referred to herein is situated in the State of California, City of Santa Maria, County of Santa Barbara, and is described as follows:

Parcel B of Castle Parcel Map, Tract 5420, in the City of Santa Maria, County of Santa Barbara, State of California, as per map recorded in Book 34, Pages 33 and 34 of Parcel Maps, in the office of the County Recorder of said County.

Excepting therefrom all oil, gas, water and mineral rights below a depth of 500 feet, with no right of surface entry, as reserved in deed recorded November 19, 1984 as Instrument No. 84-62247 of Official Records.

Assessor's Parcel Number: 128-066-10

RECORDING REQUESTED BY:
Fidelity National Title Company
Escrow No.: 07-**316646**-TG
Locate No.: CAFNT0942-0948-0003-0425100182
Title No.: 07-**425100182**

When Recorded Mail Document and Tax Statement To:
LeFever Mattson
6359 Auburn Blvd., St. B
Citrus Heights, CA 95621

3
SM
SU
ADDIND 3.0C

2007-0070058

Recorded Official Records County of Santa Barbara Joseph E. Holland	REC FEE 13.00 TAX 33275.00 SURVEY MONUMENT 10.00 ADDITIONAL INDEX 3.00 CD
01:15PM 28-Sep-2007	Page 1 of 3

APN: 128-066-10

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MONUMENT SURVEY-$10.00

GRANT DEED

The undersigned grantor(s) declare(s)
Documentary transfer tax is $33,275.00
[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area City of **Santa Maria,**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, KW Santa Maria LLC, a California Limited Liability Company

hereby GRANT(S) to See Attached exhibit "b" for vesting

the following described real property in the City of **Santa Maria,** County of **Santa Barbara,** State of **California:**
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED: September 21, 2007

KW Santa Maria LLC, a California limited liability company
By K-W Properties, a California corporation, its manager

By: Robert E Hart
Robert E. Hart, Vice President

STATE OF CALIFORNIA)
COUNTY OF Los Angeles)
ON 9-24-07 before me,
Sondra Ileene Sweeney, Notary Public
(here insert name and title of the officer), personally appeared Robert E Hart

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

SONDRA ILEENE SWEENEY
COMM. #1718047
Notary Public-California
LOS ANGELES COUNTY
My Comm. Exp. Feb 14, 2011

Witness my hand and official seal.

Signature _____ (Seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Case: 24-10715 Doc# 192-6 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 9 of 168

Escrow No.: 07-316646-TG
Locate No.: CAFNT0942-0948-0003-0425100182
Title No.: 07-425100182

EXHIBIT "A"

Parcel B of Castle Parcel Map, Tract 5420, in the City of Santa Maria, County of Santa Barbara, State of California, as per map recorded in Book 34, Pages 33 and 34 of Parcel Maps, in the Office of the County Recorder of said County.

EXCEPTING THEREFROM all oil, gas, water and mineral rights below the depth of 500 feet, with no right of surface entry, as reserved in Deed recorded November 19, 1984 as Instrument No. 84-62247 of Official Records.

APN: 128-066-10

Exhibit "B"

Vesting

LeFever Mattson Corporation, a California Corporation, as to an undivided 11.448% interest, and Kenneth W. Albers, and Macia A. Albers, husband and wife, as joint tenants as to an undivided 3.343% interest and Howard Hamitlon Balsdon and Dorian Signori Balsdon Trustees of the Balsdon Family Trust dated 9/18/1996, as to an undivided 5.415% interest, and Mariane Dellacort Trustee of the Mariane Dellacort Family Trust dated 02/01/2000, as to an undivided 2.724% interest, Thomas K. Dong and Shirley M. Dong, husband and wife, as joint tenants, as to an undivided 3.030% interest, and Marie Ann Morse, a single woman, as to an undivided 2.669% interest, and Billy R. Riley and Patricia M. Riley Trustees of The Riley 1994 Revocable Trust, as to an undivided 2.418% interest and Richard V. Treakle and Carolyn C. Treakle Trustees of The Treakle Trust dated 08/28/1998, as to an undivided 10.119% interest, and Anne Prisco and Stephen Sergi, husband and wife, as joint tenants, as to an undivided 1.684% interest, and Country Oaks, LLC., a California Limited Liability Company, as to an undivided 47.737% interest, and Craig H. Davis and Kathryn M. Davis, husband and wife, as joint tenants, as to an undivided 1.673% interest, and Janice M. Conrad Trustee of The Janice M. Conrad Living Trust dated 02/23/2006, as to an undivided 1.684% interest, and Januth K. Hayashi and Peter S. Strickland, husband and wife, as joint tenants, as to an undivided 1.347% interest, and Carola P. Gudnason Successor Trustee of The Shorgren Family Trust dated 12/23/1996, as to an undivided 2.689% interest, and Richard Lull and Maureen Lull, husband and wife, as joint tenants, as to an undivided 1.010% interest, and Scott A. Walker and Elizabeth L. Walker Trustees of The Walker Family Living Trust dated 12/15/2006, as to an undivided 1.010% interest

2007-0071451

Recorded Official Records County of Santa Barbara Joseph E. Holland

08:00AM 08-Oct-2007

REC FEE	10.00
TAX	884.95
SURVEY MONUMENT	10.00
NA	
Page 1 of 2	

RECORDING REQUESTED BY:
Fidelity National Title Company
Escrow No.:
Locate No.:
Title No.:

When Recorded Mail Document and Tax Statement To:
LeFever Mattson Property Management
6359 Auburn Blvd. St. B
Citrus Heights, CA 95621

APN: 128-066-10

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MONUMENT SURVEY-$10.00

GRANT DEED

The undersigned grantor(s) declare(s)
Documentary transfer tax is $884.95
[ ] computed on full value of property conveyed, or
[X] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area [X] City of **Santa Maria**,

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LeFever Mattson, Inc., a California Corporation, dealing with their 11.448%

hereby GRANT(S) to Howard Hamilton Balsdon and Dorian Signori Balsdon, Trustees of The Balsdon Family Trust dated 9/18/1996, an undivided 5.415% interest

the following described real property in the City of **Santa Maria**, County of **Santa Barbara**, State of **California**:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED: October 2, 2007

LeFever Mattson, Inc., a California corporation

By: _____
Kenneth W. Mattson, President

STATE OF CALIFORNIA)
COUNTY OF Solano)
ON 10-2-07 before me,
T. Gay notary public
(here insert name and title of the officer), personally appeared Kenneth W. Mattson

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

Witness my hand and official seal.

Signature T. Gay (Seal)

T. GAY
Commission # 1740000
Notary Public - California
Solano County
My Comm. Expires May 14, 2011

ACCOMODATION RECORDING
No Liability as to form, content, or clerical correctness is assumed by Fidelity National Title

MAIL TAX STATEMENTS AS DIRECTED ABOVE

LEGAL DESCRIPTION

EXHIBIT "A"

Parcel B of Castle Parcel Map, Tract 5420, in the City of Santa Maria, County of Santa Barbara, State of California, as per map recorded in Book 34, Pages 33 and 34 of Parcel Maps, in the Office of the County Recorder of said County.

EXCEPTING THEREFROM all oil, gas, water and mineral rights below the depth of 500 feet, with no right of surface entry, as reserved in Deed recorded November 19, 1984 as Instrument No. 84-62247 of Official Records.

APN: 128-066-10

Case: 24-10715 Doc# 192-6 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 13 of 168

RECORDING REQUESTED BY:
Fidelity National Title Company
Escrow No.: 07-316896-TG
Locate No.: CAFNT0942-0948-0003-0425100306
Title No.: 07-425100306

When Recorded Mail Document and Tax Statement To:
Richard W. Lull, Successor Trustee of The Walter Lull Living Trust dated 9/5/96

2 SM SUR

2007-0081592

Recorded Official Records County of Santa Barbara Joseph E. Holland	REC FEE 10.00 TAX 465.85 SURVEY MONUMENT 10.00
08:00AM 29-Nov-2007	NA Page 1 of 2

APN: 128-066-10

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MONUMENT SURVEY-$10.00

GRANT DEED

The undersigned grantor(s) declare(s)
Documentary transfer tax is $465.85
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area City of **Santa Maria,**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LeFever Mattson, Inc., a California Corporation, dealing with their 11.448%

hereby GRANT(S) to Richard W. Lull, Successor Trustee of The Walter Lull Living Trust dated 9/5/96, an undivided 2.851% interest

the following described real property in the City of **Santa Maria**, County of **Santa Barbara**, State of **California:**
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED: November 16, 2007

LeFever Mattson, Inc., a California corporation

By: _____
Kenneth W. Mattson, President

STATE OF CALIFORNIA)
COUNTY OF Solano)
ON Nov. 27, 2007 before me,
M. McGranahan, Notary Public
(here insert name and title of the officer), personally appeared Kenneth W. Mattson

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

Witness my hand and official seal.

Signature _____ (Seal)

ACCOMODATION RECORDING
No Liability as to form, content, or clerical correctness is assumed by Fidelity National Title

M. MCGRANAHAN
COMM. #1664463
Notary Public-California
SOLANO COUNTY
My Comm. Exp. May 6, 2010

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Escrow No.: 07-316896-TG
Locate No.: CAFNT0942-0948-0003-0425100306
Title No.: 07-425100306

EXHIBIT "A"

Parcel B of Castle Parcel Map, Tract 5420, in the City of Snta Maria, County of Santa Barbara, State of California, as per map recorded in Book 34, Pages 33 and 34 of Parcel Maps, in the Office of the County Recorder of said County.

Excepting therefrom all oil, gas, water and mineral rights below the depth of 500 feet, with no right of surface entry, as reserved in Deed recorded November 19, 1984 as Instrucment No. 84-62247 of Official Records.

APN: 128-066-10

RECORDING REQUESTED BY:
Fidelity National Title Company
Escrow No.: 07-316904-TG
Locate No.: CAFNT0942-0948-0003-0425100308
Title No.: 07-425100308-RR

When Recorded Mail Document and Tax Statement To:
Mr. Richard Lyon
3260 McKean Drive
Concord, CA 94518

2 SMAR SUR

2007-0083566

Recorded Official Records County of Santa Barbara Joseph E. Holland	REC FEE	10.00
	TAX	440.00
	SURVEY MONUMENT	10.00
	NA	
08:00AM 10-Dec-2007	Page 1 of 2	

APN: 128-066-10

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

MONUMENT SURVEY..$10.00

The undersigned grantor(s) declare(s)
Documentary transfer tax is $440.00
[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area ✗City of **Santa Maria,**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LeFever Mattson, Inc., a California Corporation, dealing with their 8.597% interest

hereby GRANT(S) to Richard Lyon, a married man as his sole and separate property, as to an undivided 2.694% interest

the following described real property in the City of **Santa Maria**, County of **Santa Barbara**, State of **California:**
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED: December 3, 2007

LeFever Mattson, Inc., a California corporation

By: _____
Kenneth W. Mattson, President

STATE OF CALIFORNIA)
COUNTY OF Solano)
ON 12-4-07 before me,
T. Gay Notary Public
(here insert name and title of the officer), personally appeared Kenneth W. Mattson,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature T. Gay (Seal)

T. GAY
Commission # 1740000
Notary Public - California
Solano County
My Comm. Expires May 14, 2011

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Escrow No.: 07-316646-TG
Locate No.: CAFNT0942-0948-0003-0425100182
Title No.: 07-425100182

EXHIBIT "A"

Parcel B of Castle Parcel Map, Tract 5420, in the City of Santa Maria, County of Santa Barbara, State of California, as per map recorded in Book 34, Pages 33 and 34 of Parcel Maps, in the Office of the County Recorder of said County.

EXCEPTING THEREFROM all oil, gas, water and mineral rights below the depth of 500 feet, with no right of surface entry, as reserved in Deed recorded November 19, 1984 as Instrument No. 84-62247 of Official Records.

APN: 128-066-10

Case: 24-10715 Doc# 192-6 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 17 of 168

2007-0083567

Recorded
Official Records
County of
Santa Barbara
Joseph E. Holland

REC FEE 10.00

08:00AM 10-Dec-2007 | NA
Page 1 of 2

RECORDING REQUESTED BY:
Fidelity National Title Company
Escrow No.: 07-316904-TG
Locate No.: CAFNT0942-0948-0003-0425100308
Title No.: 07-425100308-RR

When Recorded Mail Document and Tax Statement To:
Mr. Richard Lyon
3260 Mckean Drive
Concord, CA 94518

APN: 128-066-10

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s)
Documentary transfer tax is $ 0
[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area City of **Santa Maria,**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Susan D. Lyon, spouse of grantee

hereby GRANT(S) to Richard Lyon, a married man as his sole and separate property

the following described real property in the City of **Santa Maria,** County of **Santa Barbara,** State of **California:**
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF
IT IS THE INTENT OF THE GRANTOR HEREIN TO DIVEST OF ANY INTEREST, COMMUNITY OR OTHERWISE, IN AND TO THE HEREIN DESCRIBED PROPERTY, AND TO VEST TITLE IN THE HEREIN NAMED GRANTEE AS SOLE AND SEPARATE PROPERTY

DATED: December 4, 2007

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA)
ON DEC. 4 2007 Before me,
LIN FLORES, NOTARY PUBLIC
(here insert name and title of the officer), personally appeared SUSAN D. LYON

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

Witness my hand and official seal.

Signature _____ (Seal)

Susan D. Lyon
Susan D. Lyon

LIN FLORES
Commission # 1673369
Notary Public - California
Solano County
My Comm. Expires Jun 8, 2010

707.208.3636

MAIL TAX STATEMENTS AS DIRECTED ABOVE

FD-213 (Rev 7/96)
(grant)(08-07)
GRANT DEED

Escrow No.: 07-316646-TG
Locate No.: CAFNT0942-0948-0003-0425100182
Title No.: 07-425100182

EXHIBIT "A"

Parcel B of Castle Parcel Map, Tract 5420, in the City of Santa Maria, County of Santa Barbara, State of California, as per map recorded in Book 34, Pages 33 and 34 of Parcel Maps, in the Office of the County Recorder of said County.

EXCEPTING THEREFROM all oil, gas, water and mineral rights below the depth of 500 feet, with no right of surface entry, as reserved in Deed recorded November 19, 1984 as Instrument No. 84-62247 of Official Records.

APN: 128-066-10

Case: 24-10715 Doc# 192-6 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 19 of 168

RECORDING REQUESTED BY:
Fidelity National Title Company
Escrow No.: 08-317033-TG
Locate No.:
Title No.:

When Recorded Mail Document and Tax Statement To:
Mary Liang Ogg
6 the Meadow Ct
Redwood City CA
94062

2008-0009349

Recorded Official Records County of Santa Barbara Joseph E. Holland	REC FEE	10.00
	TAX	1320.00
	CD	
08:00AM 21-Feb-2008	Page 1 of 2	

APN: 128-066-10

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s)
Documentary transfer tax is $1,320.00
[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area City of **Santa Maria,**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LeFever Mattson, Inc., a Corporation corporation

hereby GRANT(S) to Mary Liang Ogg, Trustee of The Mary Liang Ogg 2006 Trust dated 11/28/2006, as to an undivided 8.08% interest

the following described real property in the City of **Santa Maria**, County of **Santa Barbara**, State of **California**:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED: February 14, 2008

LeFever Mattson, Inc., a California corporation

By: _____
Kenneth W. Mattson, President

State of California)
County of Solano)

On 2-19-08 before me,
T. Gay, Notary Public
(here insert name and title of the officer), personally appeared
Kenneth W. Mattson,
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 T. Gay (Seal)

T. GAY
Commission # 1740000
Notary Public - California
Solano County
My Comm. Expires May 14, 2011

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Accommodations Recording No liability as to form, content or clerical correctness is assumed by Fidelity National Title

Case: 24-10715 Doc# 192-6 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 20 of 168

Escrow No.: 08-317033-TG
Locate No.:
Title No.:

EXHIBIT "A"

Parcel B of Castle Parcel Map, Tract 5420 in the City of Santa Maria, County of Santa Barbara, State of California, as per map recorded in Book 34, Pages 33 and 34 of Parcel Maps, in the Office of The County Recorder of said County.

Excepting therefrom all oil, gas, water and mineral rights below the depth of 500 feet, with no right of surface entry, as reserved in Deed recorded November 19, 1984 as Instrument No. 84-62247 of Official Records.

APN: 128-066-10

2008-0036457

Recording Requested by:
GEORGE D. HARDISTY, SBN 22703

When Recorded, Mail to:
CAROLA P. GUDNASON
181 Taurus Avenue
Oakland CA 94611

4
CON

Recorded
Official Records
County of
Santa Barbara
Joseph E. Holland

08:02AM 18-Jun-2008

REC FEE 17.00
CONFORMED COPY 1.00
CD
Page 1 of 4

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AFFIDAVIT - DEATH

CAROLA P. GUDNASON, of legal age, being first duly sworn, deposes and says that:

DOROTHY UTZ SHOGREN, the decedent mentioned in the attached certified copy of Certificate of Death, having died on February 9, 2008 - is the same person as **DOROTHY U. SHOGREN**, the Trustor of the **SHOGREN FAMILY TRUST dated December 23, 1996** named in Exhibit "B" attached to that certain Grant Deed dated September 21, 2007 and executed by KW SANTA MARIA LLC, A CALIFORNIA LIMITED LIABILITY COMPANY to **CAROLA P. GUDNASON, Succesor Trustee of the SHOGREN* FAMILY TRUST dated December 23, 1996**, as to an undivided 2.689% interest [see copy of Exhibit "B" attached hereto for entire list of vestors in said property]. Said Deed - recorded September 28, 2007 as document #2007-0070058 in the County of Santa Barbara - describes real property located at the address commonly known as 333 East Enos Drive, Santa Maria, County of Santa Barbara, State of California, which property is more particularly described on Exhibit "A" attached hereto and made a part hereof in full by this reference. AP #128-066-10

AND the affiant declares under penalty of perjury under the laws of the State of California, and signed at Pleasant Hill, California, that the foregoing is true and correct.

Dated: March 27, 2008

Carola P. Gudnason

CAROLA P. GUDNASON

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA)

On March 27, 2008, before me, **GEORGE D. HARDISTY**, Notary Public, personally appeared **CAROLA P. GUDNASON**, 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 capacities, 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 George D. Hardisty (Seal)

GEORGE D. HARDISTY
Commission # 1542364
Notary Public - California
Contra Costa County
My Comm. Expires Feb 5, 2009

*NOTE: **SHOGREN** was misspelled "SHORGREN" in said Deed.

STATE OF CALIFORNIA
CERTIFICATION OF VITAL RECORD

ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY
PUBLIC HEALTH DEPARTMENT

CERTIFICATE OF DEATH — STATE OF CALIFORNIA — USE BLACK INK ONLY / NO ERASURES, WHITEOUTS OR ALTERATIONS — VS-11 (REV. 1/94)

STATE FILE NUMBER: 3200801001099 — LOCAL REGISTRATION NUMBER:

DECEDENT'S PERSONAL DATA

1. NAME OF DECEDENT — FIRST (Given)	2. MIDDLE	3. LAST (Family)
DOROTHY	UTZ	SHOGREN

AKA: ALSO KNOWN AS — Include 1st AKA (FIRST, MIDDLE, LAST)

4. DATE OF BIRTH mm/dd/ccyy	5. AGE Yrs.	IF UNDER ONE YEAR: Months / Days	IF UNDER 24 HOURS: Hours / Minutes	6. SEX
02/26/1920	87			F

8. BIRTH STATE/FOREIGN COUNTRY	10. SOCIAL SECURITY NUMBER	11. EVER IN U.S. ARMED FORCES?	12. MARITAL STATUS (at Time of Death)	7. DATE OF DEATH mm/dd/ccyy	9. HOUR (24 Hours)
OR	546-36-5466	☐ YES ☒ NO ☐ UNK	WIDOWED	02/09/2008	1735

13. EDUCATION — Highest Level/Degree (see worksheet on back)	14/15. WAS DECEDENT HISPANIC/LATINO/A/SPANISH? (If yes, see worksheet on back.)	16. DECEDENT'S RACE — Up to 3 races may be listed (see worksheet on back)
SOME COLLEGE	☐ YES ☒ NO	WHITE

17. USUAL OCCUPATION — Type of work for most of life. DO NOT USE RETIRED	18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.)	19. YEARS IN OCCUPATION
CLERK	COUNTY GOVERNMENT	4

USUAL RESIDENCE

20. DECEDENT'S RESIDENCE (Street and number or location)				
2361 E 29TH ST				
21. CITY	**22. COUNTY/PROVINCE**	**23. ZIP CODE**	**24. YEARS IN COUNTY**	**25. STATE/FOREIGN COUNTRY**
OAKLAND	ALAMEDA	94606	85	CA

INFORMANT

26. INFORMANT'S NAME, RELATIONSHIP	27. INFORMANT'S MAILING ADDRESS (Street and number or rural route number, city or town, state, ZIP)
CAROLA GUDNASON, DAUGHTER	181 TAURUS AVENUE, OAKLAND, CA 94611

SPOUSE AND PARENT INFORMATION

28. NAME OF SURVIVING SPOUSE — FIRST	29. MIDDLE	30. LAST (Maiden Name)	
31. NAME OF FATHER — FIRST	**32. MIDDLE**	**33. LAST**	**34. BIRTH STATE**
C	FREDERICK	UTZ	MO
35. NAME OF MOTHER — FIRST	**36. MIDDLE**	**37. LAST (Maiden)**	**38. BIRTH STATE**
LUCY		LOPES	HI

FUNERAL DIRECTOR / LOCAL REGISTRAR

39. DISPOSITION DATE mm/dd/ccyy	40. PLACE OF FINAL DISPOSITION	
02/25/2008	CHAPEL OF THE CHIMES	2601 SANTA ROSA AVENUE, SANTA ROSA, CA 95407

41. TYPE OF DISPOSITION(S)	42. SIGNATURE OF EMBALMER	43. LICENSE NUMBER
CREMATION/ BURIAL	NOT EMBALMED	

44. NAME OF FUNERAL ESTABLISHMENT	45. LICENSE NUMBER	46. SIGNATURE OF LOCAL REGISTRAR	47. DATE mm/dd/ccyy
PACIFIC INTERMENT SERVICE	FD1506	ANTHONY ITON, M.D.	02/14/2008

PLACE OF DEATH

101. PLACE OF DEATH	102. IF HOSPITAL, SPECIFY ONE	103. IF OTHER THAN HOSPITAL, SPECIFY ONE	
SALEM LUTHERAN CARE HOME	☐ IP ☐ Emrgncy ☐ DOA	☐ Hospice ☒ Nursing Home/SNF/ICF ☐ Decedent's Home ☐ Other	
104. COUNTY	**105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number or location)**	**106. CITY**	
ALAMEDA	2361 E 29TH STREET	OAKLAND	

CAUSE OF DEATH

107. CAUSE OF DEATH — Enter the chain of events — diseases, injuries, or complications — that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE.

		Time Interval Between Onset and Death	108. DEATH REPORTED TO CORONER?
IMMEDIATE CAUSE (Final disease or condition resulting in death) →	PNEUMONIA	(a) 2 WKS	☐ YES ☒ NO
Sequentially list conditions, if any, leading to cause on Line A. Enter UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST	(b)	(b)	109. BIOPSY PERFORMED? ☐ YES ☒ NO
	(c)	(c)	110. AUTOPSY PERFORMED? ☐ YES ☒ NO
	(d)	(d)	111. USED IN DETERMINING CAUSE? ☐ YES ☐ NO

112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107: CHRONIC OBSTRUCTIVE PULMONARY DISEASE

113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date.): NO

113A. IF FEMALE, PREGNANT IN LAST YEAR? ☐ YES ☒ NO ☐ UNK

PHYSICIAN'S CERTIFICATION

114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.	115. SIGNATURE AND TITLE OF CERTIFIER	116. LICENSE NUMBER	117. DATE mm/dd/ccyy
Decedent Attended Since — Decedent Last Seen Alive	SUSAN BARBARA LONDERVILLE M.D.	G071492	02/13/2008
(a) mm/dd/ccyy: --/--/1999 — (b) mm/dd/ccyy: 01/29/2008	118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE: SUSAN BARBARA LONDERVILLE M.D. 1546 LA LOMA AVENUE, BERKELEY, CA 94708		

119. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED. MANNER OF DEATH: ☐ Natural ☐ Accident ☐ Homicide ☐ Suicide ☐ Pending Investigation ☐ Could not be determined

120. INJURED AT WORK?	121. INJURY DATE mm/dd/ccyy	122. HOUR (24 Hours)
☐ YES ☐ NO ☐ UNK		

CORONER'S USE ONLY

123. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)

124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)

125. LOCATION OF INJURY (Street and number, or location, and city, and ZIP)

126. SIGNATURE OF CORONER / DEPUTY CORONER	127. DATE mm/dd/ccyy	128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER

STATE REGISTRAR	A	B	C	D	E	FAX AUTH #

"012008000731361"

000643057

CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA } SS
COUNTY OF ALAMEDA }

This is a true and exact reproduction of the document officially registered and filed with the Alameda County Health Care Services Agency.

DATE ISSUED: 02/21/2008

M.D.
HEALTH OFFICER AND LOCAL REGISTRAR
ALAMEDA COUNTY, CALIFORNIA

This copy not valid unless prepared on engraved border displaying date and signature of Registrar.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

EXHIBIT "A"

Real property located at: 333 E. Enos Dr, Santa Maria, CA 93954 [County of Santa Barbara]
AP #128-066-10

Parcel B of Castle Parcel Map, Tract 5420, in the City of Santa Maria, County of Santa Barbara, State of California, as per map recorded in Book 34, Pages 33 and 34 of Parcel Maps, in the Office of the County Recorder of said County.

EXCEPTING THEREFROM all oil, gas, water and mineral rights below the depth of 500 feet, with no right of surface entry, as reserved in Deed recorded November 19, 1984 as Instrument No. 84-62247 of Official Records.

END OF DOCUMENT

EXHIBIT "B"

Vesting

LeFever Mattson Corporation, a California Corporation, as to an undivided 11.448% interest, and Kenneth W. Albers, and Macia A. Albers, husband and wife, as joint tenants as to an undivided 3.343% interest and Howard Hamilton Balsdon and Dorian Signod Balsdon Trustees of the Balsdon Family Trust dated 9/18/1996, as to an undivided 5.415% interest, and Mariane Dellacort Trustee of the Mariane Dellacort Family Trust dated 02/01/2000, as to an undivided 2.724% interest, Thomas K. Dong and Shirley M. Dong, husband and wife, as joint tenants, as to an undivided 3.030% interest, and Marie Ann Morse, a single woman, as to an undivided 2.669% interest, and Billy R. Riley and Patricia M. Riley Trustees of The Riley 1994 Revocable Trust, as to an undivided 2.418% interest and Richard V. Treakle and Carolyn C. Treakle Trustees of The Treakle Trust dated 08/28/1998, as to an undivided 10.119% interest, and Anne Prisco and Stephen Sergi, husband and wife, as joint tenants, as to an undivided 1.684% interest, and Country Oaks, LLC., a California Limited Liability Company, as to an undivided 47.737% interest, and Craig H. Davis and Kathryn M. Davis, husband and wife, as joint tenants, as to an undivided 1.673% interest, and Janice M. Conrad Trustee of The Janice M. Conrad Living Trust dated 02/23/2006, as to an undivided 1.684% interest, and Januth K. Hayashi and Peter S. Strickland, husband and wife, as joint tenants, as to an undivided 1.347% interest, and Carola P. Gudnason Successor Trustee of The Shorgren Family Trust dated 12/23/1996, as to an undivided 2.689% interest, and Richard Lull and Maureen Lull, husband and wife, as joint tenants, as to an undivided 1.010% interest, and Scott A. Walker and Elizabeth L. Walker Trustees of The Walker Family Living Trust dated 12/15/2006, as to an undivided 1.010% interest

END OF DOCUMENT

Case: 24-10715 Doc# 192-6 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 25 of 168

RECORDING REQUESTED BY
George D. Hardisty, A Prof Corp SBN 197973

AND WHEN RECORDED MAIL TO:

Name: Carola P. Gudnason
Address: 181 Taurus Avenue
City & State: Oakland, CA
Zip: 94611

3
CON
SU

2008-0036458

Recorded
Official Records
County of
Santa Barbara
Joseph E. Holland

08:02AM 18-Jun-2008

REC FEE 14.00
CONFORMED COPY 1.00
SURVEY MONUMENT 10.00
CD
Page 1 of 3

ASSESSORS PARCEL NO. 128-066-10

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Inheritance Distribution GRANT DEED ***Inheritance Distribution***

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:

Documentary transfer tax is $ **NONE**

☑ Computed on full value of property conveyed, or
☐ Computed on full value less value of liens and encumbrances remaining at time of sale.
☐ Unincorporated area: ☑ City of **Santa Maria** , and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Carola P. Gudnason, Successor Trustee of The Shogren* Family Trust dated 12/23/1996 - as to an undivided 2.689% interest

***NOTE: name misspelled "Shorgren" on the original Grant Deed - see attached Exhibit "B".**

hereby GRANT(S) to
Carola P. Gudnason, a married woman - as to an undivided 2.689% interest

the following described real property in the County of **Santa Barbara** , State of California:

Located at the address commonly known as 333 E. Enos Dr, Santa Maria CA 93454, more particularly described as follows:

Legal description on Exhibit "A" attached hereto and made a part hereof in full by this reference. AP #128-066-10

Dated **March 27, 2008**

Shogren Family Trust

Carola P. Gudnason

Carola P. Gudnason, Successor Trustee

ACKNOWLEDGMENT

State of California)
County of **Contra Costa**)

On **March 27, 2008** before me, **George D. Hardisty, Notary Public**
(HERE INSERT NAME AND TITLE OF THE OFFICER)

personally appeared **Carola P. Gudnason**

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.

GEORGE D. HARDISTY
Commission # 1542364
Notary Public - California
Contra Costa County
My Comm. Expires Feb 5, 2009

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 George D. Hardisty (SEAL)

Title Order No. Escrow, Loan, or Attorney File No.

MAIL TAX STATEMENTS TO:

NAME ADDRESS CITY, STATE, ZIP

EXHIBIT "A"

Real property located at: 333 E. Enos Dr, Santa Maria, CA 93954 [County of Santa Barbara]
AP #128-066-10

Parcel B of Castle Parcel Map, Tract 5420, in the City of Santa Maria, County of Santa Barbara, State of California, as per map recorded in Book 34, Pages 33 and 34 of Parcel Maps, in the Office of the County Recorder of said County.

EXCEPTING THEREFROM all oil, gas, water and mineral rights below the depth of 500 feet, with no right of surface entry, as reserved in Deed recorded November 19, 1984 as Instrument No. 84-62247 of Official Records.

END OF DOCUMENT

EXHIBIT "B"

Vesting

LeFever Mattson Corporation, a California Corporation, as to an undivided 11.448% interest, and Kenneth W. Albers, and Macia A. Albers, husband and wife, as joint tenants as to an undivided 3.343% interest and Howard Hamilton Balsdon and Dorian Signori Balsdon Trustees of the Balsdon Family Trust dated 9/18/1996, as to an undivided 5.415% interest, and Mariane Dellacort Trustee of the Mariane Dellacort Family Trust dated 02/01/2000, as to an undivided 2.724% interest, Thomas K. Dong and Shirley M. Dong, husband and wife, as joint tenants, as to an undivided 3.030% interest, and Marie Ann Morse, a single woman, as to an undivided 2.669% interest, and Billy R. Riley and Patricia M. Riley Trustees of The Riley 1994 Revocable Trust, as to an undivided 2.418% interest and Richard V. Treakle and Carolyn C. Treakle Trustees of The Treakle Trust dated 08/28/1998, as to an undivided 10.119% interest, and Anne Prisco and Stephen Sergi, husband and wife, as joint tenants, as to an undivided 1.684% interest, and Country Oaks, LLC., a California Limited Liability Company, as to an undivided 47.737% interest, and Craig H. Davis and Kathryn M. Davis, husband and wife, as joint tenants, as to an undivided 1.673% interest, and Janice M. Conrad Trustee of The Janice M. Conrad Living Trust dated 02/23/2006, as to an undivided 1.684% interest, and Januth K. Hayashi and Peter S. Strickland, husband and wife, as joint tenants, as to an undivided 1.347% interest, and Carola P. Gudnason Successor Trustee of The Shorgren Family Trust dated 12/23/1996, as to an undivided 2.689% interest, and Richard Lull and Maureen Lull, husband and wife, as joint tenants, as to an undivided 1.010% interest, and Scott A. Walker and Elizabeth L. Walker Trustees of The Walker Family Living Trust dated 12/15/2006, as to an undivided 1.010% interest

END OF DOCUMENT

Case: 24-10715 Doc# 192-6 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 28 of 168

RECORDING REQUESTED BY:
George D. Hardisty, A Prof Corp SBN 22703
AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO
Krist Gudnason & Carola P. Gudnason, Trustee
181 Taurus Avenue
Oakland, CA 94611
Order No.:
Escrow No.:

2
CON
SU

2008-0036459

Recorded Official Records County of Santa Barbara Joseph E. Holland
08:02AM 18-Jun-2008

REC FEE	11.00
CONFORMED COPY	1.00
SURVEY MONUMENT	10.00
CD	
Page 1 of 2	

A.P.N. 128-066-10

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

TRUST TRANSFER DEED

GRANT DEED (EXCLUDED FROM REAPPRAISAL UNDER PROPOSITION 13, I.E., CALIF. CONST. ART 13A §1 ET SEQ.)
THE UNDERSIGNED GRANTOR(S) DECLARE(S) UNDER PENALTY OF PERJURY THAT THE FOLLOWING IS TRUE AND CORRECT:
DOCUMENTARY TRANSFER TAX IS $ NONE

☑ Computed on full value of property conveyed, or ☐ computed on full value less value of liens or encumbrances remaining at time of sale or transfer

☑ There is no Documentary transfer tax due. (state reason and give Code § or Ordinance number)
Not pursuant to a sale. Grantee is Trust for benefit of Grantor. Exempt per Revenue & Taxation Code Section 11930.

☐ Unincorporated area: ☑ city of **Santa Maria** AND **County of Santa Barbara**

This is a Trust Transfer under §62 of the Revenue and Taxation Code and Grantor(s) has (have) checked the applicable exclusion:

☑ Transfer to a revocable trust; ☐ Transfer to a short-term trust not exceeding 12 years with Trustor holding the reversion;
☐ Transfer to a trust where the Trustor or the Trustor's spouse is the sole beneficiary; ☐ Change of trustee holding title;
☐ Transfer from trust to Trustor or Trustor's spouse where prior transfer to trust was excluded from reappraisal and for a valuable consideration, receipt of which is acknowledged.
☑ Other: **Transmutation of wife's inherited property into the community property of both parties.**

GRANTOR(S): Carola P. Gudnason, a married woman - as to an undivided 2.689% interest,

hereby GRANT(S) TO: **Krist Gudnason & Carola P. Gudnason, Trustee of the Gudnason Family Trust dated December 16, 1993,**
(as to an undivided 2.689% interest)
the following described real property in the
County of **Santa Maria** , State of California:

Located at the address commonly known as 333 E. Enos Dr, Santa Maria CA 93454, more particularly described as follows:
Legal description on Exhibit "A" attached hereto and made a part hereof in full by this reference. AP #128-066-10

Dated: **March** 27, **2008**

Carola P Gudnason
Carola P. Gudnason

ACKNOWLEDGMENT

State of California)
County of **Contra Costa**)
On 3/27/2008 before me, **George D. Hardisty, Notary Public** (HERE INSERT NAME AND TITLE OF THE OFFICER)
personally appeared **Carola P. Gudnason**

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 George D. Hardisty (SEAL)

GEORGE D. HARDISTY
Commission # 1542364
Notary Public - California
Contra Costa County
My Comm. Expires Feb 5, 2009

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

NAME	STREET ADDRESS	CITY, STATE & ZIP

Case 24-10715 Doc# 192-6 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 29 of 168

EXHIBIT "A"

Real property located at: 333 E. Enos Dr, Santa Maria, CA 93954 [County of Santa Barbara]
AP #128-066-10

Parcel B of Castle Parcel Map, Tract 5420, in the City of Santa Maria, County of Santa Barbara, State of California, as per map recorded in Book 34, Pages 33 and 34 of Parcel Maps, in the Office of the County Recorder of said County.

EXCEPTING THEREFROM all oil, gas, water and mineral rights below the depth of 500 feet, with no right of surface entry, as reserved in Deed recorded November 19, 1984 as Instrument No. 84-62247 of Official Records.

END OF DOCUMENT

Recording requested by and
when recorded mail to:

B. Martin Davis III
B. MARTIN DAVIS III, A LAW
CORPORATION
444 W. Ocean Boulevard
Suite 800
Long Beach, CA 90802

MAIL TAX STATEMENTS TO:
RICHARD W. LULL, Trustee
MAUREEN J. LULL, Trustee
14 Westport
Manhattan Beach, CA 90266

MAIL TAX STATEMENTS AS DIRECTED ABOVE

2
CON

2009-0003409

Recorded
Official Records
County of
Santa Barbara
Joseph E. Holland

REC FEE 11.00
CONFORMED COPY 1.00

08:02AM 23-Jan-2009 | XR
Page 1 of 2

APN 128-066-10

Space above this line for recorder's use

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(S) DECLARE DOCUMENTARY TRANSFER TAX IS $ None ; this conveyance transfers an interest into or out of a living trust; Revenue and Taxation Code Section 11930.

RICHARD LULL and MAUREEN LULL, husband and wife, as joint tenants,

hereby REMISE, RELEASE AND FOREVER QUITCLAIM to

RICHARD W. LULL and MAUREEN J. LULL, as trustees of THE LULL FAMILY LIVING REVOCABLE TRUST dated January 15, 2009, as may be amended, as to an undivided 1.010% interest,

the following described real property in the City of Santa Maria, County of Santa Barbara, State of California:

See attached Exhibit A for legal description.

Commonly known as 333 East Enos Drive, Santa Maria, California 93454.

Dated: January 15, 2009

RICHARD LULL

MAUREEN LULL

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On January 15, 2009, before me, Laurie R. Tena, Notary Public, personally appeared RICHARD LULL and MAUREEN LULL, 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.

LAURIE R. TENA
Commission # 1702512
Notary Public - California
Los Angeles County
My Comm. Expires Nov 28, 2010

Notary Public (SEAL)

EXHIBIT A

PARCEL B OF CASTLE PARCEL MAP, TRACT 5420, IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34, PAGES 33 AND 34 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, WATER AND MINERAL RIGHTS BELOW THE DEPTH OF 500 FEET, WITH NO RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED NOVEMBER 19, 1984 AS INSTRUMENT NO. 84-62247 OF OFFICIAL RECORDS.

RECORDING REQUESTED BY:
Fidelity National Title Company
Escrow No.: 07-**316821**-TG
Locate No.:
Title No.:

When Recorded Mail Document and Tax Statement To:
LeFever Mattson Property Managment
6359 Auburn Blvd. St. B
Citrus Heights, CA 95621

SMD
4

2011-0001166

Recorded Official Records County of Santa Barbara Joseph E. Holland	REC FEE	24.00
	TAX	884.95
08:19AM 06-Jan-2011	JH Page 1 of 4	

APN: 128-066-10

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Counterpart 1 of 2

GRANT DEED

The undersigned grantor(s) declare(s)
Documentary transfer tax is $ 884.95
[ ] computed on full value of property conveyed, or
[X] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area City of **Santa Maria**,

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Howard Hamilton Balsdon and Dorian Signori Balsdon, Trustees of The Balsdon Family Trust dated 9/18/1996

hereby GRANT(S) to LeFever Mattson, Inc., a California corporation

the following described real property in the City of **Santa Maria**, County of **Santa Barbara**, State of **California**:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THIS DOCUMENT IS HEREBY SIGNED IN COUNTERPART

DATED: October 2, 2007

STATE OF CALIFORNIA)
COUNTY OF Solano)
ON 10-3-07 before me,
T. Gay notary public
(here insert name and title of the officer), personally appeared Dorian Signori Balsdon,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature T. Gay (Seal)

The Balsdon Family Trust dated 9/18/1996

By: _____
Howard Hamilton Balsdon, Trustee

By: Dorian Signori Balsdon
Dorian Signori Balsdon, Trustee

T. GAY
Commission # 1740000
Notary Public - California
Solano County
My Comm. Expires May 14, 2011

MAIL TAX STATEMENTS AS DIRECTED ABOVE

RECORDING REQUESTED BY:
Fidelity National Title Company
Escrow No.: 07-316821-TG
Locate No.:
Title No.:

When Recorded Mail Document and Tax Statement To:
LeFever Mattson Property Managment
6359 Auburn Blvd. St. B
Citrus Heights, CA 95621

APN: 128-066-10

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Counterpart 2 of 2

GRANT DEED

The undersigned grantor(s) declare(s)
Documentary transfer tax is $
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area City of **Santa Maria,**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Howard Hamilton Balsdon and Dorian Signori Balsdon, Trustees of The Balsdon Family Trust dated 9/18/1996

hereby GRANT(S) to LeFever Mattson, Inc., a California corporation

the following described real property in the City of **Santa Maria**, County of **Santa Barbara**, State of **California:**
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED: October 2, 2007

The Balsdon Family Trust dated 9/18/1996

By: _____
Howard Hamilton Balsdon, Trustee

By: _____
Dorian Signori Balsdon, Trustee

STATE OF CALIFORNIA)
COUNTY OF Solano)
ON 10-3-07 before me,
T. Gay Notary Public
(here insert name and title of the officer), personally appeared Dorian Signori Balsdon,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

T. GAY
Commission # 1740000
Notary Public - California
Solano County
My Comm. Expires May 14, 2011

Witness my hand and official seal.

Signature _____ (Seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

PD-213 (Rev 7/96)
(grant)(08-07)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Mendocino)

On Oct. 5, 2007 before me, Teresa Jeanne DiMeola, Notary Public
(here insert name and title of the officer)

personally appeared Howard Hamilton Baldwin

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

WITNESS my hand and official seal.

Signature of Notary Public

TERESA JEANNE DIMEOLA
COMM. #1502151
NOTARY PUBLIC · CALIFORNIA
MENDOCINO COUNTY
My Comm. Expires July 20, 2008

(Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Grant deed
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 10/2/7

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they,~~ ~~is~~ /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CAPA v12.10.05 © by Association of Professional Notaries & CSA 800-873-9865 www.notaryclasses.com

LEGAL DESCRIPTION

EXHIBIT "A"

Parcel B of Castle Parcel Map, Tract 5420, in the City of Santa Maria, County of Santa Barbara, State of California, as per map recorded in Book 34, Pages 33 and 34 of Parcel Maps, in the Office of the County Recorder of said County.

EXCEPTING THEREFROM all oil, gas, water and mineral rights below the depth of 500 feet, with no right of surface entry, as reserved in Deed recorded November 19, 1984 as Instrument No. 84-62247 of Official Records.

APN: 128-066-10

Case: 24-10715 Doc# 192-6 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 36 of 168

2011-0027273

RECORDING REQUESTED BY:
James Frederick Ogg
AND WHEN RECORDED MAIL TO:
LeFever Mattson, Inc.
PO Box 5490
Vacaville CA 95696

Recorded Official Records County of Santa Barbara Joseph E. Holland
08:02AM 09-May-2011

REC FEE 21.00
KH
Page 1 of 3

Order No..:
Escrow No:
3

A.P.N.:

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

AFFIDAVIT - DEATH OF TRUSTEE

This Document Provided by Fidelity National Title

STATE OF CALIFORNIA

COUNTY OF Alameda ✓

THE UNDERSIGNED, James Frederick Ogg, BEING OF LEGAL AGE, BEING DULY SWORN, DEPOSES AND SAYS:

1. That Mary Liang Ogg], the decedent mentioned in the attached certified copy of Certificate of Death, is the same person as Mary Liang Ogg named as the Trustee in that certain Declaration of Trust dated November 28, 2006], executed by Mary L Ogg as Trustor(s).

2. At the time of demise of the decedent, the decedent was the record owner, as Trustee, of real property commonly known as 333 E Enos Street, Santa Maria, CA, which property is described in a Deed which was signed by LEFEVER MATTSON, INC as Grantor(s) and recorded as Instrument No. 2008-0009349 on 02/21/2008 of Official Records of Santa Barbara County, State of California.

The legal description of said property is as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

3. I, James Frederick Ogg am the Successor Trustee under the above referenced Trust, which was in effect at the time of the death of the decedent mentioned in paragraph 1 above, and which has not been revoked, and I hereby consent to act as such.

4. There is no federal estate tax due as the result of the death of the decedent mentioned in paragraph 1 above.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

James Frederick Ogg

State of California
County of Alameda

SUBSCRIBED AND SWORN TO (or affirmed) before me on this 12 day of Aug., 20 10
by James Frederick Ogg
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Signature Cora Judd (seal)

CORA JUDD
COMM. #1846875
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Comm. Expires May 27, 2013

Escrow No.: 08-317033-TG
Locate No.:
Title No.:

EXHIBIT "A"

Parcel B of Castle Parcel Map, Tract 5420 in the City of Santa Maria, County of Santa Barbara, State of California, as per map recorded in Book 34, Pages 33 and 34 of Parcel Maps, in the Office of The County Recorder of said County.

Excepting therefrom all oil, gas, water and mineral rights below the depth of 500 feet, with no right of surface entry, as reserved in Deed recorded November 19, 1984 as Instrument No. 84-62247 of Official Records.

APN: 128-066-10

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF SAN MATEO

HEALTH SYSTEM

SAN MATEO, CALIFORNIA

CERTIFICATE OF DEATH

STATE OF CALIFORNIA

USE BLACK INK ONLY / NO ERASURES, WHITEOUTS OR ALTERATIONS

VS 16(REV 10/1)

3052009175337 — STATE FILE NUMBER

3200941003422 — LOCAL REGISTRATION NUMBER

DECEDENT'S PERSONAL DATA

1. NAME OF DECEDENT — FIRST (Given)	2. MIDDLE	3. LAST (Family)
MARY	LIANG	OGG

4AKA. ALSO KNOWN AS — Include 1(c) AKA (FIRST, MIDDLE, LAST): -

4. DATE OF BIRTH mm/dd/ccyy: 11/30/1932 | 5. AGE Yrs.: 76 | IF UNDER ONE YEAR: Months / Days | IF UNDER 24 HOURS: Hours / Minutes | 6. SEX: F

9. BIRTH STATE/FOREIGN COUNTRY	10. SOCIAL SECURITY NUMBER	11. EVER IN U.S. ARMED FORCES?	12. MARITAL STATUS (at Time of Death)	7. DATE OF DEATH mm/dd/ccyy	8. HOUR (24 Hours)
CHINA	[redacted]-7242	YES [ ] NO [X] UNK [ ]	DIVORCED	10/04/2009	1255

13. EDUCATION — Highest Level/Degree (see worksheet on back)	14/15. WAS DECEDENT HISPANIC/LATINO(A)/SPANISH? (If yes, see worksheet on back)	16. DECEDENT'S RACE — Up to 3 races may be listed (see worksheet on back)
MASTER'S	YES [ ] NO [X]	CHINESE

17. USUAL OCCUPATION — Type of work for most of life. DO NOT USE RETIRED	18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.)	19. YEARS IN OCCUPATION
MUSICIAN	MUSIC	20

USUAL RESIDENCE

20. DECEDENT'S RESIDENCE (Street and number or location): 646 MARLIN COURT

21. CITY	22. COUNTY/PROVINCE	23. ZIP CODE	24. YEARS IN COUNTY	25. STATE/FOREIGN COUNTRY
REDWOOD CITY	SAN MATEO	94065	36	CA

INFORMANT

26. INFORMANT'S NAME, RELATIONSHIP	27. INFORMANT'S MAILING ADDRESS (Street and number or rural route number, city or town, state, ZIP)
KATHERINE OGG, DPOA HC	183 DEL MEDIO #212, MOUNTAIN VIEW, CA 94040

SPOUSE AND PARENT INFORMATION

28. NAME OF SURVIVING SPOUSE — FIRST	29. MIDDLE	30. LAST (Maiden Name)	
-	-	-	
31. NAME OF FATHER — FIRST	**32. MIDDLE**	**33. LAST**	**34. BIRTH STATE**
TING	MUN	LIANG	CHINA
35. NAME OF MOTHER — FIRST	**36. MIDDLE**	**37. LAST (Maiden)**	**38. BIRTH STATE**
MINA	CHUNG	YU	CHINA

FUNERAL DIRECTOR/ LOCAL REGISTRAR

39. DISPOSITION DATE mm/dd/ccyy	40. PLACE OF FINAL DISPOSITION	
10/14/2009	AT SEA OFF THE COAST OF SAN FRANCISCO COUNTY, CA	
41. TYPE OF DISPOSITION(S)	**42. SIGNATURE OF EMBALMER**	**43. LICENSE NUMBER**
CR/SEA	NOT EMBALMED	-
44. NAME OF FUNERAL ESTABLISHMENT	**45. LICENSE NUMBER**	**46. SIGNATURE OF LOCAL REGISTRAR**
CRIPPEN & FLYNN CARLMONT CHAPEL	FD1825	SCOTT MORROW, MD

47. DATE mm/dd/ccyy: 10/13/2009

PLACE OF DEATH

101. PLACE OF DEATH	102. IF HOSPITAL, SPECIFY ONE	103. IF OTHER THAN HOSPITAL, SPECIFY ONE
OWN RESIDENCE	IP [ ] ER/OP [ ] DOA [ ]	Hospice [ ] Nursing Home/LTC [ ] Decedent's Home [X] Other [ ]

104. COUNTY	105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number or location)	106. CITY
SAN MATEO	646 MARLIN COURT	REDWOOD CITY

CAUSE OF DEATH

107. CAUSE OF DEATH — Enter the chain of events — diseases, injuries, or complications — that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE.

IMMEDIATE CAUSE (Final disease or condition resulting in death): (a) METASTATIC COLON CANCER

Sequentially list conditions, if any, leading to cause on Line A. Enter UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST: (b) ; (c) ; (d)

Time Interval Between Onset and Death: (a) 14 MONS; (b) (c) (d)

108. DEATH REPORTED TO CORONER? YES [X] NO [ ] — CORONER'S NUMBER: 09-02509

109. BIOPSY PERFORMED? YES [X] NO [ ]

110. AUTOPSY PERFORMED? YES [ ] NO [X]

111. USED IN DETERMINING CAUSE? YES [ ] NO [ ]

112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107: NO

113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date.): COLON BIOPSY 08/01/2007

113A. IF FEMALE, PREGNANT IN LAST YEAR? YES [ ] NO [X] UNK [ ]

PHYSICIAN'S CERTIFICATION

114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE TIME, DATE, AND PLACE STATED FROM THE CAUSES STATED.

115. SIGNATURE AND TITLE OF CERTIFIER	116. LICENSE NUMBER	117. DATE mm/dd/ccyy
DOROTHY DO-QUYEN NGUYEN M.D.	A65362	10/07/2009

Decedent Attended Since (a) mm/dd/ccyy	Decedent Last Seen Alive (b) mm/dd/ccyy	118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE
11/16/2008	10/04/2009	DOROTHY DO-QUYEN NGUYEN M.D. 1150 VETERANS BOULEVARD, REDWOOD CITY, CA 94063

CORONER'S USE ONLY

119. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED. MANNER OF DEATH: Natural [ ] Accident [ ] Homicide [ ] Suicide [ ] Pending Investigation [ ] Could not be determined [ ]

120. INJURED AT WORK? YES [ ] NO [ ] UNK [ ] — 121. INJURY DATE mm/dd/ccyy — 122. HOUR (24 Hours)

123. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)

124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)

125. LOCATION OF INJURY (Street and number, or location, and city, and ZIP)

126. SIGNATURE OF CORONER / DEPUTY CORONER	127. DATE mm/dd/ccyy	128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER

STATE REGISTRAR	A	B	C	D	E		FAX AUTH. #	CENSUS TRACT
						D10001001327322		

CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA
COUNTY OF SAN MATEO } SS

DATE ISSUED: FEB 02 2010

This is a true and exact reproduction of the document officially registered and placed on file in the office of the SAN MATEO COUNTY HEALTH SYSTEM.

SCOTT MORROW, M.D.
HEALTH OFFICER AND REGISTRAR

000612618

This copy not valid unless prepared on engraved border displaying seal and signature of County Health Officer.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

Case: 24-10715 Doc# 192-6 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 39 of 166

2011-0027274

Recorded
Official Records
County of
Santa Barbara
Joseph E. Holland

08:02AM 09-May-2011

REC FEE 18.00

KM
Page 1 of 2

RECORDING REQUESTED BY:

WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO:

Name: LEFEVER MATTSON, INC

Street Address: P O BOX 5490

City State & Zip: VACAVILLE, CA 95696

Title Order No.: Escrow No.:

2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

The undersigned Grantor(s) declare(s)

DOCUMENTARY TRANSFER TAX IS $ 0.00 ✓

- ☑ **Computed on Full Value of the interest or property conveyed, or**
- ☐ **Computed on full value less value of liens or encumbrances remaining at time of sale,**
- ☐ **Unincorporated Area** **City of** _____

Parcel No.: _____

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The Mary Liang Ogg 2006 Trust dated 11/28/2006

Hereby GRANT(s) to:

Kathy Ogg, an unmarried woman as to an undivided 4.04% interest, also known as Katherine Mary Ogg

The following described real property in the County of Santa Barbara **, State of California**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: 08/12/2010

STATE OF CALIFORNIA
COUNTY OF Alameda

On Aug. 12, 2010 before me, Cora Judd A Notary Public, personally appeared James Frederick Ogg

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 Cora Judd

James Frederick Ogg

James Frederick Ogg, Successor Trustee

CORA JUDD
COMM. #1846875
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Comm. Expires May 27, 2013

(This area for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE.

Name	Street Address	City & State

Escrow No.: 08-317033-TG
Locate No.:
Title No.:

EXHIBIT "A"

Parcel B of Castle Parcel Map, Tract 5420 in the City of Santa Maria, County of Santa Barbara, State of California, as per map recorded in Book 34, Pages 33 and 34 of Parcel Maps, in the Office of The County Recorder of said County.

Excepting therefrom all oil, gas, water and mineral rights below the depth of 500 feet, with no right of surface entry, as reserved in Deed recorded November 19, 1984 as Instrument No. 84-62247 of Official Records.

APN: 128-066-10

2011-0027275

RECORDING REQUESTED BY:
James Frederick Ogg
AND WHEN RECORDED MAIL TO:
LeFever Mattson, Inc.
PO Box 5490
Vacaville CA 95696

Recorded Official Records County of Santa Barbara Joseph E. Holland
08:02AM 09-May-2011

REC FEE 21.00
KM
Page 1 of 3

Order No..:
Escrow No: 3
A.P.N.:

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

AFFIDAVIT - DEATH OF TRUSTEE

This Document Provided by Fidelity National Title

STATE OF CALIFORNIA

COUNTY OF Alameda ✓

THE UNDERSIGNED, James Frederick Ogg **, BEING OF LEGAL AGE, BEING DULY SWORN, DEPOSES AND SAYS:**

1. That Mary Liang Ogg], the decedent mentioned in the attached certified copy of Certificate of Death, is the same person as Mary Liang Ogg named as the Trustee in that certain Declaration of Trust dated November 28, 2006], executed by Mary L Ogg as Trustor(s).

2. At the time of demise of the decedent, the decedent was the record owner, as Trustee, of real property commonly known as 333 E Enos Street, Santa Maria, CA, which property is described in a Deed which was signed by LEFEVER MATTSON, INC as Grantor(s) and recorded as Instrument No. 2008-0009349 on 02/21/2008 of Official Records of Santa Barbara County, State of California.

The legal description of said property is as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

3. I, James Frederick Ogg am the Successor Trustee under the above referenced Trust, which was in effect at the time of the death of the decedent mentioned in paragraph 1 above, and which has not been revoked, and I hereby consent to act as such.

4. There is no federal estate tax due as the result of the death of the decedent mentioned in paragraph 1 above.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

James Frederick Ogg

State of California
County of Alameda

SUBSCRIBED AND SWORN TO (or affirmed) before me on this 10 day of Aug, 20 10
by James Frederick Ogg
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Signature Cora Judd (seal)

CORA JUDD
COMM. #1846875
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Comm. Expires May 27, 2013

Escrow No.: 08-317033-TG
Locate No.:
Title No.:

EXHIBIT "A"

Parcel B of Castle Parcel Map, Tract 5420 in the City of Santa Maria, County of Santa Barbara, State of California, as per map recorded in Book 34, Pages 33 and 34 of Parcel Maps, in the Office of The County Recorder of said County.

Excepting therefrom all oil, gas, water and mineral rights below the depth of 500 feet, with no right of surface entry, as reserved in Deed recorded November 19, 1984 as Instrument No. 84-62247 of Official Records.

APN: 128-066-10

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF SAN MATEO

HEALTH SYSTEM

SAN MATEO, CALIFORNIA

3052009175337 — STATE FILE NUMBER

CERTIFICATE OF DEATH
STATE OF CALIFORNIA
USE BLACK INK ONLY / NO ERASURES, WHITEOUTS OR ALTERATIONS
VS-11REV (1/94)

3200941003422 — LOCAL REGISTRATION NUMBER

DECEDENT'S PERSONAL DATA

1. NAME OF DECEDENT — FIRST (Given)	2. MIDDLE	3. LAST (Family)
MARY	LIANG	OGG

AKA (ALSO KNOWN AS — Include Nº AKA (FIRST, MIDDLE, LAST)): -

4. DATE OF BIRTH mm/dd/ccyy	5. AGE Yrs.	IF UNDER ONE YEAR: Months / Days	IF UNDER 24 HOURS: Hours / Minutes	6. SEX
11/30/1932	76			F

9. BIRTH STATE/FOREIGN COUNTRY	10. SOCIAL SECURITY NUMBER	11. EVER IN U.S. ARMED FORCES?	12. MARITAL STATUS (at Time of Death)	7. DATE OF DEATH mm/dd/ccyy	8. HOUR (24 Hours)
CHINA	[redacted]-7242	YES [X] NO UNK	DIVORCED	10/04/2009	1255

13. EDUCATION — Highest Level/Degree (see worksheet on back)	14/15. WAS DECEDENT HISPANIC/LATINO(A)/SPANISH? (If yes, see worksheet on back)	16. DECEDENT'S RACE — Up to 3 races may be listed (see worksheet on back)
MASTER'S	YES [ ] [X] NO	CHINESE

17. USUAL OCCUPATION — Type of work for most of life. DO NOT USE RETIRED	18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.)	19. YEARS IN OCCUPATION
MUSICIAN	MUSIC	20

USUAL RESIDENCE

20. DECEDENT'S RESIDENCE (Street and number or location): 646 MARLIN COURT

21. CITY	22. COUNTY/PROVINCE	23. ZIP CODE	24. YEARS IN COUNTY	25. STATE/FOREIGN COUNTRY
REDWOOD CITY	SAN MATEO	94065	36	CA

INFORMANT

26. INFORMANT'S NAME, RELATIONSHIP	27. INFORMANT'S MAILING ADDRESS (Street and number or rural route number, city or town, state, ZIP)
KATHERINE OGG, DPOA HC	183 DEL MEDIO #212, MOUNTAIN VIEW, CA 94040

SPOUSE AND PARENT INFORMATION

28. NAME OF SURVIVING SPOUSE — FIRST	29. MIDDLE	30. LAST (Maiden Name)	
-	-	-	
31. NAME OF FATHER — FIRST	**32. MIDDLE**	**33. LAST**	**34. BIRTH STATE**
TING	MUN	LIANG	CHINA
35. NAME OF MOTHER — FIRST	**36. MIDDLE**	**37. LAST (Maiden)**	**38. BIRTH STATE**
MINA	CHUNG	YU	CHINA

FUNERAL DIRECTOR/ LOCAL REGISTRAR

39. DISPOSITION DATE mm/dd/ccyy	40. PLACE OF FINAL DISPOSITION	
10/14/2009	AT SEA OFF THE COAST OF SAN FRANCISCO COUNTY, CA	

41. TYPE OF DISPOSITION(S)	42. SIGNATURE OF EMBALMER	43. LICENSE NUMBER
CR/SEA	NOT EMBALMED	-

44. NAME OF FUNERAL ESTABLISHMENT	45. LICENSE NUMBER	46. SIGNATURE OF LOCAL REGISTRAR	47. DATE mm/dd/ccyy
CRIPPEN & FLYNN CARLMONT CHAPEL	FD1825	SCOTT MORROW, MD EOG	10/13/2009

PLACE OF DEATH

101. PLACE OF DEATH	102. IF HOSPITAL, SPECIFY ONE	103. IF OTHER THAN HOSPITAL, SPECIFY ONE
OWN RESIDENCE	IP ER/OP DOA	Hospice Nursing Home/LTC [X] Decedent's Home Other

104. COUNTY	105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number or location)	106. CITY
SAN MATEO	646 MARLIN COURT	REDWOOD CITY

CAUSE OF DEATH

107. CAUSE OF DEATH — Enter the chain of events — diseases, injuries, or complications — that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE.

Time Interval Between Onset and Death

IMMEDIATE CAUSE (Final disease or condition resulting in death): (a) METASTATIC COLON CANCER — (b) — (BT) 14 MONS

Sequentially, list conditions, if any, leading to the cause on Line A. Enter UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST: (c) — (d) — (CT)

108. DEATH REPORTED TO CORONER? [X] YES [ ] NO — REFERRAL NUMBER: 09-02509

109. BIOPSY PERFORMED? [X] YES [ ] NO

110. AUTOPSY PERFORMED? [ ] YES [X] NO

111. USED IN DETERMINING CAUSE? [ ] YES [ ] NO

112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107: NO

113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date.): COLON BIOPSY 08/01/2007

113A. IF FEMALE, PREGNANT IN LAST YEAR? YES [ ] [X] NO [ ] UNK

PHYSICIAN'S CERTIFICATION

114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE TIME, DATE, AND PLACE AND DUE TO THE CAUSE(S) STATED.

Decedent Attended Since (a) mm/dd/ccyy	Decedent Last Seen Alive (b) mm/dd/ccyy	115. SIGNATURE AND TITLE OF CERTIFIER	116. LICENSE NUMBER	117. DATE mm/dd/ccyy
11/16/2008	10/04/2009	DOROTHY DO-QUYEN NGUYEN M.D. EOG	A65362	10/07/2009

118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE: DOROTHY DO-QUYEN NGUYEN M.D. 1150 VETERANS BOULEVARD, REDWOOD CITY, CA 94063

CORONER'S USE ONLY

119. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.

MANNER OF DEATH: Natural Accident Homicide Suicide Pending Investigation Could not be determined

120. INJURED AT WORK?	121. INJURY DATE mm/dd/ccyy	122. HOUR (24 Hours)
YES NO UNK		

123. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.):

124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury):

125. LOCATION OF INJURY (Street and number, or location, and city, and ZIP):

126. SIGNATURE OF CORONER / DEPUTY CORONER	127. DATE mm/dd/ccyy	128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER

STATE REGISTRAR

A	B	C	D	E		FAX AUTH. #	CENSUS TRACT
					"0100010013273 22"		

CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA
COUNTY OF SAN MATEO } SS

DATE ISSUED FEB 02 2010

This is a true and exact reproduction of the document officially registered and placed on file in the office of the SAN MATEO COUNTY HEALTH SYSTEM.

SCOTT MORROW, M.D.
HEALTH OFFICER AND REGISTRAR

000612637

This copy not valid unless prepared on engraved border displaying seal and signature of County Health Officer.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

2011-0027276

Recorded Official Records County of Santa Barbara Joseph E. Holland
08:02AM 09-May-2011

REC FEE 18.00
KH
Page 1 of 2

RECORDING REQUESTED BY:

WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO:

Name: LEFEVER MATTSON, INC

Street Address: P O BOX 5490

City State & Zip: VACAVILLE, CA 95696

Title Order No.: Escrow No.: 2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

The undersigned Grantor(s) declare(s)

DOCUMENTARY TRANSFER TAX IS $ 0.00

- [x] **Computed on Full Value of the interest or property conveyed, or**
- [ ] **Computed on full value less value of liens or encumbrances remaining at time of sale,**
- [ ] **Unincorporated Area** **City of** _____

Parcel No.: _____

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The Mary Liang Ogg 2006 Trust dated 11/28/2006

Hereby GRANT(s) to:

LEFEVER MATTSON, INC, a California Corporation as to an undivided 4.04% interest

The following described real property in the County of Santa Barbara **, State of California**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: Aug 12, 2010

STATE OF CALIFORNIA
COUNTY OF Alameda

On Aug 12, 2010 before me, Cora Judd, A Notary Public, personally appeared ~~James Frederick Ogg~~ James Frederick Ogg

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/their/her 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 Cora Judd

James Frederick Ogg

James Frederick Ogg, Successor Trustee

CORA JUDD
COMM. #1846875
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Comm. Expires May 27, 2013

(This area for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE.

Name	Street Address	City & State

Escrow No.: 08-317033-TG
Locate No.:
Title No.:

EXHIBIT "A"

Parcel B of Castle Parcel Map, Tract 5420 in the City of Santa Maria, County of Santa Barbara, State of California, as per map recorded in Book 34, Pages 33 and 34 of Parcel Maps, in the Office of The County Recorder of said County.

Excepting therefrom all oil, gas, water and mineral rights below the depth of 500 feet, with no right of surface entry, as reserved in Deed recorded November 19, 1984 as Instrument No. 84-62247 of Official Records.

APN: 128-066-10

2011-0054160

Recorded
Official Records
County of
Santa Barbara
Joseph E. Holland
County Clerk Recorder

08:02AM 23-Sep-2011

REC FEE 21.00
CONFORMED COPY 4.00
KM
Page 1 of 3

Recording Requested by:
GEORGE D. HARDISTY, A Prof Corp
SBN 22703

When Recorded, Mail to:

KRIST GUDNASON
181 Taurus Ave
Oakland CA 94611

3 SSN CCM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN 128-066-10

AFFIDAVIT - DEATH

KRIST GUDNASON, of legal age, being first duly sworn, deposes and says that:

CAROLA PAGE GUDNASON - the decedent mentioned in the attached certified copy of *Certificate of Death*, having died on July 22, 2011 - is the same person as **CAROLA P. GUDNASON** named in that certain *Trust Transfer Deed* dated March 27, 2008, executed by Carola P. Gudnason, a married woman (as to an undivided 2.689% interest) – to **KRIST GUDNASON and CAROLA P. GUDNASON, Trustee of the GUDNASON FAMILY TRUST dated December 16, 1993** (as to an undivided 2.689% interest), recorded June 18, 2008 as Document No. 2008-0036459, in the Office of the Santa Barbara County Recorder, State of California, describing real property located at the address commonly known as 333 E. Enos Dr, Santa Maria, County of Santa Barbara, State of California, and more particularly described on EXHIBIT "A" attached hereto and made a part hereof in full by this reference.
APN 128-066-10

AND the affiant declares under penalty of perjury under the laws of the State of California, and signed at Pleasant Hill, California that the foregoing is true and correct.

Dated: September 8, 2011

KRIST GUDNASON

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA)

Subscribed and sworn to (or affirmed) before me on this 8th day of September, 2011, by **KRIST GUDNASON**, who proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____ (Seal)

GEORGE D. HARDISTY
Commission # 1829951
Notary Public - California
Contra Costa County
My Comm Expires Feb 5, 2013

Case: 24-10713 Doc# 192-6 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 47 of 168

STATE OF CALIFORNIA
CERTIFICATION OF VITAL RECORD

ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY
PUBLIC HEALTH DEPARTMENT

CERTIFICATE OF DEATH — STATE OF CALIFORNIA — USE BLACK INK ONLY / NO CHANGES, WHITEOUTS OR ALTERATIONS — VS-11 (REV. 1/2003)

STATE FILE NUMBER: | LOCAL REGISTRATION NUMBER: 3201101004798

DECEDENT'S PERSONAL DATA

1. NAME OF DECEDENT–FIRST (Given)	2. MIDDLE	3. LAST (Family)
CAROLA	PAGE	GUDNASON

AKA, ALSO KNOWN AS – Include full AKA (FIRST, MIDDLE, LAST):

4. DATE OF BIRTH mm/dd/ccyy	5. AGE Yrs.	If UNDER ONE YEAR Months	Days	If UNDER 24 HOURS Hours	Minutes	6. SEX
07/27/1938	72					F

9. BIRTH STATE/FOREIGN COUNTRY	10. SOCIAL SECURITY NUMBER	11. EVER IN U.S. ARMED FORCES?	12. MARITAL STATUS/SRDP (at Time of Death)	13. DATE OF DEATH mm/dd/ccyy	14. HOUR (24 Hours)
CA	[redacted]-5243	☐ YES ☒ NO ☐ UNK	MARRIED	07/22/2011	0120

15. EDUCATION – Highest Level/Degree (See worksheet on back)	14/16. WAS DECEDENT HISPANIC/LATINO/A/SPANISH? (If yes, see worksheet on back)	16. DECEDENT'S RACE – Up to 3 races may be listed (See worksheet on back)
HS GRADUATE	☐ YES ☒ NO	WHITE

17. USUAL OCCUPATION – Type of work for most of life. DO NOT USE RETIRED	18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.)	19. YEARS IN OCCUPATION
HOMEMAKER	OWN HOME	53

USUAL RESIDENCE

20. DECEDENT'S RESIDENCE (Street and number, or location): 181 TAURUS AVENUE

21. CITY	22. COUNTY/PROVINCE	23. ZIP CODE	24. YEARS IN COUNTY	25. STATE/FOREIGN COUNTRY
OAKLAND	ALAMEDA	94611	72	CA

INFORMANT

26. INFORMANT'S NAME, RELATIONSHIP	27. INFORMANT'S MAILING ADDRESS (Street and number, or rural route number, city or town, state and zip)
HAROLD KRIST GUDNASON, HUSBAND	181 TAURUS AVENUE, OAKLAND, CA 94611

SPOUSE/SRDP AND PARENT INFORMATION

28. NAME OF SURVIVING SPOUSE/SRDP–FIRST	29. MIDDLE	30. LAST (BIRTH NAME)	
HAROLD	KRIST	GUDNASON	
31. NAME OF FATHER/PARENT–FIRST	**32. MIDDLE**	**33. LAST**	**34. BIRTH STATE**
STANLEY	HADEN	PAGE	UNK
35. NAME OF MOTHER/PARENT–FIRST	**36. MIDDLE**	**37. LAST (BIRTH NAME)**	**38. BIRTH STATE**
DOROTHY	UTZ	SHOGREN	UNK

FUNERAL DIRECTOR/LOCAL REGISTRAR

39. DISPOSITION DATE mm/dd/ccyy	40. PLACE OF FINAL DISPOSITION	
07/28/2011	RES-HAROLD KRIST GUDNASON 181 TAURUS AVENUE, OAKLAND, CA 94611	
41. TYPE OF DISPOSITION(S)	**42. SIGNATURE OF EMBALMER**	**43. LICENSE NUMBER**
CR/RES	NOT EMBALMED	
44. NAME OF FUNERAL ESTABLISHMENT	**45. LICENSE NUMBER**	**46. SIGNATURE OF LOCAL REGISTRAR** / **47. DATE mm/dd/ccyy**
CHAPEL OF THE CHIMES	FD1254	MUNTU DAVIS, M.D. — 07/28/2011

PLACE OF DEATH

101. PLACE OF DEATH	102. IF HOSPITAL, SPECIFY ONE	103. IF OTHER THAN HOSPITAL, SPECIFY ONE
ALTA BATES SUMMIT MEDICAL CENTER	☒ IP ☐ ER/OP ☐ DOA	☐ Hospice ☐ Nursing Home/LTC ☐ Decedent's Home ☐ Other

104. COUNTY	105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location)	106. CITY
ALAMEDA	350 HAWTHORNE AVENUE	OAKLAND

CAUSE OF DEATH

107. CAUSE OF DEATH — Enter the chain of events — diseases, injuries, or complications — that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE.

		Time Interval Between Onset and Death	108. DEATH REPORTED TO CORONER?
IMMEDIATE CAUSE (Final disease or condition resulting in death) →	(a) CONGESTIVE HEART FAILURE	(AT) 2 DYS	☒ YES ☐ NO — 2011-02143
Sequentially list conditions, if any, leading to cause on Line A. Enter UNDERLYING CAUSE (Disease or injury that initiated the events resulting in death) LAST	(b) VALVULAR HEART DISEASE	(BT) YRS	109. AUTOPSY PERFORMED? ☐ YES ☒ NO
	(c)	(CT)	110. AUTOPSY PERFORMED? ☐ YES ☒ NO
	(d)	(DT)	111. USED IN DETERMINING CAUSE? ☐ YES ☐ NO

112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107: ATRIAL FIBRILLATION

113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date.): AORTIC VALVE REPLACEMENT 03/24/1999, AV NODE ABLATION PACEMAKER 01/11/2005

113A. IF FEMALE, PREGNANT IN LAST YEAR? ☐ YES ☒ NO ☐ UNK

PHYSICIAN'S CERTIFICATION

114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.

116. SIGNATURE AND TITLE OF CERTIFIER	116. LICENSE NUMBER	117. DATE mm/dd/ccyy
ROD WILFRED PERRY M.D.	G33909	07/27/2011

Decedent Attended Since (A) mm/dd/ccyy	Decedent Last Seen Alive (B) mm/dd/ccyy	118. TYPE/ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE
11/05/2001	05/17/2011	ROD WILFRED PERRY M.D. 424 28TH ST, OAKLAND, CA 94609

CORONER'S USE ONLY

119. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.

MANNER OF DEATH: ☐ Natural ☐ Accident ☐ Homicide ☐ Suicide ☐ Pending Investigation ☐ Could not be determined

120. INJURED AT WORK?	121. INJURY DATE mm/dd/ccyy	122. HOUR (24 Hours)
☐ YES ☐ NO ☐ UNK		

123. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.):

124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury):

125. LOCATION OF INJURY (Street and number, or location, and city, and zip):

126. SIGNATURE OF CORONER / DEPUTY CORONER	127. DATE mm/dd/ccyy	128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER

STATE REGISTRAR: A | B | C | D | E | *010001001835270* | FAX AUTH.# | *0000833267*

CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA } ss
COUNTY OF ALAMEDA }

This is a true and exact reproduction of the document officially registered and filed with the Alameda County Health Care Services Agency.

DATE ISSUED: 08/03/2011

MD

HEALTH OFFICER AND LOCAL REGISTRAR
ALAMEDA COUNTY, CALIFORNIA

This copy not valid unless prepared on engraved border displaying date and signature of Registrar.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

EXHIBIT "A"

Real property located at: 333 E. Enos Dr, Santa Maria, CA 93954 [County of Santa Barbara]
AP #128-066-10

Parcel B of Castle Parcel Map, Tract 5420, in the City of Santa Maria, County of Santa Barbara, State of California, as per map recorded in Book 34, Pages 33 and 34 of Parcel Maps, in the Office of the County Recorder of said County.

EXCEPTING THEREFROM all oil, gas, water and mineral rights below the depth of 500 feet, with no right of surface entry, as reserved in Deed recorded November 19, 1984 as Instrument No. 84-62247 of Official Records.

END OF DOCUMENT

Case: 24-10715 Doc# 192-6 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 49 of 168

RECORDING REQUESTED BY:
George D. Hardisty, A Prof Corp SBN 22703
AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO
Krist Gudnason, Trustee
181 Taurus Ave
Oakland CA 94611
Order No.:
Escrow No.:

2 ccM

2011-0054161

Recorded Official Records County of Santa Barbara Joseph E. Holland County Clerk Recorder
08:02AM 23-Sep-2011
REC FEE 18.00
CONFORMED COPY 4.00
KM
Page 1 of 2

A.P.N. **128-066-10**

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

TRUST TRANSFER DEED

GRANT DEED (EXCLUDED FROM REAPPRAISAL UNDER PROPOSITION 13, I.E., CALIF. CONST. ART 13A §1 ET SEQ.)
THE UNDERSIGNED GRANTOR(S) DECLARE(S) UNDER PENALTY OF PERJURY THAT THE FOLLOWING IS TRUE AND CORRECT:
DOCUMENTARY TRANSFER TAX IS $ **NONE**
☑ Computed on full value of property conveyed, or ☐ computed on full value less value of liens or encumbrances remaining at time of sale or transfer
☑ There is no Documentary transfer tax due. (state reason and give Code § or Ordinance number)
Not pursuant to a sale. Death of Spouse. Exempt per Revenue & Taxation Code Section #11930.
☐ Unincorporated area: ☐ city of AND
This is a Trust Transfer under §62 of the Revenue and Taxation Code and Grantor(s) has (have) checked the applicable exclusion:
☐ Transfer to a revocable trust; ☐ Transfer to a short-term trust not exceeding 12 years with Trustor holding the reversion;
☐ Transfer to a trust where the Trustor or the Trustor's spouse is the sole beneficiary; ☑ Change of trustee holding title;
☐ Transfer from trust to Trustor or Trustor's spouse where prior transfer to trust was excluded from reappraisal and for a valuable consideration, receipt of which is acknowledged.
☐ Other:
GRANTOR(S): Krist Gudnason, Surviving Trustee of Gudnason Family Trust dated December 16, 1993 - undiv 2.689% interest (Carola P. Gudnason having died July 22, 2011)
hereby **GRANT(S) TO: Krist Gudnason, Trustee of Gudnason Trust B dated December 16, 1993 - undiv 2.689% interest**

the following described real property in the City of **Santa Maria**
County of **Santa Barbara** , State of California:
Located at the address commonly known as 333 E. Enos Dr, Santa Maria CA93454, more particularly described on Exhibit "A" attached hereto and made a part hereof in full by this reference. APN 128-066-10

Dated: **September 8, 2011**

Gudnason Family Trust
Krist Gudnason
Krist Gudnason, Surviving Trustee

ACKNOWLEDGMENT

State of California)
County of **Contra Costa**)
On **9/8/2011** before me, **George D. Hardisty, Notary Public** (HERE INSERT NAME AND TITLE OF THE OFFICER)
personally appeared **Krist Gudnason**

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 George D. Hardisty (SEAL)

GEORGE D. HARDISTY
Commission # 1829951
Notary Public - California
Contra Costa County
My Comm Expires Feb 5, 2013

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

NAME	STREET ADDRESS	CITY, STATE & ZIP

Martin Dean's ESSENTIAL FORMS™
Case: 24-10715 Doc# 192-6 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 50 of 168

EXHIBIT "A"

Real property located at: 333 E. Enos Dr, Santa Maria, CA 93954 [County of Santa Barbara]
AP #128-066-10

Parcel B of Castle Parcel Map, Tract 5420, in the City of Santa Maria, County of Santa Barbara, State of California, as per map recorded in Book 34, Pages 33 and 34 of Parcel Maps, in the Office of the County Recorder of said County.

EXCEPTING THEREFROM all oil, gas, water and mineral rights below the depth of 500 feet, with no right of surface entry, as reserved in Deed recorded November 19, 1984 as Instrument No. 84-62247 of Official Records.

END OF DOCUMENT

Case: 24-10715 Doc# 192-6 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 51 of 168

STEWART TITLE

2016-0046611

Recorded | REC FEE 21.00
Official Records |
County of |
Santa Barbara |
Joseph E. Holland |
County Clerk Recorder |
| MG
03:12PM 09-Sep-2016 | Page 1 of 3

For... RECORDING REQUESTED BY: SPL
Stewart Title

AND WHEN RECORDED MAIL TO:
Patricia M. Riley
6359 Auburn Blvd Ste "B"
Citrus Heights, Ca 95621

Title Order No.: 01180-230633
Escrow No.: SU-02043858-DC

SPACE ABOVE THIS LINE FOR RECORDERS USE

AFFIDAVIT - DEATH OF TRUSTEE

State of California)
County of Santa Barbara) ss

Patricia M. Riley, of legal age, being first duly sworn, deposes and says:

1. That Billy R. Riley, the decedent mentioned in the attached certified copy of Certificate of Death is the same person as Billy R. Riley named as the Trustee in that certain Declaration of Trust dated 1994executed by Trustor(s).

2. At the time of the demise of the decedent, the decedent was the record owner, as Trustee, of real property commonly known as 333 E Enos Dr, Santa Maria, CA 93454, which property is described in a Deed executed , as Grantor(s), of Official Records in the office of the County Recorder of Santa Barbara County. Said property is shown on Exhibit "A" attached hereto.

3. I am the named successor Trustee under the above referenced Trust, which was in effect at the time of the death of the decedent mentioned in paragraph 1 above, and which has not been revoked and I hereby consent to act as such.

4. There is no Federal Estate Tax due as a result of the death of said decedent.

Signature Patricia M. Riley Dated 8-19, 2016
Patricia M. Riley

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)
)ss
COUNTY OF NAPA)

Subscribed and sworn to (or affirmed) before me on this 19 day of AUGUST, 20 16, by PATRICIA M. RILEY,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____ (Seal)

RAJENDRA K. MALIK
Commission # 2110230
Notary Public - California
Napa County
My Comm. Expires Jun 3, 2019

STATE OF CALIFORNIA
CERTIFICATION OF VITAL RECORD

OFFICE OF VITAL STATISTICS

COUNTY OF NAPA

NAPA, CALIFORNIA 94559-3721

3052015105835 — STATE FILE NUMBER

CERTIFICATE OF DEATH
STATE OF CALIFORNIA
USE BLACK INK ONLY / NO ERASURES, WHITEOUTS OR ALTERATIONS
VS-11(REV.3/06)

3201528000548 — LOCAL REGISTRATION NUMBER

DECEDENT'S PERSONAL DATA

1. NAME OF DECEDENT – FIRST (Given)	2. MIDDLE	3. LAST (Family)
BILLY	RAY	RILEY

AKA, ALSO KNOWN AS – Include full AKA (FIRST, MIDDLE, LAST):

4. DATE OF BIRTH mm/dd/ccyy	5. AGE Yrs.	If UNDER ONE YEAR: Months / Days	If UNDER 24 HOURS: Hours / Minutes	6. SEX
01/13/1937	78			M

9. BIRTH STATE/FOREIGN COUNTRY	10. SOCIAL SECURITY NUMBER	11. EVER IN U.S. ARMED FORCES?	12. MARITAL STATUS/SRDP (at Time of Death)	7. DATE OF DEATH mm/dd/ccyy	8. HOUR (24 Hours)
KY	[redacted]-3306	☐ YES ☒ NO ☐ UNK	MARRIED	05/23/2015	0755

13. EDUCATION – Highest Level/Degree (see worksheet on back)	14/15. WAS DECEDENT HISPANIC/LATINO/A/SPANISH? (If yes, see worksheet on back)	15. DECEDENT'S RACE – Up to 3 races may be listed (see worksheet on back)
SOME COLLEGE	☐ YES ☒ NO	WHITE

17. USUAL OCCUPATION – Type of work for most of life, DO NOT USE RETIRED	16. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.)	18. YEARS IN OCCUPATION
ACCOUNTANT	OIL INDUSTRY	28

USUAL RESIDENCE

19. DECEDENT'S RESIDENCE (Street and number, or location)				
1 AUTUMN CREEK COURT				
21. CITY	**22. COUNTY/PROVINCE**	**23. ZIP CODE**	**24. YEARS IN COUNTY**	**25. STATE/FOREIGN COUNTRY**
NAPA	NAPA	94559	15	CA

INFORMANT

26. INFORMANT'S NAME, RELATIONSHIP	27. INFORMANT'S MAILING ADDRESS (Street and number, or rural route number, city or town, state and zip)
PATRICIA M. RILEY, WIFE	1 AUTUMN CREEK COURT, NAPA, CA 94559

SPOUSE/SRDP AND PARENT INFORMATION

28. NAME OF SURVIVING SPOUSE/SRDP – FIRST	29. MIDDLE	30. LAST (BIRTH NAME)	
PATRICIA	M.	MASON	
31. NAME OF FATHER/PARENT – FIRST	**32. MIDDLE**	**33. LAST**	**34. BIRTH STATE**
SYLVESTER	JOHNSON	RILEY	KY
35. NAME OF MOTHER/PARENT – FIRST	**36. MIDDLE**	**37. LAST (BIRTH NAME)**	**38. BIRTH STATE**
MARTHA	LORETTA	CRENSHAW	KY

FUNERAL DIRECTOR/LOCAL REGISTRAR

39. DISPOSITION DATE mm/dd/ccyy	40. PLACE OF FINAL DISPOSITION		
05/29/2015	EVERGREEN FUNERAL HOME AND CEMETERY 4623 PRESTON HIGHWAY, LOUISVILLE, KY 40213		
41. TYPE OF DISPOSITION(S)	**42. SIGNATURE OF EMBALMER**		**43. LICENSE NUMBER**
TR/BU	▸ CHRISTOPHER KUCZYNSKI		EMB8278
44. NAME OF FUNERAL ESTABLISHMENT	**45. LICENSE NUMBER**	**46. SIGNATURE OF LOCAL REGISTRAR**	**47. DATE mm/dd/ccyy**
TULOCAY CEMETERY,FUNERAL HOME,CREMATORY	FD1786	▸ VICTOR AAEN, MD	05/29/2015

PLACE OF DEATH

101. PLACE OF DEATH	102. IF HOSPITAL, SPECIFY ONE	103. IF OTHER THAN HOSPITAL, SPECIFY ONE
MEADOWS CARE CENTER	☐ IP ☐ ER/OP ☐ DOA	☐ Hospice ☒ Nursing Home/LTC ☐ Decedent's Home ☐ Other

104. COUNTY	105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location)	106. CITY
NAPA	1900 ATRIUM PARKWAY	NAPA

CAUSE OF DEATH

107. CAUSE OF DEATH — Enter the chain of events — diseases, injuries, or complications — that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE.

		Time Interval Between Onset and Death
IMMEDIATE CAUSE (Final disease or condition resulting in death) →	(A) ASPIRATION PNEUMONIA	(a) DAYS
Sequentially, list conditions, if any, leading to cause on Line A. Enter UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST	(B) CEREBROVASCULAR ACCIDENT WITH DYSPHAGIA	(b) DAYS
	(C)	(c)
	(D)	(d)

108. DEATH REPORTED TO CORONER? ☐ YES ☒ NO — CORONER'S CASE NUMBER

109. AUTOPSY PERFORMED? ☐ YES ☒ NO

110. AUTOPSY PERFORMED? ☐ YES ☒ NO

111. USED IN DETERMINING CAUSE? ☐ YES ☐ NO

112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107
SCLERODERMA WITH ESOPHAGEAL STRICTURE

113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date.)
NO

113A. IF FEMALE, PREGNANT IN LAST YEAR? ☐ YES ☐ NO ☐ UNK

PHYSICIAN'S CERTIFICATION

114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED. FROM THE CAUSES STATED.

(A) mm/dd/ccyy	(B) mm/dd/ccyy	115. SIGNATURE AND TITLE OF CERTIFIER	116. LICENSE NUMBER	117. DATE mm/dd/ccyy
05/19/2015	05/19/2015	▸ CHRISTINA S SITENGA-KAKO M.D.	[redacted]	05/19/2015

118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE: CHRISTINA S SITENGA-KAKO M.D.
1300 TRANCAS ST QVMC, NAPA, CA 94558

CORONER'S USE ONLY

119. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.
MANNER OF DEATH: ☐ Natural ☐ Accident ☐ Suicide ☐ Homicide ☐ Pending Investigation ☐ Could not be determined

120. INJURED AT WORK? ☐ YES ☐ NO ☐ UNK

121. INJURY DATE mm/dd/ccyy

122. HOUR (24 Hours)

123. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)

124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)

125. LOCATION OF INJURY (Street and number, or location, and city, and zip)

126. SIGNATURE OF CORONER / DEPUTY CORONER

127. DATE mm/dd/ccyy

128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER

STATE REGISTRAR	A	B	C	D	E		FAX AUTH.#	CENSUS TRACT
						01005102748875		

Effective 06/26/2015:
Dr. Victor J. Aaen, MD, Local Registrar

CERTIFIED COPY OF VITAL RECORDS
STATE OF CALIFORNIA, COUNTY OF NAPA
This is a true and exact reproduction of the document officially registered and placed on file in the OFFICE OF VITAL STATISTICS, COUNTY OF NAPA
HEALTH AND HUMAN SERVICES AGENCY.

DATE ISSUED JUN 01 2015

Karen Smith, M.D., M.P.H.
Health Officer & Deputy Director for Public Health

000162490

This copy not valid unless prepared on an engraved border, displaying the date, seal and signature of the County Registrar.

EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Santa Barbara, City of Santa Maria and described as follows:

PARCEL B OF CASTLE PARCEL MAP, TRACT NO. 5420, IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34, PAGE 33 AND 34 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, WATER AND MINERAL RIGHTS BELOW THE DEPTH OF 500 FEET, WITH NO RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED NOVEMBER 19, 1984 AS INSTRUMENT No. 84-62247 OF OFFICIAL RECORDS.

(End of Legal Description)

APN: 128-066-010

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

STEWART TITLE

2016-0046612

Recorded Official Records County of Santa Barbara Joseph E. Holland County Clerk Recorder	REC FEE	21.00
	PCOR	20.00
	MG	
03:12PM 09-Sep-2016	Page 1 of 3	

For... RECORDING REQUESTED BY: SPL
Stewart Title

AND WHEN RECORDED MAIL TO:

LeFever Mattson Inc
6359 Auburn Blvd. Ste B
Citrus Heights, Ca.95621

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 01180-230633 **Escrow No.:** SU-02043858-DC
AP#: 128-066-010

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $ R+T 11925

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[X] Unincorporated area [ ] City of **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Patricia M. Riley, as Surviving Trustee of the Riley 1994 Revocable Trust

hereby GRANT(s) to:

River Tree Partners LP, A California Limited Liability Company

the real property in the County of Santa Barbara, State of California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: 333 E Enos Dr, Santa Maria, CA 93454

DATED: August 3, 2016

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: 01180-230633 Escrow No.: SU-02043858-DC AP#: 128-066-010

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: August 3, 2016

The Riley 1994 Revocable Trust

Patricia M. Riley

Patricia M. Riley, Surviving Trustee

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 NAPA

On AUGUST 19, 2016 before me, RAJENDRA K. MALIK A Notary Public personally appeared PATRICIA M. RILEY

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

RAJENDRA K. MALIK
Commission # 2110230
Notary Public - California
Napa County
My Comm. Expires Jun 3, 2019

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Santa Barbara, City of Santa Maria and described as follows:

PARCEL B OF CASTLE PARCEL MAP, TRACT NO. 5420, IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34, PAGE 33 AND 34 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, WATER AND MINERAL RIGHTS BELOW THE DEPTH OF 500 FEET, WITH NO RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED NOVEMBER 19, 1984 AS INSTRUMENT No. 84-62247 OF OFFICIAL RECORDS.

(End of Legal Description)

APN: 128-066-010

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

STEWART TITLE

2016-0046613

Recorded	REC FEE 21.00
Official Records	
County of	
Santa Barbara	
Joseph E. Holland	
County Clerk Recorder	
	MG
03:12PM 09-Sep-2016	Page 1 of 3

For... RECORDING REQUESTED BY: SPL
Stewart Title

AND WHEN RECORDED MAIL TO:

LeFever Mattson Inc
6359 Auburn Blvd. Ste B
Citrus Heights, Ca. 95621

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 01180-230633 **Escrow No.:** SU-02043858-DC
AP#: 128-066-010

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $ R+T 11925

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[ ] Unincorporated area [X] City of Santa Maria **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Country Oaks 1, LP A California Limited Partnership who acquired title as Country Oaks LLC A California Limited Liability Company (conversion done Dec 19, 2012)

hereby GRANT(s) to:

River Tree Partners LP, A California Limited Partnership

the real property in the City of Santa Maria, County of Santa Barbara, State of California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: 333 East Enos Drive, Santa Maria, CA 93454

DATED: August 30, 2016

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: 01180-230633 Escrow No.: SU-02043858-DC AP#: 128-066-010

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: August 30, 2016

Country Oaks 1, LP, A California Limited Partnership
BY: LeFever Mattson, A California Corporation, its general partner

By: _____
Tim LeFever, Vice President

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 Sacramento

On Aug 30, 2016 before me, I Deana Curtis A Notary Public personally appeared Tim LeFever

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

DEANA CURTIS
COMM. #2116911
Notary Public-California
SACRAMENTO COUNTY
My Comm. Exp. July 21, 2019

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Santa Barbara, City of Santa Maria and described as follows:

PARCEL B OF CASTLE PARCEL MAP, TRACT NO. 5420, IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34, PAGE 33 AND 34 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, WATER AND MINERAL RIGHTS BELOW THE DEPTH OF 500 FEET, WITH NO RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED NOVEMBER 19, 1984 AS INSTRUMENT No. 84-62247 OF OFFICIAL RECORDS.

(End of Legal Description)

APN: 128-066-010

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

STEWART TITLE

2016-0046614

Recorded	REC FEE 21.00
Official Records	
County of	
Santa Barbara	
Joseph E. Holland	
County Clerk Recorder	
	MG
03:12PM 09-Sep-2016	Page 1 of 3

RECORDING REQUESTED BY: SPL
For Stewart Title

AND WHEN RECORDED MAIL TO:

LeFever Mattson
6359 Auburn Blvd. Ste B
Citrus Heights, Ca. 95621

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 01180-230633 **Escrow No.:** SU-02043858-DC
AP#: 128-066-010

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is R&T 11925

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[ ] Unincorporated area [X] City of Santa Maria **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

LeFever Mattson Inc., A California Corporation as to 99% of its entire ownership interest

hereby GRANT(s) to:

River Tree Partners LP, a California Limited Partnership

the real property in the City of Santa Maria, County of Santa Barbara, State of California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: 333 East Enos Drive, Santa Maria, CA 93454

DATED: August 30, 2016

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: 01180-230633 Escrow No.: SU-02043858-DC AP#: 128-066-010

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: August 30, 2016

LeFever Mattson, A California Corporation

By: _____
Tim LeFever, Vice President

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 Sacramento

On Aug 30, 2016 before me, Deana Curtis A Notary Public

personally appeared Tim LeFever

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

DEANA CURTIS
COMM. #2116911
Notary Public-California
SACRAMENTO COUNTY
My Comm. Exp. July 21, 2019

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Santa Barbara, City of Santa Maria and described as follows:

PARCEL B OF CASTLE PARCEL MAP, TRACT NO. 5420, IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34, PAGE 33 AND 34 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, WATER AND MINERAL RIGHTS BELOW THE DEPTH OF 500 FEET, WITH NO RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED NOVEMBER 19, 1984 AS INSTRUMENT No. 84-62247 OF OFFICIAL RECORDS.

(End of Legal Description)

APN: 128-066-010

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

STEWART TITLE

2016-0046615

Recorded	REC FEE	21.00
Official Records		
County of		
Santa Barbara		
Joseph E. Holland		
County Clerk Recorder		
	MG	
03:12PM 09-Sep-2016	Page 1 of 3	

RECORDING REQUESTED BY: SPL
for Stewart Title

AND WHEN RECORDED MAIL TO:

LeFever Mattson
6359 Auburn Blvd. Ste B
Citrus Heights, Ca. 95621

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 01180-230633 **Escrow No.:** SU-02043858-DC
AP#: 128-066-010

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is R&T 11925

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[ ] Unincorporated area [X] City of Santa Maria **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

LeFever Mattson Inc., A California Corporation as to 1% remaining ownership interest

hereby GRANT(s) to:

River Tree Partners LP, a California Limited Partnership

the real property in the City of Santa Maria, County of Santa Barbara, State of California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: 333 East Enos Drive, Santa Maria, CA 93454

DATED: August 30, 2016

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: 01180-230633 Escrow No.: SU-02043858-DC AP#: 128-066-010

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: August 30, 2016

LeFever Mattson, A California Corporation, its general partner

By: _____
Tim LeFever, Vice President

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 Sacramento

On Aug 30, 2016 before me, Deana Curtis, A Notary Public personally appeared Tim LeFever

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

BMP1 DEANA CURTIS COMM. #2116911 Notary Public-California SACRAMENTO COUNTY My Comm. Exp. July 21, 2019 BMP1

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Santa Barbara, City of Santa Maria and described as follows:

PARCEL B OF CASTLE PARCEL MAP, TRACT NO. 5420, IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34, PAGE 33 AND 34 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, WATER AND MINERAL RIGHTS BELOW THE DEPTH OF 500 FEET, WITH NO RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED NOVEMBER 19, 1984 AS INSTRUMENT No. 84-62247 OF OFFICIAL RECORDS.

(End of Legal Description)

APN: 128-066-010

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

STEWART TITLE

2016-0046616

Recorded	REC FEE	21.00
Official Records		
County of		
Santa Barbara		
Joseph E. Holland		
County Clerk Recorder		
	MG	
03:12PM 09-Sep-2016	Page 1 of 3	

RECORDING REQUESTED BY: SPL
Stewart Title

AND WHEN RECORDED MAIL TO:

LeFever Mattson Inc
6359 Auburn Blvd. Ste B
Citrus Heights, Ca.95621

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 01180-230633 **Escrow No.:** SU-02043858-DC
AP#: 128-066-010

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $ RT 11925

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[X] Unincorporated area [ ] City of **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Kenneth W. Albers and Macia A. Albers, husband and wife, as joint tenants

hereby GRANT(s) to:

River Tree Partners, LP, A California Limited Partnership

the real property in the County of Santa Barbara, State of California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: 333 E Enos Dr, Santa Maria, CA 93454

DATED: August 3, 2016

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: 01180-230633 Escrow No.: SU-02043858-DC AP#: 128-066-010

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: August 3, 2016

Kenneth W. Albers
Kenneth W. Albers

Marcia A. Albers
Macia A. Albers

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 Solano

On 08/15/2016 before me, N. Dang A Notary Public
personally appeared Kenneth W. Albers and Marcia A. Albers

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.

N. DANG
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2087225
SOLANO COUNTY
My Comm. Exp. October 23, 2018

Signature _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Santa Barbara, City of Santa Maria and described as follows:

PARCEL B OF CASTLE PARCEL MAP, TRACT NO. 5420, IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34, PAGE 33 AND 34 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, WATER AND MINERAL RIGHTS BELOW THE DEPTH OF 500 FEET, WITH NO RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED NOVEMBER 19, 1984 AS INSTRUMENT No. 84-62247 OF OFFICIAL RECORDS.

(End of Legal Description)

APN: 128-066-010

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

STEWART TITLE

2016-0046617

Recorded	REC FEE	21.00
Official Records		
County of		
Santa Barbara		
Joseph E. Holland		
County Clerk Recorder		
	MG	
03:12PM 09-Sep-2016	Page 1 of 3	

RECORDING REQUESTED BY: SPL
For... Stewart Title

AND WHEN RECORDED MAIL TO:

LeFever Mattson Inc
6359 Auburn Blvd. Ste B
Citrus Heights, Ca. 95621

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 01180-230633 **Escrow No.:** SU-02043858-DC
AP#: 128-066-010

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $ RPT 11925

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[ ] Unincorporated area [X] City of Santa Maria **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Janice M. Conrad, Trustee of the Janice M. Conrad Living Trust dated 02/23/2006

hereby GRANT(s) to:

River Tree Partners LP, a California Limited Partnership

the real property in the City of Santa Maria, County of Santa Barbara, State of California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: 333 East Enos Drive, Santa Maria, CA 93454

DATED: August 31, 2016

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: 01180-230633 Escrow No.: SU-02043858-DC AP#: 128-066-010

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: August 3, 2016

The Janice M. Conrad Living Trust dated 02/23/2006

Janice M. Conrad

Janice M. Conrad, Trustee

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 Alameda

On August 12, 2016 before me, Mishawndra Hughes A Notary Public personally appeared Janice M. Conrad

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.

MISHAWNDRA HUGHES
Commission # 2102041
Notary Public - California
Alameda County
My Comm. Expires Apr 1, 2019

Signature _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Santa Barbara, City of Santa Maria and described as follows:

PARCEL B OF CASTLE PARCEL MAP, TRACT NO. 5420, IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34, PAGE 33 AND 34 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, WATER AND MINERAL RIGHTS BELOW THE DEPTH OF 500 FEET, WITH NO RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED NOVEMBER 19, 1984 AS INSTRUMENT No. 84-62247 OF OFFICIAL RECORDS.

(End of Legal Description)

APN: 128-066-010

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

STEWART TITLE

2016-0046618

Recorded	REC FEE 21.00
Official Records	
County of	
Santa Barbara	
Joseph E. Holland	
County Clerk Recorder	
	MG
03:12PM 09-Sep-2016	Page 1 of 3

RECORDING REQUESTED BY: SPL
For--- Stewart Title

AND WHEN RECORDED MAIL TO:

LeFever Mattson Inc
6359 Auburn Blvd. Ste B
Citrus Heights, Ca.95621

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 01180-230633 **Escrow No.:** SU-02043858-DC
AP#: 128-066-010

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $ RAT 11925

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[X] Unincorporated area [ ] City of **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Craig H. Davis and Kathryn M. Davis, husband and wife, as joint tenants

hereby GRANT(s) to:

River Tree Partners LP., A California Limited Partnership

the real property in the County of Santa Barbara, State of California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: 333 E Enos Dr, Santa Maria, CA 93454

DATED: August 3, 2016

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: 01180-230633 Escrow No.: SU-02043858-DC AP#: 128-066-010

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: August 3, 2016

Craig H. Davis

Kathryn M. Davis

Kathryn M. Davis

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 Contra Costa

On August 12, 2016 before me, John de Benedictis A Notary Public personally appeared Craig H. Davis and Kathryn M. Davis

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 John de Benedictis (Seal)

JOHN DEBENEDICTIS
Commission # 2101459
Notary Public - California
Contra Costa County
My Comm. Expires Feb 26, 2019

EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Santa Barbara, City of Santa Maria and described as follows:

PARCEL B OF CASTLE PARCEL MAP, TRACT NO. 5420, IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34, PAGE 33 AND 34 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, WATER AND MINERAL RIGHTS BELOW THE DEPTH OF 500 FEET, WITH NO RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED NOVEMBER 19, 1984 AS INSTRUMENT No. 84-62247 OF OFFICIAL RECORDS.

(End of Legal Description)

APN: 128-066-010

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

STEWART TITLE

2016-0046619

Recorded	REC FEE	21.00
Official Records		
County of		
Santa Barbara		
Joseph E. Holland		
County Clerk Recorder		
	MG	
03:12PM 09-Sep-2016	Page 1 of 3	

For... RECORDING REQUESTED BY: SPL
Stewart Title

AND WHEN RECORDED MAIL TO:

LeFever Mattson Inc
6359 Auburn Blvd. Ste B
Citrus Heights, Ca.95621

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 01180-230633 **Escrow No.:** SU-02043858-DC
AP#: 128-066-010

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $ RNT 11925

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[X] Unincorporated area [ ] City of **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Mariane Dellacort, Trustee of the Mariane Dellacort Family Trust dated 02/01/2000

hereby GRANT(s) to:

River Tree Partners, LP, A California Limited Partnership

the real property in the County of Santa Barbara, State of California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: 333 E Enos Dr, Santa Maria, CA 93454

DATED: August 3, 2016

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: 01180-230633 Escrow No.: SU-02043858-DC AP#: 128-066-010

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: August 3, 2016

The Mariane Dellacort Family Trust dated
02/01/2000

Mariane Dellacort Aug 22, 16
Mariane Dellacort, Trustee

8/22/16
Heather Mattson
has Grant Deed
at Stewart Title of
Sacramento
M.D.

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 Napa

On August 22, 2016 before me, Neilann Martinez, A Notary Public
personally appeared Mariane Dellacort

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 Neilann Martinez (Seal)

NEILANN MARTINEZ
Commission # 2035868
Notary Public - California
Napa County
My Comm. Expires Sep 1, 2017

EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Santa Barbara, City of Santa Maria and described as follows:

PARCEL B OF CASTLE PARCEL MAP, TRACT NO. 5420, IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34, PAGE 33 AND 34 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, WATER AND MINERAL RIGHTS BELOW THE DEPTH OF 500 FEET, WITH NO RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED NOVEMBER 19, 1984 AS INSTRUMENT No. 84-62247 OF OFFICIAL RECORDS.

(End of Legal Description)

APN: 128-066-010

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

STEWART TITLE

2016-0046620

Recorded	REC FEE	21.00
Official Records		
County of		
Santa Barbara		
Joseph E. Holland		
County Clerk Recorder		
	MG	
03:12PM 09-Sep-2016	Page 1 of 3	

RECORDING REQUESTED BY: SPL
For.. Stewart Title

AND WHEN RECORDED MAIL TO:

LeFever Mattson Inc
6359 Auburn Blvd. Ste B
Citrus Heights, Ca.95621

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 01180-230633 **Escrow No.:** SU-02043858-DC
AP#: 128-066-010

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $ R&T 11925

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[X] Unincorporated area [ ] City of **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Jacob T. Ming who acquired title as Thomas K. Dong and Shirley M. Dong, husband and wife

hereby GRANT(s) to:

River Tree Partners, LP, A California Limited Partnership

the real property in the County of Santa Barbara, State of California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: 333 E Enos Dr, Santa Maria, CA 93454

DATED: August 3, 2016

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: 01180-230633 Escrow No.: SU-02043858-DC AP#: 128-066-010

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: August 3, 2016

Thomas K. Dong (aka Jacob T. Ming)

Shirley M. Dong

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 Alameda

On Aug 12, 2016 before me, Kisa M. Konrad A Notary Public
personally appeared Jacob T. Ming and Shirley M. Dong

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

KISA M. KONRAD
Commission # 2068970
Notary Public - California
Alameda County
My Comm. Expires May 20, 2018

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Santa Barbara, City of Santa Maria and described as follows:

PARCEL B OF CASTLE PARCEL MAP, TRACT NO. 5420, IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34, PAGE 33 AND 34 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, WATER AND MINERAL RIGHTS BELOW THE DEPTH OF 500 FEET, WITH NO RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED NOVEMBER 19, 1984 AS INSTRUMENT No. 84-62247 OF OFFICIAL RECORDS.

(End of Legal Description)

APN: 128-066-010

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

STEWART TITLE

2016-0046621

Recorded	REC FEE 21.00
Official Records	
County of	
Santa Barbara	
Joseph E. Holland	
County Clerk Recorder	
	MG
03:12PM 09-Sep-2016	Page 1 of 3

RECORDING REQUESTED BY: SPL
For... Stewart Title

AND WHEN RECORDED MAIL TO:

LeFever Mattson Inc
6359 Auburn Blvd. Ste B
Citrus Heights, Ca.95621

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 01180-230633 **Escrow No.:** SU-02043858-DC
AP#: 128-066-010

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $ RPT 11925

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[X] Unincorporated area [ ] City of **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Krist Gudnason, Trustee of the Gudnason Trusts B dated December 16, 1993

hereby GRANT(s) to:

River Tree Partners LP, A California Limited Partnership

the real property in the County of Santa Barbara, State of California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: 333 E Enos Dr, Santa Maria, CA 93454

DATED: August 3, 2016

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: 01180-230633 Escrow No.: SU-02043858-DC AP#: 128-066-010

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: August 3, 2016

Gudnason Trusts B dated December 16, 1993

Krist Gudnason

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 Alameda

On 12 Aug, 2016 before me, Amandeep Kaur A Notary Public
personally appeared Krist Gudnason

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.

AMANDEEP KAUR
COMM. #2114290
NOTARY PUBLIC • CALIFORNIA
ALAMEDA COUNTY
Commission Expires JUNE 6, 2019

Signature Amandeep Kaur (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Santa Barbara, City of Santa Maria and described as follows:

PARCEL B OF CASTLE PARCEL MAP, TRACT NO. 5420, IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34, PAGE 33 AND 34 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, WATER AND MINERAL RIGHTS BELOW THE DEPTH OF 500 FEET, WITH NO RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED NOVEMBER 19, 1984 AS INSTRUMENT No. 84-62247 OF OFFICIAL RECORDS.

(End of Legal Description)

APN: 128-066-010

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

STEWART TITLE

2016-0046622

Recorded	REC FEE	21.00
Official Records		
County of		
Santa Barbara		
Joseph E. Holland		
County Clerk Recorder		
	MG	
03:15PM 09-Sep-2016	Page 1 of 3	

RECORDING REQUESTED BY: SPL
For... Stewart Title

AND WHEN RECORDED MAIL TO:

LeFever Mattson Inc
6359 Auburn Blvd. Ste B
Citrus Heights, Ca. 95621

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 01180-230633 **Escrow No.:** SU-02043858-DC
AP#: 128-066-010

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $ RAT 11925

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[ ] Unincorporated area [X] City of Santa Maria **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Richard W. Lull and Maureen J. Lull, as Trustees of the Lull Family Living Revocable Trust dated January 15, 2009

hereby GRANT(s) to:

River Tree Partners LP, a California Limited Partnership

the real property in the City of Santa Maria, County of Santa Barbara, State of California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: 333 East Enos Drive, Santa Maria, CA 93454

DATED: August 3, 2016

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: 01180-230633 Escrow No.: SU-02043858-DC AP#: 128-066-010

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: August 3, 2016

The Lull Family Living Revocable Trust dated January 15, 2009

Richard W. Lull, Trustee

Maureen J. Lull, Trustee

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 August 14, 2016 before me, S. Mirghanbari A Notary Public personally appeared Richard W. Lull and Maureen J. Lull

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

S. MIRGHANBARI
Notary Public - California
Los Angeles County
Commission # 2150941
My Comm. Expires Apr 28, 2020

EXHIBIT 'A'

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Santa Barbara, City of Santa Maria and described as follows:

PARCEL B OF CASTLE PARCEL MAP, TRACT NO. 5420, IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34, PAGE 33 AND 34 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, WATER AND MINERAL RIGHTS BELOW THE DEPTH OF 500 FEET, WITH NO RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED NOVEMBER 19, 1984 AS INSTRUMENT No. 84-62247 OF OFFICIAL RECORDS.

(End of Legal Description)

APN: 128-066-010

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

STEWART TITLE

2016-0046623

Recorded	REC FEE 21.00
Official Records	
County of	
Santa Barbara	
Joseph E. Holland	
County Clerk Recorder	
	MG
03:15PM 09-Sep-2016	Page 1 of 3

RECORDING REQUESTED BY: SPL
For... Stewart Title

AND WHEN RECORDED MAIL TO:

LeFever Mattson Inc
6359 Auburn Blvd. Ste B
Citrus Heights, Ca.95621

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 01180-230633 **Escrow No.:** SU-02043858-DC
AP#: 128-066-010

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $ R+T 11925

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[X] Unincorporated area [ ] City of **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Richard W. Lull, Successor Trustee of the Walter Lull Living Trust dated 09/05/1996

hereby GRANT(s) to:

River Tree Partners, LP, A Calfiornia Limited Partnership

the real property in the County of Santa Barbara, State of California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: 333 E Enos Dr, Santa Maria, CA 93454

DATED: August 3, 2016

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: 01180-230633 Escrow No.: SU-02043858-DC AP#: 128-066-010

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: August 3, 2016

The Walter Lull Living Trust dated 09/05/1009

BY: R. W. Lull Successor Trustee
Richard W. Lull, Successor Trustee

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 August 19, 2016 before me, S. Mirghanbari A Notary Public
personally appeared Richard W. Lull

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

S. MIRGHANBARI
Notary Public - California
Los Angeles County
Commission # 2150941
My Comm. Expires Apr 28, 2020

EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Santa Barbara, City of Santa Maria and described as follows:

PARCEL B OF CASTLE PARCEL MAP, TRACT NO. 5420, IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34, PAGE 33 AND 34 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, WATER AND MINERAL RIGHTS BELOW THE DEPTH OF 500 FEET, WITH NO RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED NOVEMBER 19, 1984 AS INSTRUMENT No. 84-62247 OF OFFICIAL RECORDS.

(End of Legal Description)

APN: 128-066-010

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

STEWART TITLE

2016-0046624

Recorded	REC FEE 21.00
Official Records	
County of	
Santa Barbara	
Joseph E. Holland	
County Clerk Recorder	
	MG
03:15PM 09-Sep-2016	Page 1 of 3

RECORDING REQUESTED BY: SPL
For... Stewart Title

AND WHEN RECORDED MAIL TO:

LeFever Mattson Inc
6359 Auburn Blvd. Ste B
Citrus Heights, Ca.95621

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 01180-230633 **Escrow No.:** SU-02043858-DC
AP#: 128-066-010

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $ R+T 11925

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[X] Unincorporated area [ ] City of **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Richard Lyon, a married man as his sole and separate property

hereby GRANT(s) to:

River Tree Partners LP, A California Limited Partnership

the real property in the County of Santa Barbara, State of California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: 333 E Enos Dr, Santa Maria, CA 93454

DATED: August 3, 2016

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: 01180-230633 Escrow No.: SU-02043858-DC AP#: 128-066-010

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: August 3, 2016

Richard Lyon

Richard Lyon

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 Contra Costa

On 8/13/2016 before me, Karen McInnis A Notary Public

personally appeared Richard Lyon

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 Karen McInnis (Seal)

KAREN MCINNIS
Commission # 2083285
Notary Public - California
Contra Costa County
My Comm. Expires Sep 26, 2018

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Santa Barbara, City of Santa Maria and described as follows:

PARCEL B OF CASTLE PARCEL MAP, TRACT NO. 5420, IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34, PAGE 33 AND 34 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, WATER AND MINERAL RIGHTS BELOW THE DEPTH OF 500 FEET, WITH NO RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED NOVEMBER 19, 1984 AS INSTRUMENT No. 84-62247 OF OFFICIAL RECORDS.

(End of Legal Description)

APN: 128-066-010

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

STEWART TITLE

2016-0046625

Recorded	REC FEE	21.00
Official Records		
County of		
Santa Barbara		
Joseph E. Holland		
County Clerk Recorder		
	MG	
03:15PM 09-Sep-2016	Page 1 of 3	

For... RECORDING REQUESTED BY: SPL
Stewart Title

AND WHEN RECORDED MAIL TO:

LeFever Mattson Inc
6359 Auburn Blvd. Ste B
Citrus Heights, Ca.95621

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 01180-230633 **Escrow No.:** SU-02043858-DC
AP#: 128-066-010

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $ RT 11925

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[X] Unincorporated area [ ] City of **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Marie Ann Morse, a single woman

hereby GRANT(s) to:

River Tree Partners LP, A California Limited Liability Company

the real property in the County of Santa Barbara, State of California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: 333 E Enos Dr, Santa Maria, CA 93454

DATED: August 3, 2016

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: 01180-230633 Escrow No.: SU-02043858-DC AP#: 128-066-010

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: August 3, 2016

Marie Ann Morse

Marie Ann Morse

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 Yolo

On August 16, 2016 before me, Scott K. Yoder A Notary Public personally appeared Marie Ann Morse

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.

SCOTT K. YODER
Commission # 2105417
Notary Public - California
Yolo County
My Comm. Expires Apr 27, 2019

Signature (Seal)

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Santa Barbara, City of Santa Maria and described as follows:

PARCEL B OF CASTLE PARCEL MAP, TRACT NO. 5420, IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34, PAGE 33 AND 34 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, WATER AND MINERAL RIGHTS BELOW THE DEPTH OF 500 FEET, WITH NO RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED NOVEMBER 19, 1984 AS INSTRUMENT No. 84-62247 OF OFFICIAL RECORDS.

(End of Legal Description)

APN: 128-066-010

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

STEWART TITLE

2016-0046626

Recorded	REC FEE 21.00
Official Records	
County of	
Santa Barbara	
Joseph E. Holland	
County Clerk Recorder	
	MG
03:15PM 09-Sep-2016	Page 1 of 3

RECORDING REQUESTED BY: SPL
Stewart Title

AND WHEN RECORDED MAIL TO:

LeFever Mattson Inc
6359 Auburn Blvd. Ste B
Citrus Heights, Ca.95621

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 01180-230633 **Escrow No.:** SU-02043858-DC
AP#: 128-066-010

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $ R+T 11925

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[X] Unincorporated area [ ] City of **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Kathy Ogg AKA Katherine Mary Ogg, an unmarried woman

hereby GRANT(s) to:

River Tree Partners LP, A California Limited Partnership

the real property in the County of Santa Barbara, State of California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: 333 E Enos Dr, Santa Maria, CA 93454

DATED: August 3, 2016

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: 01180-230633 Escrow No.: SU-02043858-DC AP#: 128-066-010

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: August 3, 2016

Katherine Ogg
Kathy Ogg aka Katherine Mary Ogg

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 SANTA CLARA

On AUG. 13, 2016 before me, MAULIK ANIL PANDIT A Notary Public personally appeared KATHERENE MARY OGG

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.

MAULIK ANIL PANDIT
COMM. #2089752
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Comm. Exp. Dec. 10, 2018

Signature Pandit (Seal)

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Santa Barbara, City of Santa Maria and described as follows:

PARCEL B OF CASTLE PARCEL MAP, TRACT NO. 5420, IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34, PAGE 33 AND 34 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, WATER AND MINERAL RIGHTS BELOW THE DEPTH OF 500 FEET, WITH NO RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED NOVEMBER 19, 1984 AS INSTRUMENT No. 84-62247 OF OFFICIAL RECORDS.

(End of Legal Description)

APN: 128-066-010

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

STEWART TITLE

2016-0046627

Recorded	REC FEE 24.00
Official Records	
County of	
Santa Barbara	
Joseph E. Holland	
County Clerk Recorder	
	MG
03:15PM 09-Sep-2016	Page 1 of 4

For... RECORDING REQUESTED BY: SPL
Stewart Title

AND WHEN RECORDED MAIL TO:

LeFever Mattson Inc
6359 Auburn Blvd. Ste B
Citrus Heights, Ca.95621

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 01180-230633 **Escrow No.:** SU-02043858-DC
AP#: 128-066-010

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $ R+T 11925

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[X] Unincorporated area [ ] City of **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Januth K. Hayashi and Peter S. Strickland, wife and husand, as joint tenants

hereby GRANT(s) to:

River Tree Partners LP, A California Limited Partnership

the real property in the County of Santa Barbara, State of California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: 333 E Enos Dr, Santa Maria, CA 93454

DATED: August 3, 2016

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: 01180-230633 Escrow No.: SU-02043858-DC AP#: 128-066-010

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: August 3, 2016

Januth K. Hayashi

Peter S. Strickland

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 Contra Costa

On Aug. 13, 2016 before me, Mayra Reyes-Lozano A Notary Public personally appeared Januth K. Hayashi and Peter S. Strickland

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 Mayra Reyes-Lozano (Seal)

MAYRA REYES-LOZANO
COMM. #2062012
NOTARY PUBLIC • CALIFORNIA
CONTRA COSTA
Commission Expires MAR 22, 2018

See attach 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 Sacramento

On Sept 16th, 2016

before me, Deana Curtis

a Notary Public, personally appeared

Janith K. Hanyashi and Peter S. Strickland

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

DEANA CURTIS
COMM. #2116911
Notary Public-California
SACRAMENTO COUNTY
My Comm. Exp. July 21, 2019

(This area for official notarial seal)

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Santa Barbara, City of Santa Maria and described as follows:

PARCEL B OF CASTLE PARCEL MAP, TRACT NO. 5420, IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34, PAGE 33 AND 34 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, WATER AND MINERAL RIGHTS BELOW THE DEPTH OF 500 FEET, WITH NO RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED NOVEMBER 19, 1984 AS INSTRUMENT No. 84-62247 OF OFFICIAL RECORDS.

(End of Legal Description)

APN: 128-066-010

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

STEWART TITLE

2016-0046628

Recorded	REC FEE	21.00
Official Records		
County of		
Santa Barbara		
Joseph E. Holland		
County Clerk Recorder		
	MG	
03:15PM 09-Sep-2016	Page 1 of 3	

RECORDING REQUESTED BY: SPL
BY Stewart Title

AND WHEN RECORDED MAIL TO:

LeFever Mattson Inc
6359 Auburn Blvd. Ste B
Citrus Heights, Ca.95621

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 01180-230633 **Escrow No.:** SU-02043858-DC
AP#: 128-066-010

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $ R+T 11925

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[X] Unincorporated area [ ] City of **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Anne Prisco and Stephen Sergi, wife and husband, as joint tenants

hereby GRANT(s) to:

River Tree Partners LP, A California Limited Partnership

the real property in the County of Santa Barbara, State of California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: 333 E Enos Dr, Santa Maria, CA 93454

DATED: August 3, 2016

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: 01180-230633 Escrow No.: SU-02043858-DC AP#: 128-066-010

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: August 3, 2016

Anne Prisco

Stephen Sergi

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~~ New Jersey
COUNTY OF Bergen

On August 22, 2016 before me, Janet Centanni A Notary Public
personally appeared Anne Prisco and Stephen Sergi

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 Janet Centanni (Seal)

OFFICIAL SEAL
JANET CENTANNI
NOTARY PUBLIC - NEW JERSEY
My Comm. Expires June 2, 2020

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Santa Barbara, City of Santa Maria and described as follows:

PARCEL B OF CASTLE PARCEL MAP, TRACT NO. 5420, IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34, PAGE 33 AND 34 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, WATER AND MINERAL RIGHTS BELOW THE DEPTH OF 500 FEET, WITH NO RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED NOVEMBER 19, 1984 AS INSTRUMENT No. 84-62247 OF OFFICIAL RECORDS.

(End of Legal Description)

APN: 128-066-010

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

STEWART TITLE

2016-0046629

Recorded	REC FEE	21.00
Official Records		
County of		
Santa Barbara		
Joseph E. Holland		
County Clerk Recorder		
	MG	
03:15PM 09-Sep-2016	Page 1 of 3	

RECORDING REQUESTED BY: SPL
Stewart Title

AND WHEN RECORDED MAIL TO:

LeFever Mattson Inc
6359 Auburn Blvd. Ste B
Citrus Heights, Ca.95621

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 01180-230633 **Escrow No.:** SU-02043858-DC
AP#: 128-066-010

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $ R+T 11925

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[X] Unincorporated area [ ] City of **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Richard V. Treakle and Carolyn C. Treakle, Trustees of the Treakle Trust dated 08/26/1998

hereby GRANT(s) to:

River Tree Partners LP, A California Limited Partnership

the real property in the County of Santa Barbara, State of California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: 333 E Enos Dr, Santa Maria, CA 93454

DATED: August 3, 2016

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: 01180-230633 Escrow No.: SU-02043858-DC AP#: 128-066-010

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: August 3, 2016

The Treakle Trust dated 08/26/1996

Richard V. Treakle, Trustee

Carolyn C. Treakle Trustee

Carolyn C. Treakle, Trustee

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 SANTA CLARA

On 8/11/2016 before me, MARC WILLIAMS A Notary Public

personally appeared RICHARD V. TREAKLE
CAROLYN C. TREAKLE

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

MARC WILLIAMS
Notary Public - California
Santa Clara County
Commission # 2156330
My Comm. Expires Jun 12, 2020

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Santa Barbara, City of Santa Maria and described as follows:

PARCEL B OF CASTLE PARCEL MAP, TRACT NO. 5420, IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34, PAGE 33 AND 34 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, WATER AND MINERAL RIGHTS BELOW THE DEPTH OF 500 FEET, WITH NO RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED NOVEMBER 19, 1984 AS INSTRUMENT No. 84-62247 OF OFFICIAL RECORDS.

(End of Legal Description)

APN: 128-066-010

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

STEWART TITLE

2016-0046630

Recorded	REC FEE	24.00
Official Records		
County of		
Santa Barbara		
Joseph E. Holland		
County Clerk Recorder		
	MG	
03:15PM 09-Sep-2016	Page 1 of 4	

RECORDING REQUESTED BY: SPL
For... Stewart Title

AND WHEN RECORDED MAIL TO:

LeFever Mattson Inc
6359 Auburn Blvd. Ste B
Citrus Heights, Ca.95621

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 01180-230633 **Escrow No.:** SU-02043858-DC
AP#: 128-066-010

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $ R+T 11925

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[X] Unincorporated area [ ] City of **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Scott A. Walker and Elizabeth L. Walker, Trustees of the Walker Family Living Trust dated 12/15/2006

hereby GRANT(s) to:

River Tree Partners LP, A California Limited Partnership

the real property in the County of Santa Barbara, State of California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: 333 E Enos Dr, Santa Maria, CA 93454

DATED: August 3, 2016

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: 01180-230633 Escrow No.: SU-02043858-DC AP#: 128-066-010

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: August 3, 2016

The Walker Family Living Trust dated 12/15/2006

Scott A Walker Trustee
Scott A. Walker Trustee

Elizabeth L. Walker, Trustee
Elizabeth L. Walker, Trustee

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 SOLANO

On 8/11/2016 before me, JOEL BORDEN A Notary Public

personally appeared SCOTT A. WALKER & ELIZABETH L. WALKER

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 Joel Borden (Seal)

JOEL BORDEN
Commission # 2009001
Notary Public - California
Solano County
My Comm. Expires Feb 28, 2017

SPL INC.

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the Notary Seal on the document to which this Statement is attached reads as follows:

NAME OF THE NOTARY: Joel Border

DATE COMMISSION EXPIRES: Feb. 28, 2017

COUNTY WHERE BOND IS FILED: Solano

COMMISSION NUMBER: 2009001 VENDOR#: NNAI

I certify under penalty of perjury and the laws of the State of California that the illegible portion of this document to which this statement is attached reads as follows:

PLACE OF EXECUTION: LOS ANGELES DATE: 9/9/16

SPL, Inc., as agent

Signature

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Santa Barbara, City of Santa Maria and described as follows:

PARCEL B OF CASTLE PARCEL MAP, TRACT NO. 5420, IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34, PAGE 33 AND 34 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, WATER AND MINERAL RIGHTS BELOW THE DEPTH OF 500 FEET, WITH NO RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED NOVEMBER 19, 1984 AS INSTRUMENT No. 84-62247 OF OFFICIAL RECORDS.

(End of Legal Description)

APN: 128-066-010

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

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STEWART TITLE

2016-0046631

Recorded	REC FEE	21.00
Official Records	TAX	40700.00
County of Santa Barbara		
Joseph E. Holland		
County Clerk Recorder		
	MG	
03:15PM 09-Sep-2016	Page 1 of 3	

RECORDING REQUESTED BY: SPL
For...
Stewart Title

AND WHEN RECORDED MAIL TO:

Epport, Richman & Robbins LLP
1875 Century Park Esat, Suite 800
Los Angeles, CA 90067
Attn: Mark Robbins

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 01180-230633 **Escrow No.:** SU-02043858-DC
AP#: 128-066-010

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $40,700.00

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[ ] Unincorporated area [X] City of Santa Maria **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

River Tree Partners LP, a California Limited Partnership

hereby GRANT(s) to:

333 East Enos Drive Owner LLC, a Delaware Limited Liability Company

the real property in the City of Santa Maria, County of Santa Barbara, State of California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: 333 East Enos Drive, Santa Maria, CA 93454

DATED: August 30, 2016

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: 01180-230633 Escrow No.: SU-02043858-DC AP#: 128-066-010

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: August 30, 2016

River Tree Partners LP, a California Limited Partnership
BY: LeFever Mattson, A California Corporation, its general partner

By: _____
Tim LeFever, Vice President

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 Sacramento

On Aug 30, 2016 before me, Deana Curtis A Notary Public personally appeared Tim LeFever

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

DEANA CURTIS
COMM. #2116911
Notary Public-California
SACRAMENTO COUNTY
My Comm. Exp. July 21, 2019

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Santa Barbara, City of Santa Maria and described as follows:

PARCEL B OF CASTLE PARCEL MAP, TRACT NO. 5420, IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34, PAGE 33 AND 34 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, WATER AND MINERAL RIGHTS BELOW THE DEPTH OF 500 FEET, WITH NO RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED NOVEMBER 19, 1984 AS INSTRUMENT No. 84-62247 OF OFFICIAL RECORDS.

(End of Legal Description)

APN: 128-066-010

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

2016-0046700

STEWART TITLE

Recorded	REC FEE 40.00
Official Records	
County of	
Santa Barbara	
Joseph E. Holland	
County Clerk Recorder	
	CP
08:00AM 12-Sep-2016	Page 1 of 6

RECORDING REQUESTED BY: SPL
AND WHEN RECORDED MAIL TO:

For... Stewart Title
12100 Wilshire Boulevard
Los Angeles, CA 90025

Attention: Deana Curtis
01180-230633

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TENANT LEASE ASSIGNMENT

THIS TENANT LEASE ASSIGNMENT ("**Assignment**") is made this 8th day of September, 2016 by and between River Tree Partners, LP, a California limited partnership ("**Assignor**"), and 333 East Enos Drive Owner LLC, a Delaware limited liability company ("**Assignee**").

WITNESSETH:

unrecorded Lease

Under that certain Agreement of Purchase and Sale dated July 15, 2016 ("**Agreement**"), Assignor is obligated to assign to Assignee any and all of Assignor's right, title and interest in and to the "**Leases**" described in **Exhibit A** attached hereto and incorporated herein by this reference, relative to the improved real property ("**Real Property**") described in **Exhibit B** attached hereto and incorporated herein by this reference.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee all of the Assignor's estate, right, title and interest in and to the Leases and Assignee hereby accepts such assignment.

Assignee hereby assumes the performance of all of the terms, covenants and conditions imposed upon Assignor as landlord under the Leases accruing or arising on or after the date of recordation of this Assignment in the Official Records of Santa Barbara County.

In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees.

Assignee agrees to indemnify, defend (with counsel satisfactory to Assignor) and hold Assignor, its partners, officers, directors, shareholders, trustees, employees and agents harmless from and against any and all litigation, loss cost, damage, claim, demand, expense or liability whatsoever (including without limitation), attorneys' fees, charges and costs) (hereinafter "**Damages**") arising out of the Leases. Such indemnification, defense and hold harmless obligation under this

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Section shall be inapplicable to any Damages which occur prior to the date that this Assignment is recorded in the Official Records of Santa Barbara County.

Assignor agrees to indemnify, defend (with counsel satisfactory to Assignee) and hold Assignee, its partners, officers, directors, shareholders, trustees, employees and agents harmless from and against Damages arising out of the Leases prior to the date that this Assignment is recorded in the Official Records of Santa Barbara County.

This Agreement shall not become effective as between the parties until it is recorded in the Official Records of Santa Barbara County.

This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.

This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California.

Case: 24-10715 Doc# 192-6 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 118 of 168

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the date set forth above.

ASSIGNOR:

RIVER TREE PARTNERS LP,
a California limited partnership

By: LeFever Mattson,
a California corporation
Its General Partner

By: _____
Tim LeFever, Vice President

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 Sacramento)

On September 8, 2016, before me, Deana Curtis, a Notary Public, personally appeared Tim LeFever, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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 _____

DEANA CURTIS
COMM. #2116911
Notary Public-California
SACRAMENTO COUNTY
My Comm. Exp. July 21, 2019

Case: 24-10715 Doc# 192-6 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 119 of 168

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the date set forth above.

ASSIGNEE:

333 EAST ENOS DRIVE OWNER LLC,
a Delaware limited liability company

By: 333 East Enos Drive Partners LLC,
a Delaware limited liability company,
its Sole Member

By: 333 East Enos Drive Manager LLC,
a Delaware limited liability company,
its Managing Member

By: _____
Name: Ryan Somers
Title: President

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 September 7, 2016, before me, Deborah Herrarte, a Notary Public, personally appeared Ryan Somers, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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 Deborah Herrarte

DEBORAH HERRARTE
Commission # 2133474
Notary Public - California
Los Angeles County
My Comm. Expires Nov 10, 2019

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EXHIBIT A

Leases unrecorded

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EXHIBIT B

Real Property Description

Real property in the City of Santa Maria, County of Santa Barbara, State of California, described as follows:

PARCEL B OF CASTLE PARCEL MAP, TRACT 5420, IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34, PAGE 33 AND 34 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, WATER AND MINERAL RIGHTS BELOW THE DEPTH OF 500 FEET, WITH NO RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED NOVEMBER 19, 1984 AS INSTRUMENT NO. 84-62247 OF OFFICIAL RECORDS.

APN: **128-066-010**

2018-0022200

Recorded Official Records County of Santa Barbara Joseph E. Holland County Clerk Recorder | REC FEE 39.00 | SB2 HOUSING 75.00 | SR 11:48AM 30-May-2018 | Page 1 of 6

6 29- SB2 C1

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN THIS EASEMENT AND TAX STATEMENTS TO:
Comcast of California IX, Inc.
3055 Comcast Place
Livermore, CA 94551
Attention: Contracts/MDU Operations

Documentary Transfer Tax: $0. NO VALUE. No Consideration Based on Full Value. R&T Code §11911
Value less than $100.00
Signature of Declarant
On behalf of Grantee or its affiliates

E6

APN: 128-066-010 **(SPACE ABOVE FOR RECORDER'S USE)**

GRANT OF EASEMENT

This Grant of Easement (the "**Easement**") dated April 27, 2018, by and between Comcast of California IX, Inc., its successors and assigns, hereinafter referred to as "**Grantee**" and 333 East Enos Drive Owner LLC, a Delaware limited liability company, hereinafter referred to as "**Grantor**".

Grantor and Grantee are parties to a Services Agreement dated April 27, 2018 (the "**Agreement**"), pursuant to which Grantee provides certain broadband communications services to the Premises described below.

In consideration of One Dollar ($1.00), Grantor(s), owner(s) of the Premises described below, hereby grant(s) to Grantee, its successors and assigns, in accordance with and subject to the terms and conditions of the Agreement, a limited term easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "**Distribution Plant**") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to aboveground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "**Premises**") located in Santa Maria, California, described as follows:

LEGAL DESCRIPTION:
(See Attached **Exhibit 1**)

Except as provided in the Agreement, Grantor(s) agree for themselves and their heirs and assigns that the Distribution Plant on the Premises shall be and remain the personal property of Grantee and may not be altered, obstructed or removed without the express written consent of Grantee. Grantee, and its contractors, agents, and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Distribution Plant and shall have free access to said Distribution Plant and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Premises of Grantor, Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area and all affected improvements to as near the same condition as it was prior to such excavation as is practical.

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Notwithstanding anything to the contrary herein, the Easement terminates sixty (60) days after Grantee is no longer providing the Services on the Premises due to the expiration or any earlier termination of the Agreement, including any continuation period required under the Agreement. Grantee shall execute and deliver to Grantor a recordable release of this Easement within ten (10) days after the expiration of such sixty (60) day period. This obligation survives the expiration or any termination of the Agreement.

This Easement supersedes, and Grantee hereby releases, any previously recorded easements, licenses, or memoranda related to the Premises granted by the Grantor to the Grantee.

Address Range(s) and Street(s): 333 East Enos Drive
City / State / Zip Code: Santa Maria, California 93454
APN(s): 128-066-010
Commonly Known As: Country Oaks

[Signature Pages Follow.]

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Case: 24-10715 Doc# 192-6 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 124 of 168

If there is a conflict between the provisions of the Agreement and the provisions of this Easement, the Agreement controls. Nothing in this Easement modifies in any way the terms of the Agreement.

Executed as of the date first written above.

GRANTOR:

333 EAST ENOS DRIVE OWNER, LLC,
a Delaware limited liability company

By: 333 East Enos Drive Partners LLC,
a Delaware limited liability company,
its Sole Member

By: 333 East Enos Drive Manager, LLC
a Delaware limited liability company,
its Managing Member

By: _____

Name: Ryan Somers

Title: President

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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 May 3, 2018 before me, Deborah Herrarte, Notary Public,
(here insert name and title of the officer)

Personally appeared Ryan Somers
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.

Signature _____ (Seal)

DEBORAH HERRARTE
Commission # 2133474
Notary Public - California
Los Angeles County
My Comm. Expires Nov 10, 2019

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May not be duplicated, in whole or part, without the written consent of Davis Craig, PLLC.

GRANTEE:

Comcast of California IX, Inc.

By: _____

Name: Elaine Barden

Title: Regional Vice President Sales & Marketing

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 ~~Alameda~~ California
County of Alameda

On 5-10-18 before me, Lisa Varetta, Notary Public,
(here insert name and title of the officer)

Personally appeared Elaine Barden
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.

Signature Lisa Varetta (Seal)

LISA VANETTA
Notary Public - California
Alameda County
Commission # 2176591
My Comm. Expires Dec 22, 2020

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May not be duplicated, in whole or part, without the written consent of Davis Craig, PLLC.

Exhibit 1

TO GRANT OF EASEMENT

Legal Description

The land referred to herein is situated in the State of California, County of Santa Barbara, City of Santa Maria and described as follows:

PARCEL B OF CASTLE PARCEL MAP, TRACT NO. 5420, IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34, PAGE 33 AND 34 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, WATER AND MINERAL RIGHTS BELOW THE DEPTH OF 500 FEET, WITH NO RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED NOVEMBER 19, 1984 AS INSTRUMENT No. 84-62247 OF OFFICIAL RECORDS.

(End of Legal Description)

APN: 128-066-010

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2019-0052628

Recorded Official Records County of Santa Barbara Joseph E. Holland County Clerk Recorder | REC FEE 39.00 | CONFORMED COPY 4.00 | SB2 HOUSING 75.00 | JB 10:25AM 15-Nov-2019 | Page 1 of 6

RECORDING REQUESTED BY:
George D. Hardisty, A Prof Corp
SBN 22703

WHEN RECORDED MAIL TO

Name Keith A Kraemer - Ttee
Address 3114 Willow Ave Ste 100
City Clovis
State, Zip CA 93612

6
D-
SB2
CCM
EB

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 128-066-10
@ 333 E Enos Dr, Santa Maria CA 93454

AFFIDAVIT OF CHANGE OF TRUSTEE
California Probate Code Section 18105

STATE OF CALIFORNIA,)
) S.S.
County of Santa Barbara)

Keith A. Kraemer, of legal age, being first duly sworn, deposes and says:

1. The Trust known as Gudnason Trust B executed on 12/16/1993, is a valid and existing trust.
2. The name(s) of the settlor(s) of the Trust is (are): Krist Gudnason (aka Harold Krist Gudnason) Carola P. Gudnason |dod 7/22/2011|
3. The name(s) of the previous trustee(s) of the Trust is (are): Krist Gudnason |dod 8/10/2019|
4. I (we) am (are) all of the currently acting successor trustees.
5. The Trust has not been revoked, modified or amended in any manner which would cause the representations contained herein to be incorrect.
6. The legal description of real property in the Trust is attached hereto as **Exhibit "A"**.
7. I (we) became the successor trustee(s) by reason of ☐ resignation, ☐ incompetency, ☐ guardianship, ☑ death of the prior trustee(s). If death is checked, attach a certified copy of the Death Certificate. See attached.
8. Attached as **Exhibit "B"** are copies of excerpts from the original Trust documents, amendments, and other documents pertaining to the succession of the undersigned as successor trustee(s).

Dated: 10/7/2019

Gudnason Trust B

Keith A. Kraemer, Successor Trustee

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 Fresno)
Subscribed and sworn to (or affirmed) before me on this 7 day of October, 2019 by Keith A. Kraemer
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

THOMAS H. DOSS
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2183629
FRESNO COUNTY
My Comm. Exp. March 16, 2021

SIGNATURE (SEAL)

EXHIBIT A – Legal Description for the *Affidavit of Change of Trustee*

Real property located at: 333 E. Enos Dr, Santa Maria, CA 93954 [County of Santa Barbara]
AP #128-066-10

Parcel B of Castle Parcel Map, Tract 5420, in the City of Santa Maria, County of Santa Barbara, State of California, as per map recorded in Book 34, Pages 33 and 34 of Parcel Maps, in the Office of the County Recorder of said County.

EXCEPTING THEREFROM all oil, gas, water and mineral rights below the depth of 500 feet, with no right of surface entry, as reserved in Deed recorded November 19, 1984 as Instrument No. 84-62247 of Official Records.

END OF DOCUMENT

Case: 24-10715 Doc# 192-6 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 130 of 168

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY

PUBLIC HEALTH DEPARTMENT

3052019164527 — STATE FILE NUMBER

CERTIFICATE OF DEATH
STATE OF CALIFORNIA
USE BLACK INK ONLY • NO ERASURES, WHITEOUTS OR ALTERATIONS
VS-11REV 3-05

3201901005854 — LOCAL REGISTRATION NUMBER

DECEDENT'S PERSONAL DATA

1. NAME OF DECEDENT – FIRST (Given)	2. MIDDLE	3. LAST (Family)
HAROLD	KRIST	GUDNASON

AKA. ALSO KNOWN AS – Include full AKA (FIRST, MIDDLE, LAST)

4. DATE OF BIRTH mm/dd/ccyy	5. AGE Yrs.	If UNDER ONE YEAR: Months / Days	If UNDER 24 HOURS: Hours / Minutes	6. SEX
06/11/1937	82			M

9. BIRTH STATE/FOREIGN COUNTRY	10. SOCIAL SECURITY NUMBER	11. EVER IN U.S. ARMED FORCES?	12. MARITAL STATUS/SRDP* at Time of Death	7. DATE OF DEATH mm/dd/ccyy	8. HOUR (24 Hours)
CA	[redacted]-3836	☐ YES ☒ NO ☐ UNK	MARRIED	08/10/2019	0729

13. EDUCATION – Highest Level Degree (see instructions on back)	14/15. WAS DECEDENT HISPANIC/LATINO/A/SPANISH? (If yes, see worksheet on back)	16. DECEDENT'S RACE – Up to 3 races may be listed (see worksheet on back)
HS GRADUATE	☐ YES ☒ NO	CAUCASIAN

17. USUAL OCCUPATION – Type of work for most of life. DO NOT USE RETIRED	18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.)	19. YEARS IN OCCUPATION
BUSINESS OWNER	GARMENT INDUSTRY	50

USUAL RESIDENCE

20. DECEDENT'S RESIDENCE (Street and number, or location): 181 TAURUS AVE

21. CITY	22. COUNTY/PROVINCE	23. ZIP CODE	24. YEARS IN COUNTY	25. STATE/FOREIGN COUNTRY
OAKLAND	ALAMEDA	94611	16	CA

INFORMANT

26. INFORMANT'S NAME, RELATIONSHIP	27. INFORMANT'S MAILING ADDRESS (Street and number, or rural route number; city or town; state and zip)
LYNN GUDNASON, WIFE	181 TAURUS AVE, OAKLAND, CA 94611

SPOUSE/SRDP AND PARENT INFORMATION

28. NAME OF SURVIVING SPOUSE/SRDP – FIRST	29. MIDDLE	30. LAST (BIRTH NAME)	
LYNN	-	GUDNASON	
31. NAME OF FATHER/PARENT – FIRST	**32. MIDDLE**	**33. LAST**	**34. BIRTH STATE**
HAROLD	KRIST	GUDNASON	OR
35. NAME OF MOTHER/PARENT – FIRST	**36. MIDDLE**	**37. LAST (BIRTH NAME)**	**38. BIRTH STATE**
KATHERINE	RAY	LINSLEY	MA

FUNERAL DIRECTOR/LOCAL REGISTRAR

39. DISPOSITION DATE mm/dd/ccyy	40. PLACE OF FINAL DISPOSITION	
08/14/2019	RES LYNN GUDNASON 181 TAURUS AVE, OAKLAND, CA 94611	

41. TYPE OF DISPOSITION(S)	42. SIGNATURE OF EMBALMER	43. LICENSE NUMBER
CR/RES	▸ NOT EMBALMED	-

44. NAME OF FUNERAL ESTABLISHMENT	45. LICENSE NUMBER	46. SIGNATURE OF LOCAL REGISTRAR	47. DATE mm/dd/ccyy
CHAPEL OF THE CHIMES	FD1254	▸ ERICA PAN, MD	08/14/2019

PLACE OF DEATH

101. PLACE OF DEATH	102. IF HOSPITAL, SPECIFY ONE	103. IF OTHER THAN HOSPITAL, SPECIFY ONE
OWN RESIDENCE	☐ IP ☐ ER/OP ☐ DOA	☐ Hospice ☐ Nursing Home/LTC ☒ Decedent's Home ☐ Other

104. COUNTY	105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location)	106. CITY
ALAMEDA	181 TAURUS AVE	OAKLAND

CAUSE OF DEATH

107. CAUSE OF DEATH — Enter the chain of events – diseases, injuries, or complications – that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE.

		Time Interval Between Onset and Death
IMMEDIATE CAUSE (Final disease or condition resulting in death) →	(A) DIFFUSE B-CELL LYMPHOMA	(Ad) MTHS
Sequentially list conditions, if any, leading to cause on Line A. Enter UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST	(B)	(Bt)
	(C)	(Ct)
	(D)	(Dt)

108. DEATH REPORTED TO CORONER?	109. BIOPSY PERFORMED?	110. AUTOPSY PERFORMED?	111. USED IN DETERMINING CAUSE?
☐ YES ☒ NO	☐ YES ☒ NO	☐ YES ☒ NO	☐ YES ☐ NO

112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107: NONE

113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date)	113A. IF FEMALE, PREGNANT IN LAST YEAR?
NO	☐ YES ☐ NO ☐ UNK

PHYSICIAN'S CERTIFICATION

114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED. (A) Decedent Attended Since mm/dd/ccyy	(B) Decedent Last Seen Alive mm/dd/ccyy	115. SIGNATURE AND TITLE OF CERTIFIER	116. LICENSE NUMBER	117. DATE mm/dd/ccyy
08/03/2019	08/10/2019	▸ VIRGINIA IRENE CAFARO M.D.	G66457	08/14/2019

118. TYPE OR PRINT PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE: VIRGINIA IRENE CAFARO M.D.
1025 ATLANTIC AVE STE 100, ALAMEDA, CA 94501

CORONER'S USE ONLY

119. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED. MANNER OF DEATH	120. INJURED AT WORK?	121. INJURY DATE mm/dd/ccyy	122. HOUR (24 Hours)
☐ Natural ☐ Accident ☐ Homicide ☐ Suicide ☐ Pending Investigation ☐ Could not be determined	☐ YES ☐ NO ☐ UNK		

123. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)

124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)

125. LOCATION OF INJURY (Street and number, or location, and city, and zip)

126. SIGNATURE OF CORONER / DEPUTY CORONER	127. DATE mm/dd/ccyy	128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER
▸		

STATE REGISTRAR	A	B	C	D	E		FAX AUTH.#	CENSUS TRACT
						*0100010042844*99*		

1 of 1

CAALAMEDO01

CERTIFIED COPY OF VITAL RECORDS
STATE OF CALIFORNIA, COUNTY OF ALAMEDA

This is a true and exact reproduction of the document officially registered and filed with the Alameda County Health Care Services Agency.

DATE ISSUED: AUG 15 2019

001258615

Erica Pan MD
INTERIM HEALTH OFFICER AND LOCAL REGISTRAR
ALAMEDA COUNTY, CALIFORNIA

This copy not valid unless prepared on engraved border displaying date and signature of Registrar.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

DECLARATION

of the

GUDNASON FAMILY TRUST

dated December 16, 1993
as Amended in its Entirety on June 14, 2002

PREAMBLE

Pursuant to authority contained in paragraph 2.3 of Article 2 on page 4 of the **GUDNASON FAMILY TRUST** dated December 16, 1993, Trustors **KRIST GUDNASON** and **CAROLA P. GUDNASON**, do hereby amend the Declaration of Trust in its entirety as of June 14, 2002, to read as follows:

ARTICLE 1. DECLARATIONS

1.1 Identity of Husband, Wife, Trustors, and Children

As used in this instrument:

a. The term "Husband" shall mean **KRIST GUDNASON,** also known as **HAROLD KRIST GUDNASON, JR.**

b. The term "Wife" shall mean **CAROLA P. GUDNASON.**

c. The term "Trustors" shall refer collectively to Husband and Wife during their joint lifetimes, and to the survivor of them. As used herein, the term "issue" shall refer to lawful lineal descendants of all degrees of the person designated, and shall include adopted persons.

d. Trustors have the following children now living, whose names and dates of birth are:

DEBORAH JOAN KOENIG, also known as **DEBORAH J. KOENIG**	June 9, 1955
JON ERIC GUDNASON, also known as **JON E. GUDNASON**	November 22, 1956
KRISTIN CAROLA KRAEMER, also known as **KRISTIN C. KRAEMER**	July 25, 1958
KAREN LYNN ADAMS, also known as **KAREN L. ADAMS**	April 4, 1960
HAROLD KRIST GUDNASON III, also known as **HAROLD K. GUDNASON, III**	April 11, 1963

Trustors have no other children, living or deceased.

1.2 Designation of Trustee and Successor Trustee

a. Husband and Wife are designated as Co-Trustees of all Trusts created by or to be created pursuant to this instrument.

b. The term "Trustee" as used in this instrument shall refer collectively to Husband and Wife so long as they shall serve as such Co-Trustees, and thereafter to such of them as may serve as sole Trustee. It shall also refer to any successor Trustee or Trustees hereinafter designated so long as they shall be serving as Trustee. No bond shall be required of any person named in this instrument as Trustee.

c. In the event of the incapacity or inability of either

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Husband or Wife to continue to administer this Trust, the remaining Co-Trustee shall act as sole Trustee hereunder during said period of incapacity. In the event of the incapacity or inability of both Husband and Wife, or the survivor of them, to continue to administer this Trust, then the appointees hereinafter designated as successor Trustee shall serve as Trustee during said period of incapacity.

d. In the event of the death or resignation of either Husband or Wife, the remaining Co-Trustee shall succeed as sole Trustee hereunder. In the event of the deaths or resignations of both Husband and Wife - or the death or resignation of the survivor of them - then the appointees hereinafter designated as successor Trustee shall serve as Trustee.

e. The designation of successor Trustees is as follows:

1. First Appointee: **KEITH A. KRAEMER**
2. Second Appointee: **DEBORAH J. KOENIG**
3. Third Appointee: **JON E. GUDNASON**
4. Fourth Appointee: **KRISTIN C. KRAEMER**
5. Fifth Appointee: **KAREN L. ADAMS**
6. Sixth Appointee: **HAROLD K. GUDNASON, III**

Whenever in this paragraph an appointee is designated to serve as successor Trustee, the first appointee shall serve first unless said appointee fails to qualify or ceases to act, in which event the successor appointee or appointees shall serve in the order named. Said successor shall act only if the immediate predecessor or predecessors fail to qualify or cease to act. If appointees have been appointed to serve jointly, upon the failure of one of said joint appointees to qualify, or upon said appointee's cessation of acting, the remaining joint appointee shall serve alone.

f. Notwithstanding the foregoing, the Trustors acting jointly during their lifetimes, or individually in the event of the death of the other, may at any time or times, with or without cause, change any Trustee hereunder to any appointee including any Trust institution authorized to conduct a Trust business in the State of California. If this power has been exercised by the Trustors or either of them, and unless otherwise indicated by them or either of them in writing, then upon death of the survivor of them, the then acting Trustee shall continue as the Trustee of this Trust.

g. Any successor Trustee shall succeed to all title to the property of the Trust Estate and all powers, rights, discretions, obligations, and immunities of the Trustee hereunder with the same effect as though such successor had been originally named as Trustee. A successor Trustee shall not be responsible to the beneficiaries or to the Trust Estate for the acts or omissions of a former Trustee in the Trustee's administration of the Trust Estate, and a successor Trustee shall not be required to examine the transactions in the Trust Estate which have taken place prior to said appointee's becoming the Trustee.

The accountability or responsibility of a successor Trustee shall be limited to those assets or properties record title to which were in the prior Trustee at the date on which the successor Trustee assumed the Trusteeship and which are either delivered into the possession of the successor Trustee or the existence of which are known to the successor Trustee.

h. Any Trustee may resign at any time. The resigning Trustee must give written notice of the resignation by personal delivery or registered mail to all income beneficiaries. The resignation becomes effective on the acceptance of office by a designated successor Trustee.

ARTICLE 7. NAMES OF TRUSTS

7.1 The Trusts created in this instrument may be referred to collectively as the **GUDNASON FAMILY TRUST**; and each separate Trust created in this instrument may be referred to by adding the name of the beneficiary or by adding the designation of such Trust if so designated in this instrument.

CERTIFICATION OF HUSBAND AND WIFE

We, and each of us, certify that:

1. We, and each of us, have read the foregoing Declaration of Trust as amended in its entirety.
2. The foregoing Declaration of Trust as amended in its entirety, correctly states the terms and conditions under which the Trust Estate is to be held, managed, administered, and disposed of by the Trustee.
3. We, and each of us, approve such Declaration of Trust as amended in its entirety, in all particulars.
4. As the Trustee named in such Declaration of Trust as amended in its entirety, we, and each of us, approve and accept the Trusts provided for in such Declaration.

Executed on June 14, 2002, at Pleasant Hill, California.

KRIST GUDNASON, Trustor and Trustee

CAROLA P. GUDNASON, Trustor and Trustee

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA)

On June 14, 2002, before me, **JULIE K. HARDISTY**, the undersigned Notary Public for the State of California, personally appeared **KRIST GUDNASON** and **CAROLA P. GUDNASON**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____. SEAL

JULIE K. HARDISTY
COMM. # 1314369
NOTARY PUBLIC-CALIFORNIA
CONTRA COSTA COUNTY
COMM. EXP. AUG. 19, 2005

RECORDING REQUESTED BY:
George D. Hardisty, A Prof Corp SBN 22703
AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO
Keith K Kraemer - Ttee
3114 Willow Ave Ste 100
Clovis CA 93612
Order No.:
Escrow No.:

2
D-
SB2
E8

2019-0052629

Recorded Official Records County of Santa Barbara Joseph E. Holland County Clerk Recorder

REC FEE	27.00
SB2 HOUSING	75.00

JB
10:25AM 15-Nov-2019 | Page 1 of 2

A.P.N. **128-066-10**

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

TRUST TRANSFER DEED

GRANT DEED (EXCLUDED FROM REAPPRAISAL UNDER PROPOSITION 13, I.E., CALIF. CONST. ART 13A §1 ET SEQ.)
THE UNDERSIGNED GRANTOR(S) DECLARE(S) UNDER PENALTY OF PERJURY THAT THE FOLLOWING IS TRUE AND CORRECT:
DOCUMENTARY TRANSFER TAX IS $ **NONE**

☑ Computed on full value of property conveyed, or ☐ computed on full value less value of liens or encumbrances remaining at time of sale or transfer

☑ There is no Documentary transfer tax due. (state reason and give Code § or Ordinance number)
Not pursuant to a sale. DEATH OF TRUSTOR/TRUSTEE. Exempt per Revenue & Taxation Code Section #11930.

☐ Unincorporated area: ☐ city of AND

This is a Trust Transfer under §62 of the Revenue and Taxation Code and Grantor(s) has (have) checked the applicable exclusion:

☐ Transfer to a revocable trust; ☐ Transfer to a short-term trust not exceeding 12 years with Trustor holding the reversion;
☐ Transfer to a trust where the Trustor or the Trustor's spouse is the sole beneficiary; ☑ Change of trustee holding title;
☐ Transfer from trust to Trustor or Trustor's spouse where prior transfer to trust was excluded from reappraisal and for a valuable consideration, receipt of which is acknowledged.
☐ Other:

GRANTOR(S): Keith A. Kraemer, successor Trustee of Gudnason Trust B dated 12/16/1993 - undivided 2.689% interest [Krist Gudnason (aka Harold Krist Gudnason) dod 8/10/2019],
hereby **GRANT(S) TO: Keith A. Kraemer, Trustee of Gudnason Trust B dated 12/16/1993 - undivided 2.689% interest,**

the following described real property in the City of **Santa Maria**
County of **Santa Barbara**, State of California:
Located at the address commonly known as 333 E. Enos Dr, Santa Maria CA 93454, more particularly described on Exhibit 2 attached hereto & incorporated in full by this reference. APN 128-066-10
Dated: 10/7/2019

Gudnason Trust B

Keith A. Kraemer, successor Trustee

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 **Fresno**)
On 10/7/2019 before me, Thomas H. Doss (HERE INSERT NAME AND TITLE OF THE OFFICER), **Notary Public**
personally appeared **Keith A. Kraemer**

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature _____ (SEAL)

THOMAS H. DOSS
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2183629
FRESNO COUNTY
My Comm. Exp. March 16, 2021

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

NAME	STREET ADDRESS	CITY, STATE & ZIP

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EXHIBIT 2

Real property located at: 333 E. Enos Dr, Santa Maria, CA 93954 [County of Santa Barbara]
AP #128-066-10

Parcel B of Castle Parcel Map, Tract 5420, in the City of Santa Maria, County of Santa Barbara, State of California, as per map recorded in Book 34, Pages 33 and 34 of Parcel Maps, in the Office of the County Recorder of said County.

EXCEPTING THEREFROM all oil, gas, water and mineral rights below the depth of 500 feet, with no right of surface entry, as reserved in Deed recorded November 19, 1984 as Instrument No. 84-62247 of Official Records.

END OF DOCUMENT

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Electronically Recorded in Official Records
County of Santa Barbara
Joseph E. Holland
County Clerk-Recorder

Requested By SPL

DOC# 2020-0075457

12/16/2020 08:00 AM | Titles: 1 | Pages: 3

	Fees	$30.00
	Taxes	$62150.00
E27	CA SB2 Fee	$0.00
	Total	$62180.00

RECORDING REQUESTED BY:

Fidelity National Title Company

WHEN RECORDED, RETURN TO; AND MAIL TAX STATEMENTS TO:

333 Enos LLC
c/o Afton Properties
5850 West 3rd Street, #199
Los Angeles, California 90036

APN: 128-066-010

300447746-TL

THIS SPACE FOR RECORDER'S USE ONLY

GRANT DEED

The undersigned GRANTOR declares:

The documentary transfer tax is: $62,150.00, (x) Computed on full value of property conveyed, or, ( ) Computed on full value less value of liens and encumbrances remaining at time of sale. Said property is in: ( ) Unincorporated area, or (x) City of Santa Maria.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, 333 EAST ENOS DRIVE OWNER LLC, a Delaware limited liability company ("**Grantor**"), hereby GRANTS to 333 ENOS LLC, a California limited liability company ("**Grantee**"), all of Grantor's right, title and interest in and to the real property located in the City of Santa Maria, County of Santa Barbara, State of California, and more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "**Property**").

This Grant Deed may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument.

[*remainder of page left intentionally blank*]

IN WITNESS WHEREOF, the undersigned Grantor has executed this Grant Deed as of the _____ day of December, 2020.

GRANTOR:

333 EAST ENOS DRIVE OWNER LLC
a Delaware limited liability company

By: 333 East Enos Drive Partners LLC,
a Delaware limited liability company,
its Sole Member

By: 333 East Enos Drive Manager LLC,
a Delaware limited liability company,
its Managing Member

By: _____
Name: Ryan Somers
Title: President

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 }
}ss
COUNTY OF LOS ANGELES }

On December 12th, 2020, before me, Margarett D. Norris, Notary Public, personally appeared **RYAN SOMERS**, 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.

_____
Notary Public

MARGARETT D. NORRIS
Notary Public - California
Los Angeles County
Commission # 2282173
My Comm. Expires Mar 21, 2023

EXHIBIT "A"

LEGAL DESCRIPTION

Santa Maria, Santa Barbara County, California

The Land referenced herein is located in the City of Santa Maria, County of Santa Barbara, State of California, and is legally described as follows:

Parcel "B" of Castle Parcel Map, Tract 5420, in the City of Santa Maria, County of Santa Barbara, State of California, as per map recorded in Book 34, Pages 33 and 34 of Parcel Maps, in the Office of the County Recorder of said County.

EXCEPTING therefrom all oil, gas, water and mineral rights below the depth of 500 feet, with no right of surface entry, as reserved in deed recorded November 19, 1984 as Instrument No. 84-62247 of Official Records.

APN: 128-066-010

Electronically Recorded in Official Records
County of Santa Barbara
Joseph E. Holland
County Clerk-Recorder

DOC# 2020-0075458

12/16/2020 08:00 AM
Titles: 4 Pages: 21

	Fees	$116.00
	Taxes	$0.00
E27	CA SB2 Fee	$0.00
	Total	$116.00

Requested By SPL

Recording Requested by
Fidelity National Title

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Richard Q. Sterns, Esq.
Ballard Spahr LLP
1909 K Street, NW, 12th Floor
Washington, DC 20006

3004747-TL

MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

(CALIFORNIA)

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 the fee per GC 27388.1 (a) (2); this document is subject to Documentary Transfer Tax

☐ 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.

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MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

This MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (as amended, restated, replaced, supplemented, or otherwise modified from time to time, the "**Security Instrument**") dated as of December 15, 2020, is executed by **333 ENOS LLC,** a limited liability company organized and existing under the laws of the State of California, as grantor ("**Borrower**"), to **FIDELITY NATIONAL TITLE INSURANCE COMPANY**, as trustee ("**Trustee**"), for the benefit of **GREYSTONE SERVICING COMPANY LLC**, a limited liability company organized and existing under the laws of the State of Delaware, as beneficiary ("**Lender**").

Borrower, in consideration of (i) the loan in the original principal amount of $45,492,000.00 (the "**Mortgage Loan**") evidenced by that certain Multifamily Note dated as of the date of this Security Instrument, executed by Borrower and made payable to the order of Lender (as amended, restated, replaced, supplemented, or otherwise modified from time to time, the "**Note**"), (ii) that certain Multifamily Loan and Security Agreement dated as of the date of this Security Instrument, executed by and between Borrower and Lender (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), and (iii) the trust created by this Security Instrument, and to secure to Lender the repayment of the Indebtedness (as defined in this Security Instrument), and all renewals, extensions and modifications thereof, and the performance of the covenants and agreements of Borrower contained in the Loan Documents (as defined in the Loan Agreement), excluding the Environmental Indemnity Agreement (as defined in this Security Instrument), irrevocably and unconditionally mortgages, grants, warrants, conveys, bargains, sells, and assigns to Trustee, in trust, for benefit of Lender, with power of sale and right of entry and possession, the Mortgaged Property (as defined in this Security Instrument), including the real property located in Santa Barbara County, State of California, and described in Exhibit A attached to this Security Instrument and incorporated by reference (the "**Land**"), to have and to hold such Mortgaged Property unto Trustee and Trustee's successors and assigns, forever; Borrower hereby releasing, relinquishing, and waiving, to the fullest extent allowed by law, all rights and benefits, if any, under and by virtue of the homestead exemption laws of the Property Jurisdiction (as defined in this Security Instrument), if applicable.

Borrower represents and warrants that Borrower is lawfully seized of the Mortgaged Property and has the right, power and authority to mortgage, grant, warrant, convey, bargain, sell, and assign the Mortgaged Property, and that the Mortgaged Property is not encumbered by any Lien (as defined in this Security Instrument) other than Permitted Encumbrances (as defined in this Security Instrument). Borrower covenants that Borrower will warrant and defend the title to the Mortgaged Property against all claims and demands other than Permitted Encumbrances.

Borrower, and by their acceptance hereof, each of Trustee and Lender covenants and agrees as follows:

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1. Defined Terms.

Capitalized terms used and not specifically defined herein have the meanings given to such terms in the Loan Agreement. All terms used and not specifically defined herein, but which are otherwise defined by the UCC, shall have the meanings assigned to them by the UCC. The following terms, when used in this Security Instrument, shall have the following meanings:

"**Condemnation Action**" means any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Mortgaged Property, whether direct or indirect.

"**Enforcement Costs**" means all expenses and costs, including reasonable attorneys' fees and expenses, fees and out-of-pocket expenses of expert witnesses and costs of investigation, incurred by Lender as a result of any Event of Default under the Loan Agreement or in connection with efforts to collect any amount due under the Loan Documents, or to enforce the provisions of the Loan Agreement or any of the other Loan Documents, including those incurred in post-judgment collection efforts and in any bankruptcy or insolvency proceeding (including any action for relief from the automatic stay of any bankruptcy proceeding or Foreclosure Event) or judicial or non-judicial foreclosure proceeding, to the extent permitted by law.

"**Environmental Indemnity Agreement**" means that certain Environmental Indemnity Agreement dated as of the date of this Security Instrument, executed by Borrower to and for the benefit of Lender, as the same may be amended, restated, replaced, supplemented, or otherwise modified from time to time.

"**Environmental Laws**" has the meaning set forth in the Environmental Indemnity Agreement.

"**Event of Default**" has the meaning set forth in the Loan Agreement.

"**Fixtures**" means all Goods that are so attached or affixed to the Land or the Improvements as to constitute a fixture under the laws of the Property Jurisdiction.

"**Goods**" means all of Borrower's present and hereafter acquired right, title and interest in all goods which are used now or in the future in connection with the ownership, management, or operation of the Land or the Improvements or are located on the Land or in the Improvements, including inventory; furniture; furnishings; machinery, equipment, engines, boilers, incinerators, and installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring, and conduits used in connection with radio, television, security, fire prevention, or fire detection, or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers, and other appliances; light fixtures, awnings, storm windows, and storm doors; pictures, screens, blinds, shades, curtains, and curtain rods; mirrors, cabinets, paneling, rugs, and floor and wall coverings; fences, trees, and plants; swimming pools; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URLs, blogs, and social network pages; computer equipment (hardware

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and software); and other tangible personal property which is used now or in the future in connection with the ownership, management, or operation of the Land or the Improvements or are located on the Land or in the Improvements.

"**Imposition Deposits**" means deposits in an amount sufficient to accumulate with Lender the entire sum required to pay the Impositions when due.

"**Impositions**" means

(a) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Mortgaged Property;

(b) the premiums for fire and other casualty insurance, liability insurance, rent loss insurance and such other insurance as Lender may require under the Loan Agreement;

(c) Taxes; and

(d) amounts for other charges and expenses assessed against the Mortgaged Property which Lender at any time reasonably deems necessary to protect the Mortgaged Property, to prevent the imposition of liens on the Mortgaged Property, or otherwise to protect Lender's interests, all as reasonably determined from time to time by Lender.

"**Improvements**" means the buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the Land, including any future replacements, facilities, and additions and other construction on the Land.

"**Indebtedness**" means the principal of, interest on, and all other amounts due at any time under the Note, the Loan Agreement, this Security Instrument or any other Loan Document (other than the Environmental Indemnity Agreement and Guaranty), including Prepayment Premiums, late charges, interest charged at the Default Rate, and accrued interest as provided in the Loan Agreement and this Security Instrument, advances, costs and expenses to perform the obligations of Borrower or to protect the Mortgaged Property or the security of this Security Instrument, all other monetary obligations of Borrower under the Loan Documents (other than the Environmental Indemnity Agreement), including amounts due as a result of any indemnification obligations, and any Enforcement Costs.

"**Land**" means the real property described in Exhibit A.

"**Leases**" means all present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Mortgaged Property, or any portion of the Mortgaged Property (including proprietary leases or occupancy agreements if Borrower is a cooperative housing corporation), and all modifications, extensions or renewals thereof.

"**Lien**" means any claim or charge against property for payment of a debt or an amount owed for services rendered, including any mortgage, deed of trust, deed to secure debt, security interest, tax

lien, any materialman's or mechanic's lien, or any lien of a Governmental Authority, including any lien in connection with the payment of utilities, or any other encumbrance.

"**Mortgaged Property**" means all of Borrower's present and hereafter acquired right, title and interest, if any, in and to all of the following:

(a) the Land;

(b) the Improvements;

(c) the Personalty;

(d) current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefitting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

(e) insurance policies relating to the Mortgaged Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of the Land, the Improvements, the Personalty, or any other part of the Mortgaged Property, whether or not Borrower obtained the insurance pursuant to Lender's requirements;

(f) awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Land, the Improvements, the Personalty, or any other part of the Mortgaged Property, including any awards or settlements resulting from (1) Condemnation Actions, (2) any damage to the Mortgaged Property caused by governmental action that does not result in a Condemnation Action, or (3) the total or partial taking of the Land, the Improvements, the Personalty, or any other part of the Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

(g) contracts, options and other agreements for the sale of the Land, the Improvements, the Personalty, or any other part of the Mortgaged Property entered into by Borrower now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

(h) Leases and Lease guaranties, letters of credit and any other supporting obligation for any of the Leases given in connection with any of the Leases, and all Rents;

(i) earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Mortgaged Property, and all undisbursed proceeds of the Mortgage Loan and, if Borrower is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

(j) Imposition Deposits;

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(k) refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which this Security Instrument is dated);

(l) tenant security deposits;

(m) names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property;

(n) Collateral Accounts and all Collateral Account Funds;

(o) products, and all cash and non-cash proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds; and

(p) all of Borrower's right, title and interest in the oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Mortgaged Property and other oil, gas and mineral interests with which any of the foregoing interests or estates are pooled or unitized.

"**Permitted Encumbrance**" means only the easements, restrictions and other matters listed in a schedule of exceptions to coverage in the Title Policy and Taxes for the current tax year that are not yet due and payable.

"**Personalty**" means all of Borrower's present and hereafter acquired right, title and interest in all Goods, accounts, choses of action, chattel paper, documents, general intangibles (including Software), payment intangibles, instruments, investment property, letter of credit rights, supporting obligations, computer information, source codes, object codes, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts and other property or assets of any kind or nature related to the Land or the Improvements now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements, and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land.

"**Prepayment Premium**" has the meaning set forth in the Loan Agreement.

"**Property Jurisdiction**" means the jurisdiction in which the Land is located.

"**Rents**" means all rents (whether from residential or non-residential space), revenues and other income from the Land or the Improvements, including subsidy payments received from any sources, including payments under any "Housing Assistance Payments Contract" or other rental subsidy agreement (if any), parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Mortgaged Property, whether now due, past due, or to become due, and tenant security deposits.

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"**Software**" means a computer program and any supporting information provided in connection with a transaction relating to the program. The term does not include any computer program that is included in the definition of Goods.

"**Taxes**" means all taxes, assessments, vault rentals and other charges, if any, general, special or otherwise, including assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, may become a lien, on the Land or the Improvements or any taxes upon any Loan Document.

"**Title Policy**" has the meaning set forth in the Loan Agreement.

"**UCC**" means the Uniform Commercial Code in effect in the Property Jurisdiction, as amended from time to time.

"**UCC Collateral**" means any or all of that portion of the Mortgaged Property in which a security interest may be granted under the UCC and in which Borrower has any present or hereafter acquired right, title or interest.

2. Security Agreement; Fixture Filing.

(a) To secure to Lender, the repayment of the Indebtedness, and all renewals, extensions and modifications thereof, and the performance of the covenants and agreements of Borrower contained in the Loan Documents, Borrower hereby pledges, assigns, and grants to Lender a continuing security interest in the UCC Collateral. This Security Instrument constitutes a security agreement and a financing statement under the UCC. This Security Instrument also constitutes a financing statement pursuant to the terms of the UCC with respect to any part of the Mortgaged Property that is or may become a Fixture under applicable law, and will be recorded as a "fixture filing" in accordance with the UCC. Borrower hereby authorizes Lender to file financing statements, continuation statements and financing statement amendments in such form as Lender may require to perfect or continue the perfection of this security interest without the signature of Borrower. If an Event of Default has occurred and is continuing, Lender shall have the remedies of a secured party under the UCC or otherwise provided at law or in equity, in addition to all remedies provided by this Security Instrument and in any Loan Document. Lender may exercise any or all of its remedies against the UCC Collateral separately or together, and in any order, without in any way affecting the availability or validity of Lender's other remedies. For purposes of the UCC, the debtor is Borrower and the secured party is Lender. The name and address of the debtor and secured party are set forth after Borrower's signature below which are the addresses from which information on the security interest may be obtained.

(b) Borrower represents and warrants that: (1) Borrower maintains its chief executive office at the location set forth after Borrower's signature below, and Borrower will notify Lender in writing of any change in its chief executive office within five (5) days of such change; (2) Borrower is the record owner of the Mortgaged Property; (3) Borrower's state of incorporation, organization, or formation, if applicable, is as set forth on Page 1 of this Security Instrument; (4) Borrower's exact legal name is as set forth on Page 1 of this Security Instrument; (5) Borrower's organizational identification number, if applicable, is as set forth after Borrower's signature below;

(6) Borrower is the owner of the UCC Collateral subject to no liens, charges or encumbrances other than the lien hereof; (7) except as expressly provided in the Loan Agreement, the UCC Collateral will not be removed from the Mortgaged Property without the consent of Lender; and (8) no financing statement covering any of the UCC Collateral or any proceeds thereof is on file in any public office except pursuant hereto.

(c) All property of every kind acquired by Borrower after the date of this Security Instrument which by the terms of this Security Instrument shall be subject to the lien and the security interest created hereby, shall immediately upon the acquisition thereof by Borrower and without further conveyance or assignment become subject to the lien and security interest created by this Security Instrument. Nevertheless, Borrower shall execute, acknowledge, deliver and record or file, as appropriate, all and every such further deeds of trust, mortgages, deeds to secure debt, security agreements, financing statements, assignments and assurances as Lender shall require for accomplishing the purposes of this Security Instrument and to comply with the rerecording requirements of the UCC.

3. Assignment of Leases and Rents; Appointment of Receiver; Lender in Possession.

(a) As part of the consideration for the Indebtedness, Borrower absolutely and unconditionally assigns and transfers to Lender all Leases and Rents. It is the intention of Borrower to establish present, absolute and irrevocable transfers and assignments to Lender of all Leases and Rents and to authorize and empower Lender to collect and receive all Rents without the necessity of further action on the part of Borrower. Borrower and Lender intend the assignments of Leases and Rents to be effective immediately and to constitute absolute present assignments, and not assignments for additional security only. Only for purposes of giving effect to these absolute assignments of Leases and Rents, and for no other purpose, the Leases and Rents shall not be deemed to be a part of the Mortgaged Property. However, if these present, absolute and unconditional assignments of Leases and Rents are not enforceable by their terms under the laws of the Property Jurisdiction, then each of the Leases and Rents shall be included as part of the Mortgaged Property, and it is the intention of Borrower, in such circumstance, that this Security Instrument create and perfect a lien on each of the Leases and Rents in favor of Lender, which liens shall be effective as of the date of this Security Instrument.

(b) Until an Event of Default has occurred and is continuing, but subject to the limitations set forth in the Loan Documents, Borrower shall have a revocable license to exercise all rights, power and authority granted to Borrower under the Leases (including the right, power and authority to modify the terms of any Lease, extend or terminate any Lease, or enter into new Leases, subject to the limitations set forth in the Loan Documents), and to collect and receive all Rents, to hold all Rents in trust for the benefit of Lender, and to apply all Rents to pay the Monthly Debt Service Payments and the other amounts then due and payable under the other Loan Documents, including Imposition Deposits, and to pay the current costs and expenses of managing, operating and maintaining the Mortgaged Property, including utilities and Impositions (to the extent not included in Imposition Deposits), tenant improvements and other capital expenditures. So long as no Event of Default has occurred and is continuing (and no event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing), the Rents remaining after application pursuant to the preceding sentence may be

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retained and distributed by Borrower free and clear of, and released from, Lender's rights with respect to Rents under this Security Instrument.

(c) If an Event of Default has occurred and is continuing, without the necessity of Lender entering upon and taking and maintaining control of the Mortgaged Property directly, by a receiver, or by any other manner or proceeding permitted by the laws of the Property Jurisdiction, the revocable license granted to Borrower pursuant to Section 3(b) shall automatically terminate, and Lender shall immediately have all rights, powers and authority granted to Borrower under any Lease (including the right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease) and, without notice, Lender shall be entitled to all Rents as they become due and payable, including Rents then due and unpaid. During the continuance of an Event of Default, Borrower authorizes Lender to collect, sue for and compromise Rents and directs each tenant of the Mortgaged Property to pay all Rents to, or as directed by, Lender, and Borrower shall, upon Borrower's receipt of any Rents from any sources, pay the total amount of such receipts to Lender. Although the foregoing rights of Lender are self-effecting, at any time during the continuance of an Event of Default, Lender may make demand for all Rents, and Lender may give, and Borrower hereby irrevocably authorizes Lender to give, notice to all tenants of the Mortgaged Property instructing them to pay all Rents to Lender. No tenant shall be obligated to inquire further as to the occurrence or continuance of an Event of Default, and no tenant shall be obligated to pay to Borrower any amounts that are actually paid to Lender in response to such a notice. Any such notice by Lender shall be delivered to each tenant personally, by mail or by delivering such demand to each rental unit.

(d) If an Event of Default has occurred and is continuing, Lender may, regardless of the adequacy of Lender's security or the solvency of Borrower, and even in the absence of waste, enter upon, take and maintain full control of the Mortgaged Property, and may exclude Borrower and its agents and employees therefrom, in order to perform all acts that Lender, in its discretion, determines to be necessary or desirable for the operation and maintenance of the Mortgaged Property, including the execution, cancellation or modification of Leases, the collection of all Rents (including through use of a lockbox, at Lender's election), the making of repairs to the Mortgaged Property and the execution or termination of contracts providing for the management, operation or maintenance of the Mortgaged Property, for the purposes of enforcing this assignment of Rents, protecting the Mortgaged Property or the security of this Security Instrument and the Mortgage Loan, or for such other purposes as Lender in its discretion may deem necessary or desirable.

(e) Notwithstanding any other right provided Lender under this Security Instrument or any other Loan Document, if an Event of Default has occurred and is continuing, and regardless of the adequacy of Lender's security or Borrower's solvency, and without the necessity of giving prior notice (oral or written) to Borrower, Lender may apply to any court having jurisdiction for the appointment of a receiver for the Mortgaged Property to take any or all of the actions set forth in Section 3. If Lender elects to seek the appointment of a receiver for the Mortgaged Property at any time after an Event of Default has occurred and is continuing, Borrower, by its execution of this Security Instrument, expressly consents to the appointment of such receiver, including the appointment of a receiver *ex parte*, if permitted by applicable law. Borrower consents to shortened time consideration of a motion to appoint a receiver. Lender or the receiver, as applicable, shall

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be entitled to receive a reasonable fee for managing the Mortgaged Property and such fee shall become an additional part of the Indebtedness. Immediately upon appointment of a receiver or Lender's entry upon and taking possession and control of the Mortgaged Property, possession of the Mortgaged Property and all documents, records (including records on electronic or magnetic media), accounts, surveys, plans, and specifications relating to the Mortgaged Property, and all security deposits and prepaid Rents, shall be surrendered to Lender or the receiver, as applicable. If Lender or receiver takes possession and control of the Mortgaged Property, Lender or receiver may exclude Borrower and its representatives from the Mortgaged Property.

(f) The acceptance by Lender of the assignments of the Leases and Rents pursuant to this Section 3 shall not at any time or in any event obligate Lender to take any action under any Loan Document or to expend any money or to incur any expense. Lender shall not be liable in any way for any injury or damage to person or property sustained by any Person in, on or about the Mortgaged Property. Prior to Lender's actual entry upon and taking possession and control of the Land and Improvements, Lender shall not be:

(1) obligated to perform any of the terms, covenants and conditions contained in any Lease (or otherwise have any obligation with respect to any Lease);

(2) obligated to appear in or defend any action or proceeding relating to any Lease or the Mortgaged Property; or

(3) responsible for the operation, control, care, management or repair of the Mortgaged Property or any portion of the Mortgaged Property.

The execution of this Security Instrument shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Mortgaged Property is and shall be that of Borrower, prior to such actual entry and taking possession and control by Lender of the Land and Improvements.

(g) Lender shall be liable to account only to Borrower and only for Rents actually received by Lender. Lender shall not be liable to Borrower, anyone claiming under or through Borrower or anyone having an interest in the Mortgaged Property by reason of any act or omission of Lender under this Section 3, and Borrower hereby releases and discharges Lender from any such liability to the fullest extent permitted by law, provided that Lender shall not be released from liability that occurs as a result of Lender's gross negligence or willful misconduct as determined by a court of competent jurisdiction pursuant to a final, non-appealable court order. If the Rents are not sufficient to meet the costs of taking control of and managing the Mortgaged Property and collecting the Rents, any funds expended by Lender for such purposes shall be added to, and become a part of, the principal balance of the Indebtedness, be immediately due and payable, and bear interest at the Default Rate from the date of disbursement until fully paid. Any entering upon and taking control of the Mortgaged Property by Lender or the receiver, and any application of Rents as provided in this Security Instrument, shall not cure or waive any Event of Default or invalidate any other right or remedy of Lender under applicable law or provided for in this Security Instrument or any Loan Document.

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4. Protection of Lender's Security.

If Borrower fails to perform any of its obligations under this Security Instrument or any other Loan Document, or any action or proceeding is commenced that purports to affect the Mortgaged Property, Lender's security, rights or interests under this Security Instrument or any Loan Document (including eminent domain, insolvency, code enforcement, civil or criminal forfeiture, enforcement of Environmental Laws, fraudulent conveyance or reorganizations or proceedings involving a debtor or decedent), Lender may, at its option, make such appearances, disburse or pay such sums and take such actions, whether before or after an Event of Default or whether directly or to any receiver for the Mortgaged Property, as Lender reasonably deems necessary to perform such obligations of Borrower and to protect the Mortgaged Property or Lender's security, rights or interests in the Mortgaged Property or the Mortgage Loan, including:

(a) paying fees and out-of-pocket expenses of attorneys, accountants, inspectors and consultants;

(b) entering upon the Mortgaged Property to make repairs or secure the Mortgaged Property;

(c) obtaining (or force-placing) the insurance required by the Loan Documents; and

(d) paying any amounts required under any of the Loan Documents that Borrower has failed to pay.

Any amounts so disbursed or paid by Lender shall be added to, and become part of, the principal balance of the Indebtedness, be immediately due and payable and bear interest at the Default Rate from the date of disbursement until fully paid. The provisions of this Section 4 shall not be deemed to obligate or require Lender to incur any expense or take any action.

5. Default; Acceleration; Remedies.

(a) If an Event of Default has occurred and is continuing, Lender, at its option, may declare the Indebtedness to be immediately due and payable without further demand, and may either with or without entry or taking possession as herein provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy (1) to enforce payment of the Mortgage Loan; (2) to foreclose this Security Instrument judicially or non-judicially by the power of sale granted herein; (3) to enforce or exercise any right under any Loan Document; and (4) to pursue any one (1) or more other remedies provided in this Security Instrument or in any other Loan Document or otherwise afforded by applicable law. Each right and remedy provided in this Security Instrument or any other Loan Document is distinct from all other rights or remedies under this Security Instrument or any other Loan Document or otherwise afforded by applicable law, and each shall be cumulative and may be exercised concurrently, independently, or successively, in any order.

(b) Borrower acknowledges that the power of sale granted in this Security Instrument may be exercised or directed by Lender without prior judicial hearing. In the event Lender invokes the power of sale:

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(1) Lender shall send to Borrower, and any other Persons required to receive such notice, written notice of Lender's election to cause the Mortgaged Property to be sold. In connection therewith, Borrower hereby authorizes and empowers Trustee to take possession of the Mortgaged Property, or any part thereof, and hereby grants to Trustee a power of sale and authorizes and empowers Trustee to sell (or, in the case of the default of any purchaser, to resell) the Mortgaged Property or any part thereof, in compliance with applicable law, including compliance with any and all notice and timing requirements for such sale;

(2) Trustee shall have the authority to determine the terms of the sale, subject to applicable law. In connection with any such sale, the whole of the Mortgaged Property may be sold in one (1) parcel as an entirety or in separate lots or parcels at the same or different times. Lender shall have the right to become the purchaser at any such sale. Trustee shall be entitled to receive fees and expenses from such sale not to exceed the amount permitted by applicable law;

(3) Trustee shall deliver to the purchaser of the Mortgaged Property a deed or such other appropriate conveyance document conveying the Mortgaged Property so sold without any express or implied covenant or warranty. The recitals in such deed or document shall be prima facie evidence of the truth of the statements made in those recitals; and

(4) the outstanding principal amount of the Mortgage Loan and the other Indebtedness, if not previously due, shall be and become immediately due and payable without demand or notice of any kind. If the Mortgaged Property is sold for an amount less than the amount outstanding under the Indebtedness, the deficiency shall be determined by the purchase price at the sale or sales.

(c) Borrower acknowledges and agrees that the proceeds of any sale shall be applied as determined by Lender unless otherwise required by applicable law.

(d) In connection with the exercise of Lender's rights and remedies under this Security Instrument and any other Loan Document, there shall be allowed and included as Indebtedness: (1) all expenditures and expenses authorized by applicable law and all other expenditures and expenses which may be paid or incurred by or on behalf of Lender for reasonable legal fees, appraisal fees, outlays for documentary and expert evidence, stenographic charges and publication costs; (2) all expenses of any environmental site assessments, environmental audits, environmental remediation costs, appraisals, surveys, engineering studies, wetlands delineations, flood plain studies, and any other similar testing or investigation deemed necessary or advisable by Lender incurred in preparation for, contemplation of or in connection with the exercise of Lender's rights and remedies under the Loan Documents; and (3) costs (which may be reasonably estimated as to items to be expended in connection with the exercise of Lender's rights and remedies under the Loan Documents) of procuring all abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title as Lender may deem reasonably necessary either to prosecute any suit or to evidence the true conditions of the title to or the value of the Mortgaged Property to bidders at any sale which may be held in connection with the exercise of Lender's rights and remedies under the Loan Documents. All expenditures and expenses of the

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nature mentioned in this Section 5, and such other expenses and fees as may be incurred in the protection of the Mortgaged Property and rents and income therefrom and the maintenance of the lien of this Security Instrument, including the fees of any attorney employed by Lender in any litigation or proceedings affecting this Security Instrument, the Note, the other Loan Documents, or the Mortgaged Property, including bankruptcy proceedings, any Foreclosure Event, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, or otherwise in dealing specifically therewith, shall be so much additional Indebtedness and shall be immediately due and payable by Borrower, with interest thereon at the Default Rate until paid.

(e) Any action taken by Trustee or Lender pursuant to the provisions of this Section 5 shall comply with the laws of the Property Jurisdiction. Such applicable laws shall take precedence over the provisions of this Section 5, but shall not invalidate or render unenforceable any other provision of any Loan Document that can be construed in a manner consistent with any applicable law. If any provision of this Security Instrument shall grant to Lender (including Lender acting as a mortgagee-in-possession), Trustee or a receiver appointed pursuant to the provisions of this Security Instrument any powers, rights or remedies prior to, upon, during the continuance of or following an Event of Default that are more limited than the powers, rights, or remedies that would otherwise be vested in such party under any applicable law in the absence of said provision, such party shall be vested with the powers, rights, and remedies granted in such applicable law to the full extent permitted by law.

6. Waiver of Statute of Limitations and Marshaling.

To the extent permitted by applicable law, Borrower waives (a) the benefit of all present or future laws providing for any appraisement before sale of any portion of the Mortgaged Property, (b) all rights of redemption, valuation, appraisement, stay of execution, notice of election to mature or declare due the whole of the Indebtedness and marshaling in the event of foreclosure of the lien created by this Security Instrument, (c) all rights and remedies which Borrower may have or be able to assert by reason of the laws of the State of California pertaining to the rights and remedies of sureties, (d) the right to assert any statute of limitations as a bar to the enforcement of the lien of this Security Instrument or to any action brought to enforce the Note or any other obligation secured by this Security Instrument, and (e) any rights, legal or equitable, to require marshaling of assets or to require foreclosure sales in a particular order, including any rights under California Civil Code Sections 2899 and 3433. Lender shall have the right to determine the order in which any or all of the Mortgaged Property shall be subjected to the remedies provided by this Security Instrument. Lender shall have the right to determine the order in which any or all portions of the Indebtedness are satisfied from the proceeds realized upon the exercise of the remedies provided by this Security Instrument.

7. Waiver of Redemption; Rights of Tenants.

(a) Borrower hereby covenants and agrees that it will not at any time apply for, insist upon, plead, avail itself, or in any manner claim or take any advantage of, any appraisement, stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter enacted or in force in order to prevent or hinder the enforcement or foreclosure of this Security Instrument. Without limiting the foregoing:

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(1) Borrower for itself and all Persons who may claim by, through, or under Borrower, hereby expressly waives any so-called "Moratorium Law" and any and all rights of reinstatement and redemption, if any, under any order or decree of foreclosure of this Security Instrument, it being the intent hereof that any and all such "Moratorium Laws," and all rights of reinstatement and redemption of Borrower and of all other Persons claiming by, through, or under Borrower are and shall be deemed to be hereby waived to the fullest extent permitted by applicable law;

(2) Borrower shall not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power or remedy herein or otherwise granted or delegated to Lender but will suffer and permit the execution of every such right, power and remedy as though no such law or laws had been made or enacted; and

(3) if Borrower is a trust, Borrower represents that the provisions of this Section 7 (including the waiver of reinstatement and redemption rights) were made at the express direction of Borrower's beneficiaries and the persons having the power of direction over Borrower, and are made on behalf of the trust estate of Borrower and all beneficiaries of Borrower, as well as all other persons mentioned above.

(b) Lender shall have the right to foreclose subject to the rights of any tenant or tenants of the Mortgaged Property having an interest in the Mortgaged Property prior to that of Lender. The failure to join any such tenant or tenants of the Mortgaged Property as party defendant or defendants in any such civil action or the failure of any decree of foreclosure and sale to foreclose their rights shall not be asserted by Borrower as a defense in any civil action instituted to collect the Indebtedness, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Mortgaged Property, any statute or rule of law at any time existing to the contrary notwithstanding.

8. Notice.

(a) All notices under this Security Instrument shall be:

(1) in writing, and shall be (A) delivered, in person, (B) mailed, postage prepaid, either by registered or certified delivery, return receipt requested, or (C) sent by overnight express courier;

(2) addressed to the intended recipient at its respective address set forth at the end of this Security Instrument; and

(3) deemed given on the earlier to occur of:

(A) the date when the notice is received by the addressee; or

(B) if the recipient refuses or rejects delivery, the date on which the notice is so refused or rejected, as conclusively established by the records of the United States Postal Service or such express courier service.

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(b) Any party to this Security Instrument may change the address to which notices intended for it are to be directed by means of notice given to the other party in accordance with this Section 8.

(c) Any required notice under this Security Instrument which does not specify how notices are to be given shall be given in accordance with this Section 8.

9. Mortgagee-in-Possession.

Borrower acknowledges and agrees that the exercise by Lender of any of the rights conferred in this Security Instrument shall not be construed to make Lender a mortgagee-in-possession of the Mortgaged Property so long as Lender has not itself entered into actual possession of the Land and Improvements.

10. Release.

Upon payment in full of the Indebtedness, Lender shall cause the release of this Security Instrument and Borrower shall pay Lender's costs incurred in connection with such release.

11. Substitute Trustee.

In accordance with applicable law, Lender, at Lender's option, may from time to time, by a written instrument, appoint a successor trustee, which instrument, when executed and acknowledged by Lender and recorded in the office of the Recorder of the county or counties where the Mortgaged Property is situated, shall be conclusive proof of proper substitution of the successor trustee. The successor trustee shall, without conveyance of the Mortgaged Property, succeed to all the title, power and duties conferred upon the Trustee in this Security Instrument and by California law.

12. California State Specific Provisions.

(a) In addition to the provisions of the Loan Agreement, Borrower further agrees that, if Lender accepts a guaranty of only a portion of the Indebtedness, Borrower waives its right under California Civil Code Section 2822(a) to designate the portion of the Indebtedness which shall be satisfied by a guarantor's partial payment.

(b) Except for matters covered by an O&M Plan or matters described in the Environmental Indemnity Agreement, Borrower shall not cause or permit any lien (whether or not such lien has priority over the lien created by this Security Instrument) upon the Mortgaged Property imposed pursuant to any Environmental Laws. Any such lien shall be considered a Prohibited Activity or Condition (as contemplated in the Environmental Indemnity Agreement).

(c) Borrower represents and warrants to Lender that, except as previously disclosed by Borrower to Lender in writing, at the time of acquiring the Mortgaged Property, Borrower undertook all appropriate inquiry into the previous ownership and uses of the Mortgaged Property consistent with good commercial or customary practice and no evidence or indication came to light

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which would suggest that the Mortgaged Property has been or is now being used for any Prohibited Activities or Conditions (as defined in the Environmental Indemnity Agreement).

The representations and warranties in this Section 12 shall be continuing representations and warranties that shall be deemed to be made by Borrower throughout the term of Mortgage Loan, until the Indebtedness has been paid in full.

(d) Without limiting any of the remedies provided in this Security Instrument, Borrower acknowledges and agrees that each of the provisions in this Section 12 is an environmental provision (as defined in Section 736(f)(2) of the California Code of Civil Procedure) made by Borrower relating to the real property security (the "**Environmental Provisions**"), and that to the extent applicable, Borrower's failure to comply with any of the Environmental Provisions will be a breach of contract that will entitle Lender to pursue the remedies provided by Section 736 of the California Code of Civil Procedure for the recovery of damages and for the enforcement of the Environmental Provisions.

13. Governing Law; Consent to Jurisdiction and Venue.

This Security Instrument shall be governed by the laws of the Property Jurisdiction without giving effect to any choice of law provisions thereof that would result in the application of the laws of another jurisdiction. Borrower agrees that any controversy arising under or in relation to this Security Instrument shall be litigated exclusively in the Property Jurisdiction. The state and federal courts and authorities with jurisdiction in the Property Jurisdiction shall have exclusive jurisdiction over all controversies that arise under or in relation to any security for the Indebtedness. Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise.

14. Miscellaneous Provisions.

(a) This Security Instrument shall bind, and the rights granted by this Security Instrument shall benefit, the successors and assigns of Lender. This Security Instrument shall bind, and the obligations granted by this Security Instrument shall inure to, any permitted successors and assigns of Borrower under the Loan Agreement. If more than one (1) person or entity signs this Security Instrument as Borrower, the obligations of such persons and entities shall be joint and several. The relationship between Lender and Borrower shall be solely that of creditor and debtor, respectively, and nothing contained in this Security Instrument shall create any other relationship between Lender and Borrower. No creditor of any party to this Security Instrument and no other person shall be a third party beneficiary of this Security Instrument or any other Loan Document.

(b) The invalidity or unenforceability of any provision of this Security Instrument or any other Loan Document shall not affect the validity or enforceability of any other provision of this Security Instrument or of any other Loan Document, all of which shall remain in full force and effect. This Security Instrument contains the complete and entire agreement among the parties as to the matters covered, rights granted and the obligations assumed in this Security Instrument.

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This Security Instrument may not be amended or modified except by written agreement signed by the parties hereto.

(c) The following rules of construction shall apply to this Security Instrument:

(1) The captions and headings of the sections of this Security Instrument are for convenience only and shall be disregarded in construing this Security Instrument.

(2) Any reference in this Security Instrument to an "Exhibit" or "Schedule" or a "Section" or an "Article" shall, unless otherwise explicitly provided, be construed as referring, respectively, to an exhibit or schedule attached to this Security Instrument or to a Section or Article of this Security Instrument.

(3) Any reference in this Security Instrument to a statute or regulation shall be construed as referring to that statute or regulation as amended from time to time.

(4) Use of the singular in this Security Instrument includes the plural and use of the plural includes the singular.

(5) As used in this Security Instrument, the term "including" means "including, but not limited to" or "including, without limitation," and is for example only, and not a limitation.

(6) Whenever Borrower's knowledge is implicated in this Security Instrument or the phrase "to Borrower's knowledge" or a similar phrase is used in this Security Instrument, Borrower's knowledge or such phrase(s) shall be interpreted to mean to the best of Borrower's knowledge after reasonable and diligent inquiry and investigation.

(7) Unless otherwise provided in this Security Instrument, if Lender's approval, designation, determination, selection, estimate, action or decision is required, permitted or contemplated hereunder, such approval, designation, determination, selection, estimate, action or decision shall be made in Lender's sole and absolute discretion.

(8) All references in this Security Instrument to a separate instrument or agreement shall include such instrument or agreement as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

(9) "Lender may" shall mean at Lender's discretion, but shall not be an obligation.

15. Time is of the Essence.

Borrower agrees that, with respect to each and every obligation and covenant contained in this Security Instrument and the other Loan Documents, time is of the essence.

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16. WAIVER OF TRIAL BY JURY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF BORROWER AND LENDER (BY ITS ACCEPTANCE HEREOF) (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS SECURITY INSTRUMENT OR THE RELATIONSHIP BETWEEN THE PARTIES AS BORROWER AND LENDER THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH OF BORROWER AND LENDER, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

ATTACHED EXHIBITS. The following Exhibits are attached to this Security Instrument and incorporated fully herein by reference:

[X]	Exhibit A	Description of the Land (required)
[ ]	Exhibit B	Modifications to Security Instrument

[Remainder of Page Intentionally Blank]

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IN WITNESS WHEREOF, Borrower has signed and delivered this Security Instrument under seal (where applicable) or has caused this Security Instrument to be signed and delivered by its duly authorized representative under seal (where applicable). Where applicable law so provides, Borrower intends that this Security Instrument shall be deemed to be signed and delivered as a sealed instrument.

BORROWER:

333 ENOS LLC, a California limited liability company

By: **AFTON HOLDINGS MANAGER LLC**, a California limited liability company, its manager

By: _____ (SEAL)
Reuven Gradon
Manager

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 12/8/2020, before me, Rafi Sudaley a Notary Public, personally appeared REUVEN GRADON who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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.

RAFI SUDALEY
Notary Public - California
Los Angeles County
Commission # 2277627
My Comm. Expires Feb 16, 2023

_____
Signature of Notary

(Affix seal here)

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The name, chief executive office and organizational identification number of Borrower (as Debtor under any applicable Uniform Commercial Code) are:

Debtor Name/Record Owner:

333 Enos LLC

Debtor Chief Executive Office Address:

5850 West 3rd Street, #199
Los Angeles, California 90036

Debtor Organizational ID Number:

202032410619

Trustee Notice Address:

4400 MacArthur Blvd, Suite 200
Newport Beach, California 92660

The name and chief executive office of Lender (as Secured Party) are:

Secured Party Name:

Greystone Servicing Company LLC

Secured Party Chief Executive Office Address:

419 Belle Air Lane
Warrenton, Virginia 20186

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EXHIBIT A

DESCRIPTION OF THE LAND

Parcel "B" of Castle Parcel Map, Tract 5420, in the City of Santa Maria, County of Santa Barbara, State of California, as per map recorded in Book 34, Pages 33 and 34 of Parcel Maps, in the Office of the County Recorder of said County.

EXCEPTING therefrom all oil, gas, water and mineral rights below the depth of 500 feet, with no right of surface entry, as reserved in deed recorded November 19, 1984 as Instrument No. 84-62247 of Official Records.

Recording Requested by
Fidelity National Title

Prepared by and Requested By SPL
when recorded mail to:

Richard Q. Sterns, Esq.
Ballard Spahr LLP
1909 K Street, NW, 12th Floor
Washington, DC 20006

300494746-TL

Electronically Recorded in Official Records
County of Santa Barbara
Joseph E. Holland
County Clerk-Recorder

DOC# 2020-0075459

12/16/2020 08:00 AM	Titles: 1	Pages: 3	
	Fees		$20.00
	Taxes		$0.00
E27	CA SB2 Fee		$0.00
	Total		$20.00

ASSIGNMENT OF DEED OF TRUST

KNOW THAT, as of the 15th day of December, 2020, **GREYSTONE SERVICING COMPANY LLC**, a Delaware limited liability company ("Assignor"), in consideration of One Dollar ($1.00) and other good and valuable consideration in hand paid by **FANNIE MAE** ("Assignee"), the receipt and sufficiency of which are hereby acknowledged, does hereby assign, sell, transfer and set over unto Assignee, all rights, title, interests, obligations and burdens in, to and arising under that certain Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of the 15th day of December, 2020, given by **333 ENOS LLC**, a California limited liability company for the benefit of Assignor in the principal sum of $45,492,000.00 (the "Deed of Trust"). Said Deed of Trust was recorded in the Land Records of Santa Barbara County, California immediately prior to and concurrently with the recording of this Assignment of Deed of Trust and encumbers the real property described in Exhibit A attached hereto and incorporated herein;

TOGETHER with the Multifamily Note described in said Deed of Trust and the monies due and to become due thereon with interest;

TO HAVE AND TO HOLD the same unto the Assignee and to the successors, legal representatives and assigns of the Assignee forever.

See Exhibit A – Legal Description

[Remainder of page is intentionally left blank.]

Exempt from fee per GC 27388.0(a)(2) recorded concurrently in connection with a transfer, subject to the imposition of documentary transfer tax

Concurrently herewith

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

ASSIGNOR:

GREYSTONE SERVICING COMPANY LLC, a Delaware limited liability company

By: _____ (SEAL)
Kristie Reinhardt
Senior Closing Specialist

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 MARYLAND)
) ss:
COUNTY OF Frederick)

On December 10th, 2020, before me, Lena M Holland, a Notary Public, personally appeared KRISTIE REINHARDT, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Lena M Holland
Signature of Notary

LENA M HOLLAND
NOTARY PUBLIC
FREDERICK COUNTY
MARYLAND
My Commission Expires 8-31-2024
(AFFIX SEAL HERE)

EXHIBIT A

LEGAL DESCRIPTION

Parcel "B" of Castle Parcel Map, Tract 5420, in the City of Santa Maria, County of Santa Barbara, State of California, as per map recorded in Book 34, Pages 33 and 34 of Parcel Maps, in the Office of the County Recorder of said County.

EXCEPTING therefrom all oil, gas, water and mineral rights below the depth of 500 feet, with no right of surface entry, as reserved in deed recorded November 19, 1984 as Instrument No. 84-62247 of Official Records.

N/2 SEC 23 T10N R34W SBB&M

128–066

LINE TABLE		
NO.	BEARING	DISTANCE
L 1	S89°13'06"E	66.98
L 2	N58°46'35"E	19.56
L 3	S89°13'06"E	57.31
L 4	N63°03'23"W	40.75
L 5	N89°13'25"W	70.12
L 6	S16°55'32"W	20.45
L 7	S2°46'19"W	62.66
L 8	S11°22'54"E	20.45
L 9	N2°46'19"E	33.84

CURVE TABLE		
NO.	RADIUS	LENGTH
C1	24.00	38.10
C2	20.00	31.73
C3	20.00	31.10
C4	34.00	18.99
C5	26.00	14.52
C6	830.61	96.17
C7	722.61	5.93
C8	26.00	9.08
C9	34.00	2.98
C10	855.00	29.75
C11	7952.00	55.28
C12	24	37.30

DETAIL
1" = 100'
scale ±

1" = 400'
scale ±

11/21/1986 R.M. Bk. 151, Pg. 1–4 , Tract 5416–3 "Driftwood Gardens"
04/17/1967 R.M. Bk. 75 , Pg. 54 , Tract "Broadway Plaza Resub. No. 1"
08/26/1966 R.M. Bk. 75 , Pg. 10 , Tract "No. 65–14 S.C.G."

NOTICE
Assessor Parcels are for tax assessment purposes only and do not indicate either parcel legality or a valid building site.

City of Santa Maria
Assessor's Map Bk, 128 –Pg, 066
County of Santa Barbara, Calif.

08/21 8, por into traffic signal ease.

F-681

BK. 74 PG. 90

BROADWAY PLAZA SUBDIVISION
TRACT No. 65-1

IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA BEING A PORTION OF THE WEST ½ OF THE NW ¼ OF SECTION 23, T.10N., R.34W., S.B.B.&M., AND CONTAINING [illegible] ACRES

KNOW ALL MEN BY THESE PRESENT

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF, OR ARE INTERESTED IN, THE LAND INCLUDED WITHIN THE COLORED BOUNDARY LINE OF THE SUBDIVISION SHOWN ON THE ANNEXED MAP OF BROADWAY PLAZA SUBDIVISION TRACT No. 65-1 CONSISTING OF 2 SHEETS, AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND, AND THAT WE HEREBY CONSENT TO THE MAKING OF SAID MAP AS SHOWN WITHIN THE COLORED BOUNDARIES THEREON, AND ALSO DO HEREBY DEDICATE ALL EASEMENTS AND RIGHTS OF WAY SHOWN THEREON FOR THE PURPOSES THEREIN SET FORTH, AND WE ALSO DEDICATE FOR THE PUBLIC USE THE STREETS SHOWN HEREON.

SANTA MARIA ASSOCIATES,
A PARTNERSHIP

Alex Madonna
ALEX MADONNA, PARTNER

Phyllis Madonna
PHYLLIS MADONNA, PARTNER

Joseph E. Enos
JOSEPH E. ENOS

Cecilia G. Enos
CECILIA G. ENOS

John M. McCormick
JOHN M. McCORMICK

ERNEST W. HAHN, INC.,
A PARTNER
BY Herman Maier, Secr.

BANK OF AMERICA N.T.& S.A. AS TRUSTEE OF DEEDS OF TRUST RECORDED IN BOOK PAGE AND BOOK PAGE , AND BOOK 1635 PAGE 150 OF THE OFFICIAL RECORDS.

BY [illegible]
Assistant Trust Officer

BY [illegible]
Vice Pres. & Mgr.

STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO } SS
ON April 5, 1966, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE APPEARED ALEX MADONNA AND PHYLLIS MADONNA, KNOWN TO ME TO BE TWO OF THE PARTNERS OF THE PARTNERSHIP THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH PARTNERSHIP EXECUTED THE SAME.
WITNESS MY HAND AND OFFICIAL SEAL.
SIGNATURE Robert W. Gregory
NAME (PRINT), Robert W. GREGORY
My Commission Expires APR 27, 1967

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } SS
ON MARCH 28, 1966, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED HERMAN MAIER, KNOWN TO ME TO BE THE SECRETARY OF ERNEST W. HAHN, INC., THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF SAID CORPORATION, SAID CORPORATION BEING KNOWN TO ME TO BE ONE OF THE PARTNERS OF SANTA MARIA ASSOCIATES, THE PARTNERSHIP THAT EXECUTED THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME AS SUCH PARTNER AND THAT SUCH PARTNERSHIP EXECUTED THE SAME.
WITNESS MY HAND AND OFFICIAL SEAL.
SIGNATURE: Lois M. Stockert
NAME (PRINT) LOIS M. STOCKERT
My Commission Expires MARCH 18, 1967

STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA } SS
ON THIS 20th DAY OF APRIL, 1966 BEFORE ME MAURICE F. TWITCHELL A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOSEPH E. ENOS CECILIA G. ENOS KNOWN TO ME TO BE THE PERSON WHOSE NAME SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGE THAT THEY EXECUTED THE SAME.
WITNESS MY HAND AND OFFICIAL SEAL Maurice F. Twitchell
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
MY COMMISSION EXPIRES JANUARY 24, 1970

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } SS
ON THIS 31 DAY OF March, 1966 BEFORE ME JAMES E. BEDNAR A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOHN M. McCORMICK KNOWN TO ME TO BE THE PERSON WHOSE NAME SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGE THAT THEY EXECUTED THE SAME.
WITNESS MY HAND AND OFFICIAL SEAL James E. Bednar
JAMES E. BEDNAR NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.
MY COMMISSION EXPIRES April 21, 1967

STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO } SS
ON THIS 6 DAY OF April, 1966 BEFORE ME Robert W GREGORY A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED John W. Mack A.S.M. TRUST OFFICER & DEAN J. McCONNELL KNOWN TO ME TO BE Vice President OF THE BANK OF AMERICA N.T.& S.A. THAT EXECUTED THE WITHIN INSTRUMENT, AND KNOWN TO ME TO BE THE PERSONS WHOLE EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF THE CORPORATION THEREIN NAMED, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE WITHIN INSTRUMENT PURSUANT TO ITS BY LAWS OR A RESOLUTION OF ITS BOARD OF DIRECTORS.
WITNESS MY HAND AND OFFICIAL SEAL Robert W. Gregory
Robert W. Gregory NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.
MY COMMISSION EXPIRES April 27, 1967

THE SIGNATURES OF WILLIAM E. HUNTER, HUNTER'S INN, INC., A CORPORATION, BY ITS AUTHORIZED OFFICERS, HUNTER AND HUNTER LTD., A CORPORATION, BY ITS AUTHORIZED OFFICERS, TITLE INSURANCE AND TRUST COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE, UNDER D/T RECORDED IN BOOK 1926 PAGE 482 O.R. BY ITS AUTHORIZED OFFICERS AND MONTGOMERY WARD AND CO., INC., AN ILLINOIS CORPORATION, THE RECORD HOLDERS OF LEASEHOLD INTERESTS AND OF CERTAIN RIGHTS UNDER INSTRUMENTS CONVEYING SAID LEASEHOLD INTERESTS BETWEEN THE SAID PARTIES, HAVE BEEN OMITTED AS NECESSARY PARTIES TO SIGN THIS MAP UNDER THE PROVISIONS OF SECTION 11587(a) OF THE SUBDIVISION MAP ACT, INASMUCH AS THE OWNERSHIP OF THE SAID LEASEHOLD RIGHTS CONSTITUTES AN INTEREST WHICH CANNOT RIPEN INTO A FEE, AND THE SIGNATURES OF THE SAID PARTIES ARE NOT REQUIRED BY THE CITY COUNCIL OF THE CITY OF SANTA MARIA, IN ACCORDANCE WITH ITS RESOLUTION No. 2381, AUTHORIZING THE EXECUTION AND APPROVAL OF THE SUBDIVISION AGREEMENT FOR THE WITHIN SUBDIVISION, SAID AGREEMENT BEING DATED THE 19th DAY OF April, 1966; AND SAID RESOLUTION HAVING BEEN ADOPTED APRIL 18, 1966

Dorothy Lyman
DOROTHY LYMAN - CITY CLERK

CITY COUNCIL'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS MAP OF BROADWAY PLAZA SUBDIVISION, TRACT No. 65-1 CONSISTING OF 2 SHEETS, WAS DULY ADOPTED AND APPROVED AND THE DEDICATION OF ALL STREETS AND EASEMENTS SHOWN THEREON WAS ACCEPTED BY THE CITY COUNCIL OF THE CITY OF SANTA MARIA ON THE 18th DAY OF April 1966 AND THAT THE CITY CLERK WAS DULY AUTHORIZED AND DIRECTED TO ENDORSE THEREON ITS APPROVAL OF THE SAME AND ITS ACCEPTANCE OF THE STREETS AND EASEMENTS SHOWN THEREON.

Dorothy Lyman
CITY CLERK

CITY PLANNING COMMISSION'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE SUBDIVISION DESIGN OF BROADWAY PLAZA SUBDIVISION, TRACT No. 65-1 CONSISTING OF 2 SHEETS. AS SHOWN ON THE ANNEXED MAP HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF SANTA MARIA, CALIFORNIA AT ITS MEETING HELD THE 21st DAY OF APRIL 1965.

J.W. Abraham
SECRETARY

Joseph A Olivera Jr
CHAIRMAN

CITY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DATE: 4-8-66 Frank W Salfiger Jr RCE 12225
CITY ENGINEER

ASSESSOR'S CERTIFICATE:

I, H.W. HOLMQUIST, COUNTY ASSESSOR AND ASSESSOR FOR THE CITY OF SANTA MARIA ESTIMATE THE CITY AND COUNTY TAXES ONLY FOR THE FISCAL YEAR 1966-67 ON THE LAND INCLUDED WITHIN THIS SUBDIVISION TO BE $ 14,775.00

DATE April 6 1966 H.W. Holmquist
COUNTY ASSESSOR AND SANTA MARIA ASSESSOR

I DO HEREBY CERTIFY THAT THE COUNCIL OF THE CITY OF SANTA MARIA HAS APPROVED A CASH DEPOSIT OF $14,775.00 PURSUANT TO ITS ORDINANCE PERTAINING TO DEPOSIT FOR TAXES FOR THE FISCAL YEAR 1966-67 WHICH ARE A LIEN ON THE LAND WITHIN THIS SUBDIVISION BUT ARE NOT YET DUE AND PAYABLE.

DATE April 20, 1966 Dorothy Lyman
CLERK OF THE CITY COUNCIL CITY OF SANTA MARIA

COUNTY RECORDER'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS MAP OF BROADWAY PLAZA SUBDIVISION, TRACT No. 65-1 CONSISTING OF 2 SHEETS WAS ACCEPTED AND RECORDED AT 4:30 P.M., AS DOCUMENT No 13218 IN BOOK 74 PAGES 90 TO 91 OF MAPS, RECORDS OF SANTA BARBARA COUNTY, CALIFORNIA, FEE $ 7.00

DATE: April 20 1966 RITA VAN BUSKIRK
COUNTY RECORDER, SANTA BARBARA, COUNTY
By Frances Ackland - DEPUTY

BOARD OF SUPERVISOR'S CERTIFICATE:

I, J.E. LEWIS, CLERK OF THE BOARD OF SUPERVISOR'S OF SANTA BARBARA COUNTY HEREBY CERTIFY THAT THE PROVISIONS OF CHAPTER 2, PART 2, DIVISION 4 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA, HAVE BEEN COMPLIED WITH REGARDING DEPOSITS FOR TAXES ON THE PROPERTY WITHIN THIS SUBDIVION NOTED AS BROADWAY PLAZA SUBDIVISION TRACT No 65-1 OF 2 SHEETS. J.E. LEWIS

DATE 4-20-66 BY: Edward Krueger, Deputy
CLERK OF THE BOARD OF SUPERVISORS

BASIS OF BEARINGS

THE BEARING N 89°00'30"W, THE CENTERLINE OF STOWELL ROAD PER MAP BOOK No. 54 PAGE 52, MAP OF COXENOS SUBDIVISION, WAS TAKEN AS THE BASIS OF BEARING FOR THIS MAP.

CIVIL ENGINEER'S CERTIFICATE

I, WILLIAM H. MELCHER, REGISTERED CIVIL ENGINEER, HEREBY CERTIFY THAT IN MARCH, 1966, A SURVEY, OF WHICH THIS IS A TRUE AND COMPLETE RECORD, WAS MADE UNDER MY DIRECTION, AND THAT THE MONUMENTS ARE MARKED R.E. 8117 AND ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED ON THE MAP OR WILL BE SET ON OR BEFORE MAY, 1967, AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

William H. Melcher
WILLIAM H. MELCHER R.C.E. 8117
DATE 3/21/66

F-681

Case: 24-10715 Doc# 192-6 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 165 of 168

Fd. Spike per R/S 31-57 and Gibson Tract Map Book 15-374 & Book 54, Pg. 52

Fd. per Map Book No. 54 Pg. 52

S0°02'30"W 550.12' MILLER STREET

404.01' R/M

BOUNDARY S0°02'30"W 665.87'

44'

491.36'

N 0°02'30"E

10.97.97'

606.61'

R=15
Δ=89°03'00"
L=23.31'
T=14.75'

Δ=90°57'00"
R=15'
L=23.81'
T=15.25'

88'

44'

TRACT

30'

GIBSON LANE

30'

Fd 1/2" I.P. w/Brass Cap RE 2328 Gibson Tract Map Book 15-374

GIBSON ROAD

SPEED ST.

30'

LOT 2

GROSS AREA ~ 18.9525 Ac
NET AREA ~ 15.8518 A.C.

518.50'

577.26'

Boundary S89°00'30"E 1243.13'

S0°02'30"W 429.01'

N89°00'30"W 120.00'

5' UTILITY EASEMENT N.89°57'30"W.

S0°02'30"W 786.98'

5' UTILITY EASEMENT N.89°57'30"W.

638.01'

241.27'

BOUNDARY N89°00'30"W 1289.39'

44.01'

332.00'

332.00'

S.0°02'30"W. 1127.97'

25' ACCESS & UTILITY EASEMENT

110'

13.00'

5' UTILITY EASEMENT

N89°57'30"W

TRACT

30'

LELA LANE

STEWART

N. Line of Sec. 23

STOWELL ROAD

N 89°00'30" W 1325.26' R&M M.B. 54/52

COXENOS SUBDIVISON BK. 54 PGS. 51 & 52

Boundary S89°00'30"E 665.87'

660.60'

259.96'

S89°00'30"E

LOT 1

GROSS AREA ~ 17.0648 Ac
NET AREA ~ 15.8386 Ac

TO BE VACATED FOLLOWING THE RECORDATION OF THIS MAP

PLAZA DRIVE

S.0°02'30"W. 1127.97'

20' UTILITY EASEMENT B/p 1783/180

S.89°57'30"E. 65.00'

5' P.U.E.

S89°00'30"E 547.39'

548.12'

N89°00'30"W

S0°02'30"W 1127.97'

25' UTILITY EASEMENT

S0°02'30"W 282.00'

190.00'

5' UTILITY EASEMENT

189.63'

N89°57'30"W 23.00'

R=24'
Δ=90°57'00"
L=38.10'
T=24.40'

R=24'
Δ=89°03'00"
L=37.30'
T=23.61'

190.42'

44'

N89°00'30"E 44.00'

N89°00'30"E 13.88'

DEDICATED FOR STREET PURPOSE
Deed Ref. Book 1769 Page 367

N0°02'30"E 1079.96' BOUNDARY

S0°02'30"W 1215.99 R&M. M.B. 54/52

7'

50'

Fd. Spike per R/S 25/75 & M/B 54/52

N.W. Cor. Sec. 23 T.10N. R.34W, S.B.B&M.

404.01' S0°02'30"W R&M. M.B. 54/52

Fd. Mon. M/B 54/52

N89°00'30"W 82.01'

℄ BROADWAY

Fd as per Map Book No. 53 Pg. 23

-LEGEND-

- ● Monument found as described
- ◉ Indicates a 1½"x 30" I.Pipe with brass cap stamped RCE 8117 (Brass Cap set 12" below surface) set in concrete with monument cover in streets, otherwise flush without Cover.
- ○ Block corners set with ¾" I. Pipe (flush) with Tag RCE 8117

NOTE:
The basis of bearing for this Survey was taken from the center line of Stowell Road. The Bearing being Noted as N 89°00'30"W per Map Book No. 54, Page 52, Map of the Coxenos Subdivision.

SUBDIVISION MAP OF BROADWAY PLAZA

Being a Subdivision of a Portion of the W. ½ of the N.W. ¼ of Section 23, T10N, R34W, S.B.B.& M. in the city of Santa Maria, County of Santa Barbara, State of California

ENGINEER:
William H. Melcher R.C.E. 8117
1415 Smith Street
San Luis Obispo, California

MARCH, 1966

SCALE: 1"=100'

SHEET 2 OF 2

F-681.1

BK. 74 PG. 91

CASTLE PARCEL MAP TR. 5420

BEING LOT 2 OF BROADWAY PLAZA TRACT, IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, RECORDED IN BOOK 74 OF MAPS AT PAGES 90 & 91 LOCATED IN IN THE NORTH ONE-QUARTER OF SECTION 23, T. 10 N., R. 34 W., S.B.B.&M.

OWNERS CERTIFICATE

WE THE UNDERSIGNED HEREBY CERTIFY THAT WE ARE THE OWNERS OF OR HAVE INTEREST IN THE LAND INCLUDED WITHIN THIS SUBDIVISION AS SHOWN ON THIS MAP AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID LAND. WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER, AND ALSO DEDICATED FOR PUBLIC USE THE EASEMENTS SHOWN HEREON FOR PURPOSES STATED.

Alex Madonna — ALEX MADONNA
Phyllis Madonna — PHYLLIS MADONNA

STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA
ON 6/14/84, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED ALEX & PHYLLIS MADONNA, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITH IN INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME.

OFFICIAL SEAL
DORIS E. SKOW
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
SAN LUIS OBISPO COUNTY
My Commission Expires July 26, 1985

Doris E. Skow — SIGNATURE
DORIS E. SKOW — NAME PRINTED

TRUSTEE

CONTINENTAL AUXILIARY COMPANY, A CALIFORNIA CORPORATION, TRUSTEE PER DEED OF TRUST RECORDED FEBUARY 13, 1981 AS REEL No. 81-6399 OF OFFICIAL RECORDS.

~~PRESIDENT~~ Asst. Vice President — RICHARD S. BALDWINSON
SECRETARY Asst. Secretary — M. J. BONACCORSO

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA
ON 8/3/84, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Richard S. Baldwinson KNOWN TO ME TO BE THE Asst. Vice President AND M. J. Bonaccorso KNOWN TO ME TO BE THE Asst. Secretary, THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT AND KNOWN TO ME TO BE THE PERSONS NHO EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF THE CORPORATION THEREIN NAMED, AND ALKNOWLEDGE TO ME THAT SUCH CORPORATION EXECUTED THE WITH IN INSTRUMENT PURSUANT TO ITS BYLAWS OR BY A RESOLUTION OF ITS BOARD OF DIRECTORS.

OFFICIAL SEAL
ROBERTA C NAVRY
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Comm. Expires MAY 23, 1988

Roberta C Navry

CITY COUNCIL'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS SUBDIVISION ENTITLED 'CASTLE PARCEL MAP' TRACT 5420 CONSISTING OF TWO SHEETS WAS DULY ADOPTED AND APPROVED BY THE COUNCIL OF THE CITY OF SANTA MARIA ON October 16, 1984, AND THAT THE CITY CLERK WAS DULY AUTHORIZED AND DIRECTED TO ENDORSE HEREON ITS APPROVAL OF THIS MAP AND ACCEPTANCE OF THE EASEMENT DEDICATIONS ON BEHALF OF THE PUBLIC FOR THE PURPOSES HEREIN SETFORTH.

Mary M. O'Brien — CITY CLERK — 10-17-84 DATE

EASEMENT HOLDER'S

THE SIGNATURES OF THE FOLLOWING EASEMENT HOLDERS HAVE BEEN OMITTED PURSUANT TO SECTION 66436 (c)(1) OF THE GOVERNMENT CODE AS THEIR INTEREST CANNOT RIPEN INTO FEE.

1.) CITY OF SANTA MARIA, A MUNICIPLE CORPORATION, PER INSTRUMENT RECORDED DECEMBER 8, 1964 AS INSTRUMENT NO. 51711 IN BOOK 2082, PAGE 499 OF OFFICIAL RECORDS.
2.) SANTA MARIA ASSOCIATES, A PARTNERSHIP PER INSTRUMENT RECORDED MAY 6, 1966 AS INSTRUMENT No. 15341 IN BOOK 2150, PAGE 910 OF OFFICIAL RECORDS.

COUNTY RECORDER'S CERTIFICATE

FILED THIS 18th DAY OF October, 1984
AT 3:53 P.M. IN BOOK 34 OF PARCEL MAPS.
AT PAGES 33 & 34 AT THE REQUEST
OF MICHAEL K. WELCH.
FEE: $8.00

HOWARD C. MENZEL
COUNTY RECORDER

BY: Mary Rose Macdonald
DEPUTY

SANTA BARBARA COUNTY CLERK:

I HOWARD C. MENZEL, CLERK OF THE BOARD OF SUPERVISORS OF SANTA BARBARA COUNTY, DO HEREBY CERTIFY PURSUANT TO GOVERNMENT CODE SECTION 66464 OF THE SUBDIVISION MAP ACT THAT CERTIFICATES AND DEPOSITS REQUIRED UNDER GOVERNMENT CODE SECTION 66492 AND 66493 HAVE BEEN FILED AND MADE.

HOWARD C. MENZEL
COUNTY CLERK. RECORDER, EX-OFFICO
OF THE BOARD OF SUPERVISORS

10/18/84 DATE — BY: Dorothy M. Hall DEPUTY

SURVEYOR'S CERTIFICATE

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. AT THE REQUEST OF ALEX & PHYLLIS MADONNA ON MARCH 6, 1984.
I HEREBY CERTIFY THAT THE MAP CONFORMS TO THE APPROVED TENTATIVE MAP AND THE CONDITIONS OF APPROVAL THERE OF, AND THAT ALL MONUMENTS ARE OF CHARACTER AND OCCUPY THE POSITIONS INDICATED, AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

Michael K. Welch — MICHAEL K. WELCH L.S. 3485
7-31-84 DATE

CITY PLANNING COMMISSION CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE EXAMINED THIS SUBDIVISION MAP AND HAVE DETERMINED THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE TENTATIVE MAP APPROVED BY THE PLANNING COMMISSION OF THE CITY OF SANTA MARIA ON APRIL 3, 1984 AND THE CONDITIONS AS IMPOSED THERE ON.
DATE: OCT. 2, 1984

William H. Ornidoff — WILLIAM H. ORNIDOFF

CITY ENGINEER'S CERTIFICATE

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE.
DATE: OCT. 1, 1984

Reese N. Riddiough — REESE N. RIDDIOUGH
CITY ENGINEER R.C.E. 18,035

PREPARED FOR
MADONNA CONSTRUCTION
P.O. BOX 3910
SAN LUIS OBISPO, CA 93403
PHONE: 805-543-0300

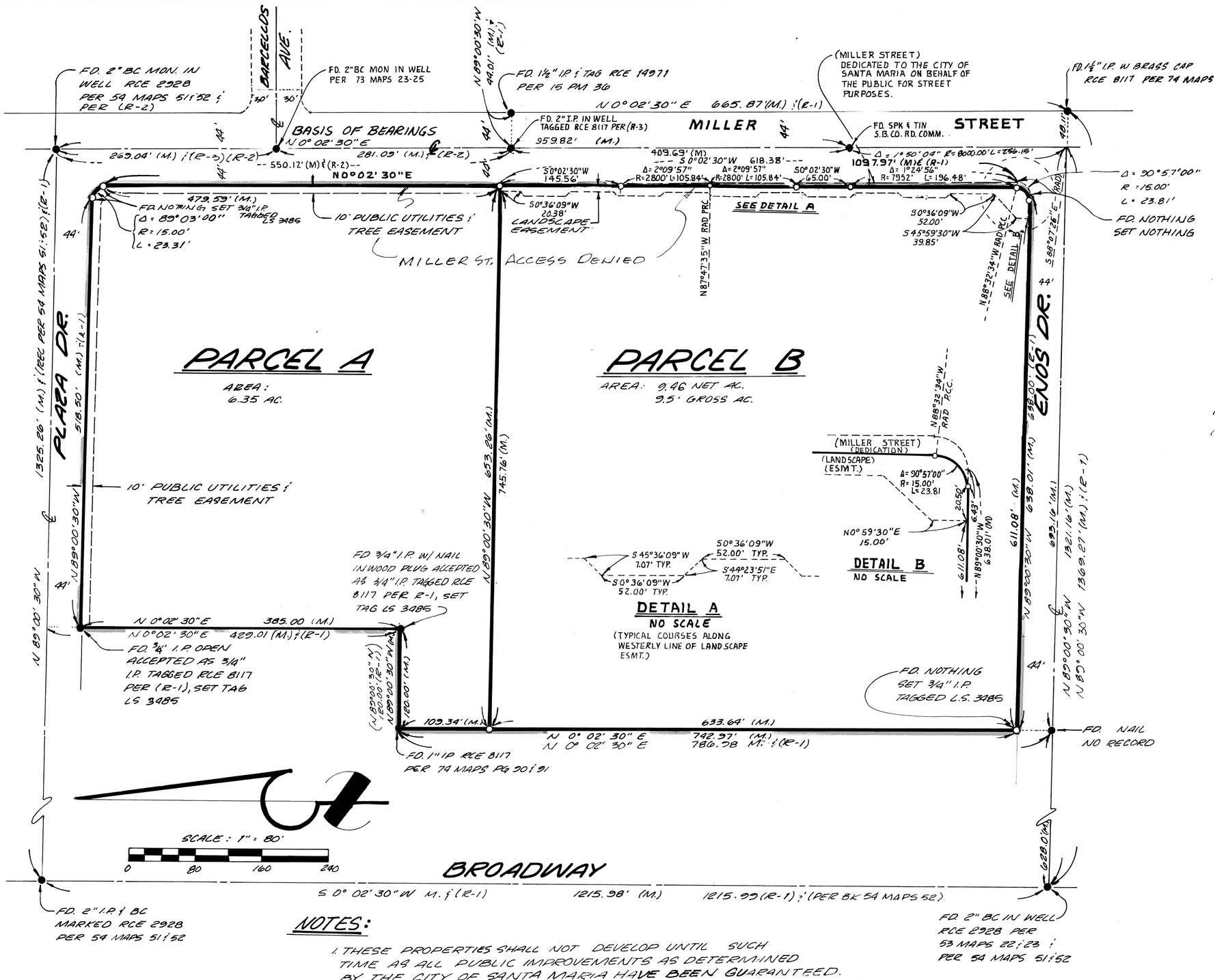
PREPARED BY
M.K. WELCH SURVEYS, INC.
312 EAST MILL ST., SUITE 300
SANTA MARIA, CA. 93454
PHONE: (805) 925-2701
DATE: 9-13-84

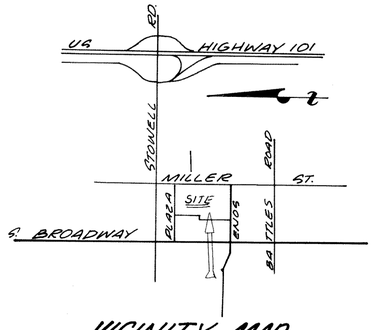
SHEET 1 OF 2 SHEETS

F-1368.01
84021

CASTLE PARCEL MAP TRACT 5420

BEING LOT 2 OF BROADWAY PLAZA RECORDED IN BOOK 74 OF MAPS AT PAGES 90 & 91 OF MAPS, AND LOCATED IN THE NORTH ONE-QUARTER OF SECTION 23, T. 10 N., R. 34 W., S.B.B.&M. IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA.





VICINITY MAP
NO SCALE

LEGEND:

- ○ : DENOTES SET ¾" I.P. TAGGED L.S. 3485
- ● : DENOTES FOUND MONUMENT AS NOTED.
- (M.) : DENOTES MEASURED DATA
- (R-1) : DENOTES BK. 74 MAPS PAGES 90±91
- (R-2) : DENOTES BK. 74 MAPS PGS. 12±13
- (R-3) : DENOTES BK. 73 MAPS PGS. 23-25

NOTES:

1. THESE PROPERTIES SHALL NOT DEVELOP UNTIL SUCH TIME AS ALL PUBLIC IMPROVEMENTS AS DETERMINED BY THE CITY OF SANTA MARIA HAVE BEEN GUARANTEED.
2. THE EASEMENT FOR WATER TRANSMISSION PURPOSES PER BK. 2082, PG. 499 O.R. IS NOT SHOWN BECAUSE ITS EXACT LOCATION CANNOT BE DETERMINED FROM THE RECORD.
3. LIMITATIONS AS TO THE NUMBER AND LOCATION OF DRIVE APPROACHES ON ENOS DRIVE & PLAZA DRIVE MAY BE IMPOSED AT THE TIME OF DEVELOPMENT.

PREPARED FOR:
MADONNA CONSTRUCTION CO.
P.O. BOX 3910
SAN LUIS OBISPO, CA. 93403
PH. # (805) 643-0300

PREPARED BY:
M.K. WELCH SURVEYS, INC.
312 EAST MILL STREET, SUITE 300
SANTA MARIA, CA. 93454.
PH. # (805) 925-2701
DATE: 9-13-84 F-1368.02 #84021

SHEET 2 OF 2 SHEETS

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EXHIBIT D-3.
Country Oaks I LP Cert

LP-1A

File # 201300700001

State of California
Secretary of State

Certificate of Limited Partnership - Conversion

FILED
Secretary of State
State of California
DEC 19 2012

Important — Read all instructions before completing this form.

This Space For Filing Use Only

Converted Entity Information

1. NAME OF LIMITED PARTNERSHIP (End the name with the words "Limited Partnership" or the abbreviation "LP" or "L.P.")

Country Oaks I, LP

2. NAMES AND ADDRESSES OF ALL GENERAL PARTNERS (Attach additional pages, if necessary.)

NAME	ADDRESS	CITY	STATE	ZIP CODE
LeFever Mattson	6359 Auburn Blvd., Suite B	Citrus Heights	CA	95621
NAME	ADDRESS	CITY	STATE	ZIP CODE

3. ADDRESS OF INITIAL DESIGNATED OFFICE IN CALIFORNIA

ADDRESS	CITY	STATE	ZIP CODE
6359 Auburn Blvd., Suite B	Citrus Heights	CA	95621

4. NAME OF INITIAL AGENT FOR SERVICE OF PROCESS (If the initial agent is an individual, the agent must reside in California and both Items 4 and 5 must be completed. If the initial agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 4 must be completed (leave Item 5 blank).

Tim LeFever

5. IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CA

ADDRESS	CITY	STATE	ZIP CODE
6359 Auburn Blvd., Suite B	Citrus Heights	CA	95621

Converting Entity Information

6. NAME OF CONVERTING ENTITY

Country Oaks, LLC

7. FORM OF ENTITY	8. JURISDICTION	9. CA SECRETARY OF STATE FILE NUMBER, IF ANY
Limited Liability Company	California	200725010242

10. THE PRINCIPAL TERMS OF THE PLAN OF CONVERSION WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALED OR EXCEEDED THE VOTE REQUIRED. IF A VOTE WAS REQUIRED, PROVIDE THE FOLLOWING FOR EACH CLASS:

STATE THE CLASS AND NUMBER OF OUTSTANDING INTERESTS ENTITLED TO VOTE	AND	THE PERCENTAGE VOTE REQUIRED OF EACH CLASS
One Class 100%		More than 50%

Additional Information

11. ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.

12. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

12/14/12
DATE

SIGNATURE OF AUTHORIZED PERSON

Tim LeFever, Vice President, LeFever Mattson, Manager
TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

LP-1A (REV 01/2010) APPROVED BY SECRETARY OF STATE

EXHIBIT D-4.
Country Oaks I LPA_Redacted

LIMITED PARTNERSHIP AGREEMENT

OF COUNTRY OAKS I, LP

A CALIFORNIA LIMITED PARTNERSHIP

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This Limited Partnership Agreement (this "*Agreement*") of Country Oaks I, LP, a California limited partnership (the "*Partnership*"), is entered into effective as of November ___, 2012, by LeFever Mattson, a California corporation (the "*General Partner*") and the other individuals and/or entities who are or become signatories hereto (referred to individually as a "*Limited Partner*" and collectively with the General Partner as the "*Partners*").

RECITALS

WHEREAS, Country Oaks, LLC, a California limited liability company (the "*Company*"), was formed pursuant to the Beverly-Killea Limited Liability Company Act, as set forth in Sections 17000 et seq, of the California Corporations Code upon the filing of the Articles of Organization of the Company with the Secretary of State of California (the "*Secretary of State*") on September 5, 2007, file number 200725010242;

WHEREAS, the members of the Company entered into that certain Amended and Restated Operating Agreement dated April, 2010 ("*Operating Agreement*") to govern the operations of the Company;

WHEREAS, pursuant to a Plan of Conversion adopted by the Company on November ___, 2012, the Company caused a Certificate of Limited Partnership – Conversion to be filed with the Secretary of State on December ___, 2012, pursuant to which the Company was converted to the Partnership pursuant to the provisions set forth in Sections 17540.1 et seq., of the California Corporations Code; and,

WHEREAS, the Partners desire to enter into this Agreement to provide for the governance of the Partnership, the conduct of its business, and to specify their relative rights and obligations effective as of the conversion;

NOW THEREFORE, in consideration of the foregoing, the Partners hereby 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 the Act.

1.1 Act

"*Act*" means the California Revised Limited Partnership Act, as set forth in Sections 15611, et seq., of the California Corporations Code, including amendments from time to time.

1.2 Assignee

"*Assignee*" means a Person who has acquired a Partner's Economic Interest in the Partnership, by way of a Transfer in accordance with the terms of this Agreement, but who has not become a Partner.

1.3 Assigning Partner

"*Assigning Partner*" means a Partner who by means of a Transfer has transferred an Economic Interest in the Partnership to an Assignee.

1.4 Capital Account

"*Capital Account*" means, as to any Partner, a separate account maintained and adjusted in accordance with Article Three, Section 3.5.

1.5 Capital Contribution

"*Capital Contribution*" means, with respect to any Partner, the amount of the money and the Fair Market Value of any property (other than money) contributed to the Partnership (net of liabilities secured by such contributed property that the Partnership is considered to assume or take "subject to" under IRC Section 752) in consideration of a Percentage Interest held by such Partner. A Capital Contribution shall not be deemed a loan.

1.6 Capital Event

"*Capital Event*" means a sale or disposition of any of the Partnership's capital assets, the receipt of insurance and other proceeds derived from the involuntary conversion of Partnership property, the receipt of proceeds from a refinancing of Partnership property, or a similar event with respect to Partnership property or assets.

1.7 Code or IRC

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

1.8 Economic Interest

"*Economic Interest*" means a Person's right to share in the income, gains, losses, deductions, credit or similar items of, and to receive distributions from, the Partnership, but does not include any other rights of a Partner, including the right to vote or to participate in management.

1.9 Encumber

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

1.10 Encumbrance

"*Encumbrance*" means, with respect to any Partnership Interest, or any element thereof, a mortgage, pledge, security interest, lien, proxy coupled with an interest (other than as contemplated in this Agreement), option, or preferential right to purchase.

1.11 Gross Asset Value

"*Gross Asset Value*" means, with respect to any item of property of the Partnership, the item's adjusted basis for federal income tax purposes, except as follows:

1.11.1 The Gross Asset Value of any item of property contributed by a Partner to the Partnership shall be the fair market value of such property, as mutually agreed by the contributing Partner and the Partnership; and

1.11.2 The Gross Asset Value of any item of Partnership property distributed to any Partner shall be the fair market value of such item of property on the date of distribution.

1.12 Initial Partner

"*Initial Partner*" or "Initial Partners" means those Persons whose names are set forth in Exhibit A, attached. A reference to an "Initial Partner" means any of the Initial Partners.

1.13 Involuntary Transfer

"*Involuntary Transfer*" means, with respect to any Partnership Interest, or any element thereof, any Transfer or Encumbrance, whether by operation of law, pursuant to 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.

1.14 Losses

"*Losses*." See "Profits and Losses."

1.15 Majority of Partners

"*Majority of Partners*" means a Partner or Partners whose Percentage Interests represent more than 50 percent of the Percentage Interests of all the Partners.

1.16 Partner

"*Partner*" means an Initial Partner or a Person who otherwise acquires a Partnership Interest, as permitted under this Agreement, and who remains a Partner.

1.17 Partnership

"*Partnership*" means COUNTRY OAKS I, LP, a California limited partnership.

1.18 Partnership Interest

"*Partnership Interest*" means a Partner's entire interest in the Partnership, including the Partner's Economic Interest, Percentage Interest, Voting Interest and all other interests of a Partner in the Partnership.

1.19 Notice

"*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 or United Parcel Service for overnight delivery, charges prepaid or charged to the sender's account; when personally delivered to the recipient; when transmitted by electronic means, and such transmission is electronically confirmed as having been successfully transmitted; or when delivered to the home or office of a recipient in the care of a person whom the sender has reason to believe will promptly communicate the notice to the recipient.

1.20 Percentage Interest

"*Percentage Interest*" means a fraction, the numerator of which is the total of a Partner's Capital Account and the denominator of which is the total of all Capital Accounts of all Partners.

1.21 Person

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

1.22 Profits and Losses

"*Profits and Losses*" means, for each fiscal year or other period specified in this Agreement, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with IRC Section 703(a).

1.23 Property

"*Property*" means the real property consisting of an apartment complex located at 333 East Enos Drive, Santa Maria, California, known as "County Oaks Apartments" as more particularly described on the attached Exhibit B.

1.24 Proxy

"*Proxy*" has the meaning set forth in the first paragraph of California Corporations Code Section 15611(aa). A Proxy may not be transmitted orally.

1.25 Regulations

"*Regulations*" or "*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 Code, as such Regulations may be amended from time to time, including corresponding provisions of applicable successor regulations.

1.26 Successor in Interest

"*Successor in Interest*" means an Assignee, 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.

1.27 Transfer

"*Transfer*" means, with respect to a Partnership Interest, or any element of a Partnership Interest, any sale, assignment, gift, Involuntary Transfer, or other disposition of all or any portion of a Partnership Interest, directly or indirectly, other than an Encumbrance that is expressly permitted under this Agreement.

1.28 Vote

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

1.29 Voting Interest

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

ARTICLE II

CERTIFICATE OF LIMITED PARTNERSHIP

2.1 Filing with Secretary of State

The Certificate of Limited Partnership – Conversion was filed with the California Secretary of State on _____, 2012, file number 200725010242.

2.2 Partnership Name

The name of the Partnership shall be COUNTRY OAKS I, LP.

2.3 Principal Office

The principal executive office of the Partnership shall be 6359 Auburn Blvd., Suite B, Citrus Heights, CA 95621, or such other place or places as may be determined by the General Partner from time to time.

2.4 Agent for Service

The initial agent for service of process on the Partnership shall be Tim LeFever, at 6359 Auburn Blvd., Suite B, Citrus Heights, CA 95621. A Majority of Partners may from time to time change the Partnership's agent for service of process.

2.5 Partnership Purpose

The Partnership has been formed for the purposes of engaging in the business of real estate investment, and any other act or activity incidental to the foregoing. In furtherance of the foregoing, the Partnership has acquired an interest in the Property as a co-tenant along with other Co-Tenants of record ("Co-Tenants" and together with the Partnership, the Co-Tenants). The Co-Tenants are parties to that certain Country Oaks Co-Tenancy Agreement dated September, 2007 (the "***Co-Tenancy Agreement***"), which governs the rights, duties, interests and obligations of the Co-Tenants with respect to each other and the Property.

2.6 Partnership Taxation

The Partners intend the Partnership to be a limited partnership under the Act, classified as a partnership for federal and, to the maximum extent possible, state income taxes. Neither a General Partner nor any Partner shall take any action inconsistent with the express intent of the parties to this Agreement.

2.7 Term

The term of existence of the Partnership commenced on the effective date of filing of the Certificate of Limited Partnership with the California Secretary of State, and shall continue until terminated by the provisions of this Agreement or as provided by law.

2.8 General Partners

The General Partner and the management of the Partnership is set forth in Article Five of this Agreement.

ARTICLE III

CAPITALIZATION

3.1 Partner Contribution

Each Partner has contributed to the capital of the Partnership as the Partner's Capital Contribution the money and property specified in Exhibit A attached hereto. Each Partner's Percentage Interest in the Partnership is listed on Exhibit A attached hereto.

At the discretion of the General Partner, an Initial Partner may substitute an interest-bearing note for his or her Capital Contribution. Such note shall be due immediately upon the call of the General Partner.

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The Fair Market Value of each item of contributed property as agreed between the Partnership and the Partner contributing such property is set forth in Exhibit A attached hereto.

3.2 Failure to Make Contribution

If a Partner fails to make a required Capital Contribution within the later of 30 days after the contribution date agreed upon by all the Partners, that Partner's entire Partnership Interest shall terminate and that Partner shall indemnify and hold the Partnership and the other Partners harmless from any loss, cost, or expense, including reasonable attorney fees caused by the failure to make such Capital Contribution.

3.3 Additional Capital Contributions

Two types of Additional Capital Contributions may be needed to enable the Partnership to conduct its business: (1) Discretionary Additional Capital Contributions and (2) Mandatory Additional Capital Contributions.

3.3.1 Discretionary Additional Capital Contributions

A Majority of the Partners may determine from time to time that Capital Contributions in addition to the Partners' initial Capital Contributions would allow the Partnership to enhance and improve its investment objectives. Upon such determination by a Majority of the Partners, the President shall give notice to all Partners in writing at least 90 days before the date on which such 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 Partners shall contribute. Each Partner shall be required to make an additional Capital Contribution in an amount that bears the same proportion to the total additional Capital Contribution that such Partner's Capital Account balance bears to the total Capital Account balances of all Partners.

3.3.2 Mandatory Additional Capital Contributions

The President may reasonably determine that the Partnership's capital is or is presently likely to become insufficient for the conduct of its business as now conducted or as proposed by the General Partner to be conducted and that Capital Contributions in addition to the Partners' initial Capital Contributions are necessary to enable the Partnership to so conduct its business. On making such a determination, the President may give notice to all Partners in writing at least 90 days before the date on which such additional Capital Contribution is due, setting forth the amount of additional Capital Contribution needed, the purpose for which it is needed, and the date by which the Partners shall contribute. Purposes for which additional Capital Contributions may called include, but are not limited to: the improvement, repair, maintenance, operation and management of existing Partnership assets and the acquisition, improvement and development of new assets. Each Partner shall be required to make an additional Capital Contribution in an amount that bears the same proportion to the total additional Capital Contribution that such Partner's Capital Account balance bears to the total Capital Account balances of all Partners.

3.3.3 Alternative to Additional Capital Contributions

In addition or as an alternative to making an additional capital call to the Partners, or if all of the additional capital called for in any notice referred to above is not raised through additional contributions by all or some of the Partners, the President shall have the right to obtain such additional capital by the sale of additional Partnership Interests to existing Partners and/or persons other than the existing Partners, on the same or more favorable terms and conditions offered to the Partners as set forth herein. Capital raised in connection with the offer and sale of additional Partnership Interests shall be used in furtherance of the Partnership's purpose and for general working capital purposes. In the event that additional Partner interests are sold in order to raise additional capital, Schedule A and the Percentage Interests of all Partners shall be adjusted accordingly, with the Percentage Interests of all Partners who do not participate in connection with such sale being adjusted downward. No additional consent shall be required, and no right of first offer or right of first refusal need be offered, in connection with any such offer and sale of additional Partnership Interests. Any purchaser of additional Partnership Interests shall only become a Partner upon executing a counterpart signature page to this Agreement and agreeing to be bound by all of its terms.

3.3.4 No Voluntary Additional Capital Contributions

No Partner may voluntarily make any additional Capital Contribution without the written consent of the Majority of Partners.

3.4 Remedies When Partner Fails To Make Additional Capital Contributions

If a Partner fails to make an additional Capital Contribution required under Section 3 within 30 days after it is required to be made (a "*Defaulting Partner*") the President shall within five days after said failure notify each other Partner (a "*Nondefaulting Partner*") in writing of the total amount of Defaulting Partner Capital Contributions not made (the "*Additional Capital Shortfall*"), and shall specify a number of days within which each Nondefaulting Partner 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 Partner's Capital Account balance bears to the total Capital Accounts of all Nondefaulting Partners. If the total amount of Additional Capital Shortfall is not so contributed, the President may (i) use any reasonable method to provide Partners the opportunity to make additional Capital Contributions, until the Additional Capital Shortfall is as fully contributed as possible, and (ii) attempt to raise additional capital through the means set forth in Section 3.3.3 above. Following the Nondefaulting Partners' and any new Partners' making of such additional Capital Contributions, each Partner's Percentage Interest shall be adjusted to reflect the ratio that the Partner's Capital Account bears to the total Capital Accounts of all of the Partners.

3.5 Capital Accounts

An individual Capital Account shall be maintained for each Partner consisting of that Partner's Capital Contribution (1) increased by that Partner's share of Profits, (2) decreased by

that Partner's share of Losses, and (3) adjusted as required in accordance with applicable provisions of the Code and Regulations.

3.6 Withdrawal or Distribution of Capital Contribution

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

3.7 No Interest on Contribution

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

3.8 Priority Over Other Partners

No Partner shall have priority over any other Partner, 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 Profits and Losses

The Profits and Losses of the Partnership and all items of Partnership income, gain, loss, deduction, or credit shall be allocated for Partnership book purposes and for tax purposes, to a Partner in accordance with the Partner's Percentage Interest.

4.2 Qualified Income Offset

If any Partner unexpectedly receives any adjustment, allocation, or distribution described in Reg. Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of Partnership gross income and gain shall be specially allocated to that Partner in an amount and manner sufficient to eliminate any deficit balance in the Partner's Capital Account created by such adjustment, allocation, or distribution as quickly as possible. 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 Reg. Sections 1.704-1(b) and 1.704-2 and shall be interpreted and applied in a manner consistent with such Regulations.

4.3 Allocations Respecting Asset Distributions

Any unrealized appreciation or unrealized depreciation in the values of Partnership property distributed in kind to all the Partners shall be deemed to be Profits or Losses realized by the Partnership immediately prior to the distribution of the property and such Profits or Losses shall be allocated to the Partners' Capital Accounts in the same proportions as Profits are allocated under Section 4.1. Any property so distributed shall be treated as a distribution to the Partners to the extent of the Fair Market Value of the property less the amount of any liability secured by and related to the property. Nothing contained in this Agreement is intended to treat or cause such distributions to be treated as sales for value. For the purposes of this Section 4.3, "*unrealized appreciation*" or "*unrealized depreciation*" shall mean the difference between the Fair Market Value of such property and the Partnership's basis for such property.

4.4 Allocations Between Assignor and Assignee

In the case of a Transfer of an Economic Interest during any fiscal year, the Assigning Partner and Assignee shall each be allocated the Economic Interest's share of Profits or Losses based on the number of days each held the Economic Interest during that fiscal year.

4.5 Distributions

All cash resulting from the normal business operations of the Partnership and from a Capital Event shall be distributed among the Partners in proportion to their Percentage Interests at such times as the Partners may agree.

4.6 Non-Cash Proceeds

If the proceeds from a sale or other disposition of a Partnership asset consists of property other than cash, the value of such property shall be as determined by the General Partner. Such non-cash proceeds shall then be allocated among all the Partners in proportion to their Percentage Interests. If such non-cash proceeds are subsequently reduced to cash, such cash shall be distributed to each Partner in accordance with Section 4.5.

4.7 Liquidating Proceeds

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

ARTICLE V

MANAGEMENT

5.1 General Partner

The business of the Partnership shall be managed by the General Partner. Any entity or individual appointed to the position of General Partner shall serve as General Partner until the earlier of its resignation or its removal for cause by a Majority of Partners at a meeting called expressly for that purpose. A new General Partner shall be appointed by a Majority of Partners on the occurrence of any of the foregoing events. The General Partner shall have all decision making authority with respect to the ownership of an interest in the Property, including but not limited to any refinance of the Property, except with respect to actions that otherwise require the authorization or consent of the Partners hereunder.

5.2 President

The Partnership shall have a President as chosen by the General Partner.

5.2.1 Term

The President shall serve until the earlier of (1) the President's resignation, retirement, death, or disability or (2) the President's removal for cause by a Majority of Partners at a meeting called expressly for that purpose. A new President shall be appointed by the General Partner on the occurrence of any of the foregoing events.

5.2.2 Authority and Duties

The President shall have general supervision of the business and affairs of the Partnership, shall preside at all meetings of Partners and of the General Partner, and shall have such other powers and duties usually vested in a chief executive officer and such other powers and duties as may be prescribed in this Agreement or by the Partners.

Notwithstanding the foregoing, the President shall not take any of the following actions on behalf of the Partnership unless a Majority of Partners has consented to the taking of such action.

(a) Any act that would make it impossible to carry on the ordinary business of the Partnership;

(b) Any confession of a judgment against the Partnership;

(c) The dissolution of the Partnership;

(d) The disposition of all or a substantial part of the Partnership's assets not in the ordinary course of business;

(e) The incurring of any debt not in the ordinary course of business;

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(f) A change in the nature of the principal business of the Partnership;

(g) The incurring of any contractual obligation or the making of any capital expenditure with a total cost of more than $16,000;

(h) The filing of a petition in bankruptcy or the entering into of an arrangement among creditors; and

(i) The entering into, on behalf of the Partnership, of any transaction constituting a "reorganization" within the meaning of California Corporations Code § 17600.

5.2.3 Election of President

The General Partner hereby elects Kenneth W. Mattson as President of the Partnership.

5.2.4 Officers, Compensation

The General Partner may provide for additional officers of the Partnership, may alter the powers and duties of the President, and shall establish the powers and duties of all other officers and the compensation of all Partnership officers.

5.3 Authority to Contract

The authority to contract on behalf of the Partnership is vested in the General Partner and the President. The General Partner and President are each authorized to enter into maintenance, repair, construction, marketing, administration and professional service contracts (including contracts for accounting and legal services) on behalf of the Partnership relating to the management and operation of the Partnership and its assets. The General Partner and the President shall also have the authority to pay all amounts owed by the Partnership under such contracts as well as amounts owed to other vendors and service providers in connection with Partnership operations. Amounts so paid shall be paid from Partnership accounts or if paid directly by the General Partner or President, reimbursed to the General Partner or the President by the Partnership immediately upon written request from the General Partner or the President that is accompanied with receipts and/or other evidence of payment. As of the effective date of this Agreement, Partners acknowledge that General Partner and/or President have entered into an apartment property management agreement for day-to-day management of the Property with LeFever Mattson Property Management in the form attached hereto as Exhibit C.

No Partner who is not also the General Partner and/or the President shall have the authority to bind the Partnership or execute any instrument on behalf of the Partnership. Each Partner shall indemnify, defend, and save harmless the General Partner, the President and each other Partner and the Partnership from and against any and all loss, cost, expense, liability or damage arising from or out of any claim based upon any action by any Partner in contravention of this Section.

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5.4 Procedure for Action by Partners

The Partners are not required to hold meetings, and decisions may be reached through one or more informal consultations followed by agreement among a Majority of Partners, provided that all Partners are consulted (although all Partners need not be present during a particular consultation), or by a written consent signed by a Majority of Partners. In the event that Partners wish to hold a formal meeting (a "*Meeting*") for any reason, the following procedures shall apply:

5.4.1 Calling and Notice of Meetings

Any two Partners may call a Meeting of the Partners by giving Notice of the time and place of the Meeting at least 48 hours prior to the time of the holding of the Meeting. The Notice need not specify the purpose of the Meeting, or the location if the Meeting is to be held at the principal executive office of the Partnership.

5.4.2 Quorum

A majority of Partners shall constitute a quorum for the transaction of business at any Meeting of the Partners.

5.4.3 Waiver of Notice

The transactions of the Partners at any Meeting, however called or noticed, or wherever held, shall be as valid as though transacted at a Meeting duly held after call and notice if a quorum is present and if, either before or after the Meeting, each Partner not present signs a written waiver of Notice, a consent to the holding of the Meeting, or an approval of the minutes of the Meeting.

5.4.4 Majority Consent Required if No Meeting

Any action required or permitted to be taken by the Partners under this Agreement may be taken without a Meeting if a Majority of the Partners individually or collectively consent in writing to such action.

5.4.5 Teleconference

Partners may participate in the Meeting through the use of a conference telephone or similar communications equipment, provided that all Partners participating in the Meeting can hear one another.

5.4.6 Records of Meetings

The Partners shall keep or cause to be kept with the books and records of the Partnership full and accurate minutes of all Meetings, Notices, and waivers of Notices of Meetings, and all written consents in lieu of Meetings.

5.5 Compensation

The General Partner and the President shall not be entitled to compensation for their services absent written consent by the Partners.

5.6 Personal Liability

No General Partner or Partner or Officer shall be bound by, or be personally liable for, the expenses, liabilities, or obligations of the Partnership except as otherwise provided in the Act or in this Agreement.

5.7 No Active Participation

No Partner shall participate in the Partnership's business for more than 500 hours during the Partnership's taxable year without written consent from a Majority of Partners.

5.8 Title to Assets

All assets of the Partnership, whether real or personal, shall be held in the name of the Partnership.

5.9 Banking

All funds of the Partnership shall be deposited in one or more accounts with one or more recognized financial institutions in the name of the Partnership, at such locations as shall be determined by the General Partner. Withdrawal from such accounts shall require the signature of the General Partner or the President and another officer of the Partnership, or such Person or persons as a Majority of Partners may designate.

5.10 Indemnification; Insurance

The Partnership shall indemnify the General Partner and any employees and agents of the General Partner (collectively, the "Indemnified Parties") from any liability or damage; shall defend, save harmless, and pay all judgments against the Indemnified Parties incurred by reason of any act or omission or alleged act or omission in connection with the business of the Partnership (including attorneys' fees incurred in connection with the defense of any action based on any such act or omission, which attorneys' fees may be paid as incurred); and shall indemnify the Indemnified Parties for such liabilities under Federal and State Securities Laws (including the Securities Act of 1933) as the law permits. All judgments against the Partnership or the Indemnified Parties, wherein the Indemnified Parties are entitled to indemnification, must first be satisfied from Partnership assets before the Indemnified Parties are responsible for these obligations. Any Partner guarantying a loan on the Property in accordance with the provisions of Section 7.4 shall be deemed an Indemnified Party under this Section 5.10 and shall be entitled to indemnification by the Partnership from any liability or damage incurred in connection with or arising from such guaranty.

The Partnership shall have the authority to purchase and maintain directors and officers liability insurance, and to the extent commercially reasonable (as determined by the General Partner), purchase and maintain insurance on behalf of any Person who is or was an agent of the

Partnership against any liability asserted against such Person and incurred by such Person in any such capacity, or arising out of such Person's status as an agent, whether or not the Partnership would have the power to indemnify such Person against such liability under the provisions of this Section 5.10 or under applicable law.

ARTICLE VI

ACCOUNTS AND RECORDS

6.1 Accounts

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

6.2 Accounting

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

6.3 Records

At all times during the term of existence of the Partnership, and beyond that term if a Majority of the Partners deem it necessary, the Partners shall keep or cause to be kept the books of account referred to in Section 6.2, and the following:

6.3.1 Partner List

A current list of the full name and last known business or residence address of each Partner, together with the Capital Contribution and the share in Profits and Losses of each Partner;

6.3.2 Copy of Certificate

A copy of the Certificate of Limited Partnership - Conversion, as amended;

6.3.3 Tax Returns

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

6.3.4 Limited Partnership Agreement

Executed counterparts of this Agreement, as amended;

6.3.5 Powers of Attorney

Any powers of attorney under which the Certificate of Limited Partnership or any amendments thereto were executed;

6.3.6 Financial Statements

Financial statements of the Partnership for the six most recent fiscal years; and

6.3.7 Books and Records of Internal Affairs

The Books and Records of the Partnership as they relate to the Partnership's internal affairs for the current and past four fiscal years.

If a Majority of Partners deem that any of the foregoing items shall be kept beyond the term of existence of the Partnership, the repository of said items shall be as designated by a Majority of Partners.

6.4 Income Tax Returns

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

ARTICLE VII

PARTNERS AND VOTING

7.1 Partners and Voting Rights

There shall be only one class of membership and no Partner shall have any rights or preferences in addition to or different from those possessed by any other Partner. Each Partner shall Vote in proportion to the Partner'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 Partners shall be by a Majority of Partners, except that the following actions shall all require the unanimous Vote of the Partners:

7.1.1 Amendment of Certificate

Any amendment of the Certificate of Limited Partnership or this Agreement; or

7.1.2 Compromise of Obligation of Capital Contribution

Compromise of the obligation of a Partner to make a Capital Contribution.

7.2 Record Dates

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The record date for determining the Partners 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 Partners, provided that such record date shall not be more than 60, nor less than 10 days prior to the date of the Meeting, nor more than 60 days prior to any other action.

In the absence of any action setting a record date the record date shall be determined in accordance with California Corporations Code Section 15637(l).

7.3 Proxies

At all Meetings of Partners, a Partner may Vote in person or by Proxy. Such proxy shall be filed with any Partner before or at the time of the Meeting, and may be filed by facsimile transmission to a Partner at the principal executive office of the Partnership or such other address as may be given by a Majority of Partners to the Partners for such purposes.

7.4 Partner Participation in connection with Refinance of Property

Current or future financing on the Property may require a payoff and refinance. If such a refinance requires guarantors in addition to the General Partner, all Partners acknowledge and agree to provide such financial information as may be reasonably requested by any proposed lender, and to execute such documents, including but not limited to guarantees, to affect such refinance.

ARTICLE VIII

TRANSFERS OF PARTNERSHIP INTERESTS

8.1 Withdrawal of Partner

A Partner may withdraw from the Partnership at any time by giving Notice of Withdrawal to all other Partners at least 180 calendar days before the effective date of withdrawal; provided that upon the occurrence of a sale of all or substantially all of the Partnership's assets, a Partner may withdraw by giving Notice of Withdrawal to all other Partners prior to such sale. Withdrawal shall not release a Partner from any obligations and liabilities under this Agreement accrued or incurred before the effective date of withdrawal. A withdrawing Partner shall divest the Partner's entire Partnership Interest before the effective date of withdrawal in accordance with the transfer restrictions and option rights set forth in this Section 8. In the event of any withdrawal made in connection with the sale of all or substantially all of the Partnership's assets, the Partnership shall redeem that portion of the Partner's Partnership Interest specified in the Notice of Withdrawal. The redemption price for the Partner's Partnership Interest specified in the Notice of Withdrawal shall equal the net asset value of the Partnership Interest being redeemed. For purposes hereof, net asset value shall equal the Partnership's total assets minus its total liabilities multiplied by the Partnership Interest being redeemed. Net asset value shall be determined by the General Partner, in its reasonable discretion. If more than one Partner elects to withdraw all or any portion of their Partnership

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Interests in connection with the sale of all or substantially all of the Partnership's assets, and the sale proceeds therefrom are insufficient to redeem all of the Partnership Interests presented for redemption, Partnership Interests shall be redeemed on a pro rata basis.

8.2 Restrictions on Transfer

Except as expressly provided in this Agreement, a Partner shall not Transfer any part of the Partner's Partnership Interest in the Partnership, whether now owned or hereafter acquired, unless (1) the General Partner approves the transferee's admission (the "*Transferee*") to the Partnership as a Partner prior to such Transfer and (2) the Partnership Interest to be transferred, when added to the total of all other Partnership Interests transferred in the preceding 12 months, will not cause the termination of the Partnership under the Code. It shall be a further condition to any Transfer that the General Partner, Transferee and transferring Partner execute an agreement, including a consent to transfer, which agreement shall provide, among other things, that: (a) the transferring Partner shall indemnify General Partner and the Partnership for any and all claims, causes of action, damages, costs, injuries and liabilities existing with respect to such Partnership Interest prior to the Transfer or resulting from the Transfer of such Partner's Partnership Interest in the Partnership; (b) both Transferee and transferring Partner provide such representations and warranties in favor of General Partner and the Partnership as General Partner deems reasonable, including but not limited to representations as to due authorization, compliance with all laws, no litigation, no bankruptcy, etc.; (c) both Transferee and transferring Partner acknowledge that they are not relying on the Partnership, General Partner or other Partners for real estate advice or tax advice or to assure compliance with securities laws; (d) Transferee executes a counterpart to and agrees to be bound by all of the provisions of this Agreement; (e) Transferee acknowledges that the Partnership Interests (A) are being acquired for investment purposes only and not for resale, transfer or distribution, and (B) may not be further offered for sale, sold, or transferred other than pursuant to an effective registration under applicable state and federal securities laws, and/or in transactions otherwise in compliance with, or pursuant to an available exemption from registration under such laws, and upon evidence satisfactory to the Partnership of compliance with such laws, as to which Partnership may rely upon an opinion of counsel satisfactory to the Partnership.

No Partner may Encumber or permit or suffer any Encumbrance of all or any part of the Partner's Partnership Interest in the Partnership unless such Encumbrance has been approved in writing by all the other Partners. Any Transfer or Encumbrance of a Partnership Interest without such approval shall be void.

Notwithstanding any other provision of this Agreement to the contrary, a Partner who is a natural person may transfer all or any portion of his or her Partnership Interest to any revocable trust created for the benefit of the Partner, or any combination between or among the Partner, the Partner's spouse, and the Partner's issue, provided that the Partner retains a beneficial interest in the trust and all of the Voting Interest included in such Partnership Interest. A transfer of a Partner's entire beneficial interest in such trust or failure to retain such Voting Interest shall be deemed a Transfer of a Partnership Interest. Notwithstanding the foregoing, the Transferee of such Partner's Partnership Interest shall only become a Partner upon executing a counterpart signature page to this Agreement and agreeing to be bound by all of its terms.

8.3 Right of First Refusal

If a Partner wishes to transfer any or all of the Partner's Partnership Interest in the Partnership pursuant to a Bona Fide Offer (as defined below), the Partner shall give Notice to the General Partner at least 30 days in advance of the proposed sale or Transfer, indicating the terms of the Bona Fide Offer and the identity of the offeror. The General Partner, on behalf of the Partnership, shall have the option to purchase the Partnership Interest proposed to be transferred at the price and on the terms provided in this Agreement, at any time on or before the date that is thirty (30) days after General Partner's receipt of the Notice for the lesser of (a) the price stated in the Notice (or the price plus the dollar value of noncash consideration, as the case may be) and (b) the price determined under the appraisal procedures set forth in Section 8.8.. If the price for the Partnership Interest is other than cash, the fair value in dollars of the price shall be as established in good faith by the Partnership. For purposes of this Agreement, "*Bona Fide Offer*" means an offer in writing setting forth all relevant terms and conditions of purchase from an offeror who is ready, willing, and able to consummate the purchase. Transfers to a non-minor child, grandchild, spouse, or parent of a Partner (an "*Immediate Family Partner*") shall not be subject to the right of first offer set forth in this Section 8.3, but shall remain subject to the balance of the provisions of this Article 8.

If the Partnership does not exercise its rights to purchase all of the Partnership Interest, the offering Partner may, within 45 days from the date the Notice is given and on the terms and conditions stated in the Notice, sell or exchange that Partnership Interest to the offeror named in the Notice. Unless the requirements of Section 8.2 are met, the offeror under this section shall become an Assignee, and shall be entitled to receive only the share of Profits or other compensation by way of income and the return of Capital Contribution to which the assigning Partner would have been entitled.

8.4 Triggering Events

On the happening of any of the following events ("*Triggering Events*") with respect to a Partner, the Partnership shall have the option to purchase all or any portion of the Partnership Interest in the Partnership of such Partner (a "*Selling Partner*") at the price and on the terms provided in Section 8.8 of this Agreement:

8.4.1 the death or incapacity of a Partner;

8.4.2 the bankruptcy of a Partner;

8.4.3 the winding up and dissolution of a corporate Partner, or merger or other corporate reorganization of a corporate Partner as a result of which the corporate Partner does not survive as an entity;

8.4.4 the withdrawal of a Partner; or

8.4.5 except for the events stated in Section 8.5, the occurrence of any other event that is, or that would cause, a Transfer in contravention of this Agreement.

Each Partner agrees to promptly give Notice of a Triggering Event to all other Partners.

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8.5 Marital Dissolution or Death of Spouse

Notwithstanding any other provisions of this Agreement:

8.5.1 If, in connection with the divorce or dissolution of the marriage of a Partner, any court issues a decree or order that transfers, confirms, or awards a Partnership Interest, or any portion thereof, to that Partner's spouse (an "*Award*"), then, notwithstanding that such transfer would constitute an unpermitted Transfer under this Agreement, that Partner shall have the right to purchase from his or her former spouse the Partnership Interest, or portion thereof, that was so transferred, and such former spouse shall sell the Partnership Interest or portion thereof to that Partner at the price set forth in Section 8.8 of this Agreement. If the Partner has failed to consummate the purchase within 180 days after the Award (the "*Award Transfer Date*"), the Partnership and the other Partners shall have the option to purchase from the former spouse the Partnership Interest or portion thereof pursuant to Section 8.6 of this Agreement; provided that the option period shall commence on the later of (1) the day following the Award Transfer Date, or (2) the date of actual notice of the Award.

8.5.2 If, by reason of the death of a spouse of a Partner, any portion of a Partnership Interest is transferred to a Transferee other than (1) that Partner or (2) a trust created for the benefit of that Partner (or for the benefit of that Partner and any combination between or among the Partner and the Partner's issue) in which the Partner is the sole Trustee and the Partner, as Trustee or individually possesses all of the Voting Interest included in that Partnership Interest, then the Partner shall have the right to purchase the Partnership Interest or portion thereof from the estate or other successor of his or her deceased spouse or Transferee of such deceased spouse, and the estate, successor, or Transferee shall sell the Partnership Interest or portion thereof at the price set forth in Section 8.8 of this Agreement. If the Partner has failed to consummate the purchase within 180 days after the date of death (the "*Estate Transfer Date*"), the Partnership and the other Partners shall have the option to purchase from the estate or other successor of the deceased spouse the Partnership Interest or portion thereof pursuant to Section 8.6 of this Agreement; provided that the option period shall commence on the later of (1) the day following the Estate Transfer Date, or (2) the date of actual notice of the death.

8.6 Option Periods

On the receipt of Notice by a Partners as contemplated by Section 8.1, and on receipt of actual notice of any Triggering Event (the date of such receipt is hereinafter referred to as the "*Option Date*"), the General Partner shall promptly give notice of the occurrence of such a Triggering Event to each Partner, and the Partnership shall have the option, for a period ending 30 calendar days following the determination of the purchase price as provided in Section 8.8, to purchase the Partnership Interest in the Partnership to which the option relates, at the price and on the terms provided in Section 8.8, and the other Partners, pro rata in accordance with their prior Partnership Interests in the Partnership, shall then have the option, for a period of 30 days thereafter, to purchase the Partnership Interest in the Partnership not purchased by the Partnership, on the same terms and conditions as apply to the Partnership. If all other Partners do not elect to purchase the entire remaining Partnership Interest in the Partnership, then the Partners electing to purchase shall have the right, pro rata in accordance with their prior Partnership Interest in the Partnership, to purchase the additional Partnership Interest in the

Partnership available for purchase. The Transferee of the Partnership Interest in the Partnership that is not purchased shall hold such Partnership Interest in the Partnership subject to all of the provisions of this Agreement.

8.7 Nonparticipation of Interested Partner

No Partner shall participate in any Vote or decision in any matter pertaining to the disposition of that Partner's Partnership Interest in the Partnership under this Agreement.

8.8 Option Purchase Price

The purchase price of the Partnership Interest that is the subject of an option under this Agreement shall be the Fair Market Value of such Partnership Interest as determined under this Section 8.8. 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 Option Date, 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 Partnership 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 greatest from each of the other two appraisers' valuations, and the arithmetic mean of the remaining two appraisers' valuations shall be the Fair Market Value. Each purchasing 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.

8.9 Substituted Partner

Except as expressly permitted under Section 8.2, a prospective Transferee (other than an existing Partner) of a Partnership Interest may be admitted as a Partner with respect to such Partnership Interest (a "*Substituted Partner*") only (1) on the approval of the General Partner of the prospective Transferee's admission as a Partner, and (2) on such prospective Transferee's executing a counterpart of this Agreement as a party hereto. Any prospective Transferee of a Partnership Interest shall be deemed an Assignee, and, therefore, the owner of only an Economic Interest until such prospective Transferee has been admitted as a Substituted Partner.

8.10 Duties of a Substituted Partner

Any Person admitted to the Partnership as a Substituted Partner shall be subject to all provisions of this Agreement.

8.11 Securities Laws

The initial sale of Partnership Interests in the Partnership to the initial Partners 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 upon exemptions from the registration provisions of those laws. No attempt has been made to qualify the offering and sale of Partnership Interests

to Partners under the California Corporate Securities Law of 1968, as amended, also in reliance upon an exemption from the requirement that a permit for issuance of securities be procured. Notwithstanding any other provision of this Agreement, Partnership Interests may not be Transferred or Encumbered unless registered or qualified under applicable state and federal securities law or unless, in the opinion of legal counsel satisfactory to the Partnership, such qualification or registration is not required. The Partner who desires to transfer a Partnership Interest shall be responsible for all legal fees incurred in connection with said opinion.

ARTICLE IX

DISSOLUTION AND WINDING UP

9.1 Events of Dissolution

The Partnership shall be dissolved on the first to occur of the following events:

9.1.1 The written agreement of a Majority of Partners to dissolve the Partnership.

9.1.2 The sale or other disposition of substantially all of the Partnership assets.

9.1.3 Entry of a decree of judicial dissolution pursuant to Section 15682 of the Act.

9.2 Winding Up

On the dissolution of the Partnership, the Partnership shall engage in no further business other than that necessary to wind up the business and affairs of the Partnership. The Partners who have not wrongfully dissolved the Partnership shall wind up the affairs of the Partnership. The Persons winding up the affairs of the Partnership shall give written Notice of the commencement of winding up by mail to all known creditors and claimants against the Partnership whose addresses appear in the records of the Partnership. After paying or adequately providing for the payment of all known debts of the Partnership (except debts owing to Partners) the remaining assets of the Partnership shall be distributed or applied in the following order of priority:

9.2.1 To pay the expenses of liquidation.

9.2.2 To repay outstanding loans to Partners. If there are insufficient funds to pay such loans in full, each Partner shall be repaid in the ratio that the Partner's respective loan, together with interest accrued and unpaid thereon, bears to the total of all such loans from Partners, including all interest accrued and unpaid on those loans. Such repayment shall first be credited to unpaid principal and the remainder shall be credited to accrued and unpaid interest.

9.2.3 Among the Partners in accordance with the provisions of Article Four, Section 4.7.

9.3 Deficits

Each Partner shall look solely to the assets of the Partnership for the return of the Partner's investment, and if the Partnership property remaining after the payment or discharge of the debts and liabilities of the Partnership is insufficient to return the investment of any Partner, such Partner shall have no recourse against any other Partners for indemnification, contribution, or reimbursement.

ARTICLE X

ARBITRATION

Any action to enforce or interpret this Agreement or to resolve disputes between the Partners or by or against any Partner shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive dispute resolution process in the State of California. Any party may commence arbitration by sending a written demand for arbitration to the other parties. Such demand shall set forth the nature of the matter to be resolved by arbitration. Arbitration shall be conducted at San Francisco, California. 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 upon any such decision in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE XI

GENERAL PROVISIONS

11.1 General Provisions

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 Partners or any of them.

11.2 Counterpart Executions

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.

11.3 Governing Law; Severability

This Agreement shall be construed and enforced in accordance with the internal laws of the State of California. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator 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 such invalidity, illegality, or unenforceability or, if that is not possible,

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

11.4 Benefit

This Agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

11.5 Number and Gender

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 Further Assurances

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, including but not limited to taking any and all actions reasonably required to comply with any mortgage or encumbrance with respect to the Property.

11.7 Partner's Other Business

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

11.8 Agent

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

11.9 Authority to Contract

Each Partner represents and warrants to the other Partners that the Partner has the capacity and authority to enter into this Agreement.

11.10 Titles and Headings

The article, section, and paragraph 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 Amendment and Waiver

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

11.12 Time is of the Essence

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

11.13 No Third Party Beneficiary Intended

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 shall have or acquire any right by virtue of this Agreement.

11.14 Sale of the Property.

Should the Partners authorize and approve the sale of any real property or any interest therein owned by the Partnership, the General Partner shall be granted the exclusive authorization and right to sell such property or interest therein, and shall be compensated at least three percent (3%) of the sale price for its services.

11.15 Refinance of the Property.

Upon the refinance of the Property or any real property or any interest therein owned by the Partnership, the General Partner shall be compensated in an amount not less than one-half percent (0.5%) of the loan amount for its services in effectuating such refinance.

11.16 Limited Partnership

The Partners intend the Partnership to be a limited partnership under the Act. No member shall take any action inconsistent with the express intent of the parties to this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Van't Hul: the Van't Hul Revocable Living Trust dated May 15, 2000

By: _____ _____
Brad Van't Hul, Trustee Pei-Lin Van't Hul, Trustee

Westgate

By: _____
Joann Westgate

Wilcox

By: _____ _____
Donald E. Wilcox Muriel Wilcox

Wilde: Jacqueline M. Wilde Revocable Trust

By: Jacqueline M Wilde Trustee
Jacqueline M. Wilde, Trustee

Yi: The Yi Family 2008 Trust, UTD April 15, 2008

By: _____ _____
Kyung Woo Yi, Trustee Young Soon Yi, Trustee

Young Family Trust dated Dec. 15, 2006 as amended

By: _____
Gayle Young, Trustee

EXHIBIT A: See attached Schedule A

Country Oaks I, LP Partners

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SCHEDULE A
Country Oaks Apts.
333 East Enos Dr.
Santa Maria, CA 93454

Owner's Name	Invested Amount	Investment Percent
Albers, Kenneth W & Marci A	496,458.00	3.343%
Balsdon: the Balsdon Family Trust	804,200.00	5.415%
Dellacort: The Mariane Dellacort Family Trust	404,500.00	2.724%
Dong, Thomas K & Shirley M	**456,806.00**	3.076%
LeFever Mattson, Inc.	968,108.12	6.519%
Lyon, Richard	400,000.00	2.694%
Ogg, Kathy	600,000.00	4.040%
Morse, Marie A	396,400.00	2.669%
Riley 1994 Revocable Trust	359,000.00	2.418%
Treakle: Richard V. Treakle and Carolyn C. Treakle Revocable Trust	1,502,719.52	10.119%
Prisco, Anne M & Sergi, Stephen R	250,000.00	1.684%
Davis, Craig H & Kathryn M	248,474.62	1.673%
Conrad: Janice M Conrad Trust	250,000.00	1.684%
Strickland, Peter S & Hayashi, Januth Kei	200,000.00	1.347%
Shogren Family Trust dtd December 23, 1996	399,377.27	2.689%
Lull, Richard W & Maureen J	150,000.00	1.010%
The Walter Lull Living Trust	423,374.29	2.851%
Walker: Walker Family Trust dtd December 15, 2006	150,000.00	1.010%
Country Oaks, LLC		
Avila, Javier A & Nikole D	170,000.00	1.145%
Crane, Charles	200,000.00	1.347%
Crane, Stephen	200,000.00	1.347%
Edgar, Charles H & Cathleen W	250,000.00	1.684%
Fisher Family Trust dtd May 25, 2006	500,000.00	3.367%
Gitsham, Calvin	300,000.00	2.020%
Goff, Terry & Joyce	500,000.00	3.367%
Hamlin, Kathleen	500,000.00	3.367%
LeFever Mattson, Inc.	300,000.00	2.020%
Long, Stephen M & Holli L	200,000.00	1.347%
Mattson, TTEE, WL/PD Mattson Trust, William L & Peggy D	150,000.00	1.010%
Pitman: the Ward and Anne Pitman Trust dated 1/11/06.	300,000.00	2.020%
Rice, Willis & Linda	750,582.18	5.054%
Rogers, Desiree Star & Tanya Lorraine Rogers	200,000.00	1.347%
Taffe, TTEE, Taffe Family Trust, Norman & Sonya	150,000.00	1.010%
Taneja, Aneeta	300,000.00	2.020%
Van't Hul; The Van't Hul Revocable Living Trust dtd May 15, 2000	200,000.00	1.347%
Westgate, Joann	500,000.00	3.367%
Wilcox, Donald E	200,000.00	1.347%
Wilde, TTE, Jacqueline M Wilde Revocable Trust, Jaqueline M	120,000.00	0.808%
Young; The Young Family Trust dtd December 15, 2006	200,000.00	1.347%
Yi, Kyung	200,000.00	1.347%
	14,850,000.00	100.000%
Projected Capital Required	14,850,000.00	

EXHIBIT B

Property

EXHIBIT B: to the LP Agreement
Real Property Legal Description

Parcel B of Castle Parcel Map, Tract 5420, in the City of Santa Maria, County of Santa Barbara, State of California, as per map recorded in Book 34, Pages 33 and 34 of Parcel Maps, in the Office of the County Recorder of said County.

EXCEPTING THEREFROM all oil, gas, water and mineral rights below the depth of 500 feet, with no right of surface entry, as reserved in Deed recorded November 19, 1984 as Instrument No. 84-66247 of Official Records.

APN: 128-066-10

EXHIBIT C

Form of Property Management Agreement

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LEFEVER MATTSON
PROPERTY MANAGEMENT

6359 Auburn Boulevard, Suite B
Citrus Heights, CA 95621

Telephone 916.723.5111
FAX 916.676.0011

APARTMENT PROPERTY MANAGEMENT AGREEMENT

In consideration of the covenants herein contained, the parties named in this contract as Owner, and the party named in this contract as Agent, "LEFEVER MATTSON PROPERTY MANAGEMENT", agree as follows:

1. The Owner hereby engages the Agent to have the exclusive management of the Property know as:

   See Attachment Schedule A

   Property Address: Country Oaks Apartments, 333 E. Enos Drive, Santa Maria, CA 93454

   Property Description: 208 Unit Apartment Complex

   Additional Properties: None

   Upon the terms hereinafter set forth, for the period commencing December 15, 2012 and expiring December 14, 2013, and automatically renewed for like periods, subject to either party having the right to cancel this Agreement by giving the other party (30) thirty day written notice of their intention to do so at any time after the initial period described above. Termination of this agreement for any reason, except for gross negligence as later described, shall result in a termination fee of (3) three times the normal monthly management fee payable prior to relinquishing of management documents.

   The Agent hereby accepts the management of said property (together with the furniture, furnishing or personal property therein or used in connection therewith) as provided herein.

2. The Agent, in accepting the management of said property, will perform the duties as herein provided, using its best judgment, effort and ability relative to the following for and on behalf of the Owner:

   A. Placing advertising, at Owners expense, for property or portions of property for rent or lease; selecting and obtaining tenants; executing tenancies and leases as well as extensions and renewals of leases in the name of LEFEVER MATTSON.
   B. For and on behalf of the Owner, engaging and discharging employees and others needed for service in or maintenance of the premises up to the authority in paragraph 3 below, or with Owner approval.
   C. Effecting contracts for on-site management, utilities or other services in name of Owner, purchasing supplies and equipment for operation of the premises, with Owner approval.
   D. Effecting insurance, when instructed in writing by Owner, and paying the premiums from the Owner's account.
   E. Paying taxes and payment of interest and principal encumbrances can be accomplished, provided Agent receives such written instructions from Owner and provided funds are available in property account.
   F. Collecting and managing legal counsel for suing for rents and other moneys due; obtaining possession, terminating tenancies or leases, arranging and consenting to assignments or subletting of premises (Agent's or Owner's attorneys' fees for service pertaining to the property shall be an expense of the Owner).
   G. Assisting in obtaining settlements on insurance or other claims. Employing attorneys as and when needed.
   H. Paying all of the above expenses incurred for the Owner's account and at the Owner's expense, including the fees for Agent, moneys advanced by Agent, and reimbursable expenses of Agent which includes but is not limited to property supplies and property operating forms.

3. Notwithstanding anything herein contained to the contrary, the Agent shall not have the authority to do any of the following things without the consent of the Owner:

   A. Effect a lease or contract for a period longer than one (1) year.
   B. Incur any expense for a single repair, alteration, decoration cost, purchase or replacement of equipment or chattels in excess of the amount held in the subject property bank account without the consent of Owner, unless it is an emergency.

4. The following fee schedule shall apply to the services rendered:

   A. Our mutually agreed upon fee for management is **3 %** of the gross rent collected.
   B. As compensation for additional costs of collection of late rents and returned checks LEFEVER MATTSON will retain all Late Fees and NSF fees paid by tenants as related to their tenancy.
   C. Management / Maintenance Database Accounting system annual license fee. $35.00 per dwelling unit.
   D. Such other fee or fees may be agreed to, from time to time, to compensate Agent for making contracts and supervising repairs, alterations, replacements, improvements, remodeling, additions, decorating or otherwise, pertaining to the premises, which are not part of normal operations. These fees include but are not limited to; Rental Application Fees, (applicants are charged a $35.00 application fee which cover the cost of credit reporting and tenant screening. Credit reporting is generally less than $10.00 per applicant.); Lawn Fees, (LeFever Mattson utilizes an outside landscape maintenance company to service many of the properties we manage. Lawn Fees are charged to owners including an administrative charge of approximately 20% over the direct cost); LeFever Mattson Property Management retains Tenant Late Fees and NSF fees to offset the cost of processing notices, evictions, and collection efforts. Tenant Late Fees and NSF Fees charged to Tenants are generally $35.00 unless set by previous ownership) Renovations, Construction Projects, Insurance Claims Administration and other Projects are outside the normal scope of the monthly management contract. These services generally require a fee of up to 10% of the cost of the work performed for project administration. Fees charged for maintenance and maintenance stock include a profit to LeFever Mattson averaging 15% to 20%.
   E. LEFEVER MATTSON provides maintenance to you, the client, at three different rates. The basic rate of $35.90 per work hour includes general maintenance; the lower rate of $29.90 per work hour includes unskilled labor, and the last rate of $45.90 per work hour includes special skills such as electrical, plumbing, etc. These rates are subject to change with notice.
   F. It is understood by all parties that LEFEVER MATTSON operates its management and maintenance departments in order to earn a profit.
   G. Agent may increase the management fee at renewal time with 30-day notice to Owner.

5. In the event the Agent advances money for the Owner's and/or the property's account, or the Owner is indebted to the Agent for services or otherwise arising out of this contract, all moneys advanced by Agent shall be due and payable by Owner upon demand, and bear interest at the rate of one and one-half (1½%) percent per month, computed on monthly debit balances on Owner's account and the recording of this contract or a notice with a notation of the amount owing Agent shall become a valid lien upon the premises.

6. The Agent shall establish a reserve in the Owner's account to make necessary funds available for necessary payments and withdrawals to maintain the property as herein outlined. Said reserve shall be maintained at $20,000.00 per property under management.

7. In the purchase of the subject apartments, the owners have created a reserve account to provide funds for property improvements as well as any operating expense not covered by income in the initial phase of ownership. It is assumed that these funds will not be depleted in the short term and might best be used to generate additional income for the owners through investment.

To maximize the return on investment to the owners, the property manager is authorized to invest reserve funds for the benefit of the owners. Investments should allow for reasonable access to principal so that operation of the apartments is not jeopardized.

Appropriate investments include, but are not limited to interest bearing accounts, certificates of deposit, and short term loans to other properties managed by management company. From time to time, multi-family properties managed by property manager need additional funds for property improvements or operating expenses. In the past, short term commercial or private loans have been obtained to meet these needs. Loans from one property to another meet the need for funds by the borrowing property and provide an income source through interest to the loaning property. The property manager is authorized to make such loans to other properties and to borrow from other properties for the benefit of this property.

8. The Agent agrees at all times to keep and maintain, in accordance with customary business practices, suitable records and receipts pertaining to the supervision, management, care and operation of the said premises including all correspondence and data pertaining to, or in any matter related to the said premises, and to permit said Owner to inspect said records and other matters and to make copies or extracts therefrom, during the term of this Agreement.

9. The Agent shall render to the Owner monthly, a statement of receipts and disbursements incurred in connection with the management and operation of the said premises, and shall check and approve all invoices and other items of expense including operating and management expenses, and if applicable, shall remit moneys to Owner by approximately the eighth day of the following month. Statements sent are approved by Owner unless Agent is notified in writing within thirty (30) days from date of said statements, setting forth the errors.

10. LeFever Mattson Property Management will provide property due diligence services during the escrow period in order to assist the owners in assessing the physical and financial factors of the property. These services can included but are not limited to; physical property inspections, physical needs assessment, deferred maintenance assessment, financial pro-formas, cash flow projections, capital budgeting, monitoring property operations…

    LeFever Mattson Property Management will charge a fee $35.00 per unit or $1,750.00, whichever is greater, for due diligence services as outlined above. These fees will be paid from the property operating account subsequent to close of escrow.

11. The Owner agrees to save the Agent harmless from all damage suits, costs and expenses incurred therefrom in connection with the management of the premises and from liability suffered by any employee or other person whomsoever and to carry, at Owner's expense, adequate liability, and compensation insurance in amounts to protect the Agent in the same manner and to the extent as the Owner. Owner shall name LeFever Mattson Property Management as an "Additional Insured", on said policy. Agent shall have the right to effect said insurance at the expense of Owner; however, Agent shall not be liable for failure to effect or to renew said insurance.

12. Nothing herein contained shall relieve the Agent from responsibility to the Owner for gross negligence; however, the Owner agrees: (1) to hold and save the Agent from and harmless from damages sustained by person or property due to any cause whatsoever either in and about the premises or elsewhere when the Agent is carrying out the provisions of this contract or the express or implied directions of the Owner; (2) to reimburse the Agent for moneys the latter is required to pay out for any reason whatsoever, either in connection with or as an expense in defense of any civil or criminal action, proceeding, charge or prosecution instituted or maintained against the Agent or the Owner and Agent jointly, affecting omissions of Agent or employees of the Owner; (3) to defend promptly any such action, proceeding, charge or prosecution instituted or maintained against the Agent or the Owner and Agent jointly.

13. If the Owner shall fail or refuse to comply with or abide by any rule, order, determination, ordinance or law of any Federal, State, Municipal or Governmental authority, the Agent upon giving twenty-four (24) hour written notice mailed to the Owner at the address to which Owner's remittances are sent, may terminate this Agreement.

14. Unless the Owner, in writing, expressly directs and the Agent, in writing, agrees so to do, the Agent shall not be required to file any reports other than the rendering of said monthly statements.

15. In the event the Owner terminates the Agreement (other than pursuant to Paragraph No. 1 as herein above provided), the Agent shall be entitled to compensation at a rate of three times the average monthly fee on each additional period of the contract. Said fees are to be paid to Agent before termination becomes effective. The above fees will be waived by Agent for the following circumstances: (1) if the subject property is sold and the Agent is given a thirty (30) day notice of the termination of this Agreement; (2) in the event there has been a material breach of contract by Agent and notice has been given in writing by Owner to Agent and Agent has not made a diligent effort in starting to cure said breach within fourteen (14) days after notice by Owner.

16. Should any provision of the Management Agreement be declared invalid by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect regardless of such declaration.

17. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Owner, and on the successors and assigns of the Agent.

18. Notices: Any written notice to Owner or Property Manager required under this Agreement shall be served by sending such notice by first class mail to that party at the address below, or at any different address which the parties may later designate for this purpose, and shall be deemed received three business days after deposit into the United States mail.

19. Equal Housing Opportunity: All property shall be offered in compliance with federal, state and local anti-discrimination laws.

20. Attorney's Fees: In any action, proceeding or arbitration arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Agreement on the day and year first above written.

COUNTRY OAKS I, LP

By: LeFever Mattson, a California Corporation
Its: General Partner

By: _____
Ken Mattson, President

LIMITED PARTNERS:

Avila

By: _____ _____
Javier A. Avila Nikole D. Avila

Crane

By: _____ _____
Stephen M. Crane

Crane

By: _____ _____
Charles E. Crane

Edgar

By: _____ _____
Charles H. Edgar Cathleen W. Edgar

Fisher Family Trust dated May 25, 2006

By: _____
Eb Wiedenmeyer, Trustee

Gitsham Family Trust dated September 9, 1992

By: _____ _____
Calvin Henry Ward Gitsham, Trustee Grace Wei Mei Gitsham, Trustee

Goff

By: _____ _____
Terry Goff Joyce Goff

Hamlin: Kathleen L. Hamlin Living Trust

By: _____
Kathleen L. Hamlin, Trustee

LeFever Mattson, Inc. a California Corporation

By: _____
Kenneth W. Mattson, President

Long

By: _____ _____
Stephen M. Long Holli L. Long

Mattson: WL/PD MATTSON TRUST dated August 29, 2002

By: _____ _____
William L. Mattson, Trustee (Settlor) Peggy D. Mattson, Trustee (Settlor)

Pitman: the Ward and Anne Pitman Trust dated 1/11/06.

By: _____ _____
Ward M. Pitman, Trustee Anne C. Pitman, Trustee

Rice

By: _____ _____
Willis Rice Linda Rice

Rogers

By: _____ _____
Desiree Starr Rogers Tanya Lorraine Rogers

Taffe Family Trust dated October 16, 2000

By: _____ _____
Norman Taffe, Trustee Sonya Taffe, Trustee

Taneja

By: _____
Aneeta Taneja

Van't Hul: the Van't Hul Revocable Living Trust dated May 15, 2000

By: _____ _____
Brad Van't Hul, Trustee Pei-Lin Van't Hul, Trustee

Westgate

By: _____
Joann Westgate

Wilcox

By: _____ _____
Donald E. Wilcox Muriel Wilcox

Wilde: Jacqueline M. Wilde Revocable Trust

By: _____
Jacqueline M. Wilde, Trustee

Yi: The Yi Family 2008 Trust, UTD April 15, 2008

By: _____ _____
Kyung Woo Yi, Trustee Young Soon Yi, Trustee

Young Family Trust dated Dec. 15, 2006 as amended

By: _____
Gayle Young, Trustee

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Agreement on the day and year first above written.

COUNTRY OAKS I, LP

By: LeFever Mattson, a California Corporation
Its: General Partner

By: _____
Ken Mattson, President

LIMITED PARTNERS:

Avila

By: _____
Javier A. Avila

_____
Nikole D. Avila

Crane

By: _____
Stephen M. Crane

_____

Crane

By: _____
Charles E. Crane

_____

Edgar

By: _____
Charles H. Edgar

_____
Cathleen W. Edgar

Fisher Family Trust dated May 25, 2006

By: _____
Eb Wiedenmeyer, Trustee

Gitsham Family Trust dated September 9, 1992

By: _____
Calvin Henry Ward Gitsham, Trustee

_____
Grace Wei Mei Gitsham, Trustee

Goff

By: _____
Terry Goff

_____
Joyce Goff

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Agreement on the day and year first above written.

COUNTRY OAKS I, LP

By: LeFever Mattson, a California Corporation
Its: General Partner

By: _____
Ken Mattson, President

LIMITED PARTNERS:

Avila

By: _____
Javier A. Avila

_____
Nikole D. Avila

Crane

By: _____
Stephen M. Crane

_____

Crane

By: _____
Charles E. Crane

_____

Edgar

By: _____
Charles H. Edgar

_____
Cathleen W. Edgar

Fisher Family Trust dated May 25, 2006

By: _____
Eb Wiedenmeyer, Trustee

Gitsham Family Trust dated September 9, 1992

By: _____
Calvin Henry Ward Gitsham, Trustee

_____
Grace Wei Mei Gitsham, Trustee

Goff

By: _____
Terry Goff

_____
Joyce Goff

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IN WITNESS WHEREOF, the parties have executed or caused to be executed this Agreement on the day and year first above written.

COUNTRY OAKS I, LP

By: LeFever Mattson, a California Corporation
Its: General Partner

By: _____
Ken Mattson, President

LIMITED PARTNERS:

Avila

By: _____
Javier A. Avila

_____
Nikole D. Avila

Crane

By: _____
Stephen M. Crane

_____

Crane

By: _____
Charles E. Crane

_____

Edgar

By: Charles H. Edgar
Charles H. Edgar

Cathleen W. Edgar
Cathleen W. Edgar

Fisher Family Trust dated May 25, 2006

By: _____
Eb Wiedenmeyer, Trustee

Gitsham Family Trust dated September 9, 1992

By: _____
Calvin Henry Ward Gitsham, Trustee

_____
Grace Wei Mei Gitsham, Trustee

Goff

By: _____
Terry Goff

_____
Joyce Goff

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LM_00000835

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Agreement on the day and year first above written.

COUNTRY OAKS I, LP

By: LeFever Mattson, a California Corporation
Its: General Partner

By: _____
Ken Mattson, President

LIMITED PARTNERS:

Avila

By: _____ _____
Javier A. Avila Nikole D. Avila

Crane

By: _____ _____
Stephen M. Crane

Crane

By: _____ _____
Charles E. Crane

Edgar

By: _____ _____
Charles H. Edgar Cathleen W. Edgar

Fisher Family Trust dated May 25, 2006

By: _____
Eb Wiedenmeyer, Trustee

Gitsham Family Trust dated September 9, 1992

By: _____ _____
Calvin Henry Ward Gitsham, Trustee Grace Wei Mei Gitsham, Trustee

Goff

By: _____ _____
Terry Goff Joyce Goff

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Agreement on the day and year first above written.

COUNTRY OAKS I, LP

By: LeFever Mattson, a California Corporation
Its: General Partner

By: _____
Ken Mattson, President

LIMITED PARTNERS:

Avila

By: _____
Javier A. Avila

_____
Nikole D. Avila

Crane

By: _____
Stephen M. Crane

_____

Crane

By: _____
Charles E. Crane

_____

Edgar

By: _____
Charles H. Edgar

_____
Cathleen W. Edgar

Fisher Family Trust dated May 25, 2006

By: _____
Eb Wiedenmeyer, Trustee

Gitsham Family Trust dated September 9, 1992

By: _____
Calvin Henry Ward Gitsham, Trustee

_____
Grace Wei Mei Gitsham, Trustee

Goff

By: _____
Terry Goff

_____
Joyce Goff

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Agreement on the day and year first above written.

COUNTRY OAKS I, LP

By: LeFever Mattson, a California Corporation
Its: General Partner

By: _____
Ken Mattson, President

LIMITED PARTNERS:

Avila

By: _____ _____
Javier A. Avila Nikole D. Avila

Crane

By: _____ _____
Stephen M. Crane

Crane

By: _____ _____
Charles E. Crane

Edgar

By: _____ _____
Charles H. Edgar Cathleen W. Edgar

Fisher Family Trust dated May 25, 2006

By: _____
Eb Wiedenmeyer, Trustee

Gitsham Family Trust dated September 9, 1992

By: _____ _____
Calvin Henry Ward Gitsham, Trustee Grace Wei Mei Gitsham, Trustee

Goff

By: _____ _____
Terry Goff Joyce Goff

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LM_00000838

Hamlin: Kathleen L. Hamlin Living Trust

By: Kathleen L Hamlin, Trustee
Kathleen L. Hamlin, Trustee

LeFever Mattson, Inc. a California Corporation

By: _____
Kenneth W. Mattson, President

Long

By: _____ _____
Stephen M. Long Holli L. Long

Mattson: WL/PD MATTSON TRUST dated August 29, 2002

By: _____ _____
William L. Mattson, Trustee (Settlor) Peggy D. Mattson, Trustee (Settlor)

Pitman: the Ward and Anne Pitman Trust dated 1/11/06.

By: _____ _____
Ward M. Pitman, Trustee Anne C. Pitman, Trustee

Rice

By: _____ _____
Willis Rice Linda Rice

Rogers

By: _____ _____
Desiree Starr Rogers Tanya Lorraine Rogers

Taffe Family Trust dated October 16, 2000

By: _____ _____
Norman Taffe, Trustee Sonya Taffe, Trustee

Taneja

By: _____
Aneeta Taneja

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Agreement on the day and year first above written.

COUNTRY OAKS I, LP

By: LeFever Mattson, a California Corporation
Its: General Partner

By: _____
Ken Mattson, President

LIMITED PARTNERS:

Avila

By: _____
Javier A. Avila

_____
Nikole D. Avila

Crane

By: _____
Stephen M. Crane

_____

Crane

By: _____
Charles E. Crane

_____

Edgar

By: _____
Charles H. Edgar

_____
Cathleen W. Edgar

Fisher Family Trust dated May 25, 2006

By: _____
Eb Wiedenmeyer, Trustee

Gitsham Family Trust dated September 9, 1992

By: _____
Calvin Henry Ward Gitsham, Trustee

_____
Grace Wei Mei Gitsham, Trustee

Goff

By: _____
Terry Goff

_____
Joyce Goff

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LM_00000840

Hamlin: Kathleen L. Hamlin Living Trust

By: _____
Kathleen L. Hamlin, Trustee

LeFever Mattson, Inc. a California Corporation

By: _____
Kenneth W. Mattson, President

Long

By: _____ _____
Stephen M. Long Holli L. Long

Mattson: WL/PD MATTSON TRUST dated August 29, 2002

By: _____ _____
William L. Mattson, Trustee (Settlor) Peggy D. Mattson, Trustee (Settlor)

Pitman: the Ward and Anne Pitman Trust dated 1/11/06.

By: _____ _____
Ward M. Pitman, Trustee Anne C. Pitman, Trustee

Rice

By: _____ _____
Willis Rice Linda Rice

Rogers

By: _____ _____
Desiree Starr Rogers Tanya Lorraine Rogers

Taffe Family Trust dated October 16, 2000

By: _____ _____
Norman Taffe, Trustee Sonya Taffe, Trustee

Taneja

By: _____
Aneeta Taneja

Hamlin: Kathleen L. Hamlin Living Trust

By: _____
Kathleen L. Hamlin, Trustee

LeFever Mattson, Inc. a California Corporation

By: _____
Kenneth W. Mattson, President

Long

By: _____ _____
Stephen M. Long Holli L. Long

Mattson: WL/PD MATTSON TRUST dated August 29, 2002

By: _____ _____
William L. Mattson, Trustee (Settlor) Peggy D. Mattson, Trustee (Settlor)

Pitman: the Ward and Anne Pitman Trust dated 1/11/06.

By: _____ _____
Ward M. Pitman, Trustee Anne C. Pitman, Trustee

Rice

By: _____ _____
Willis Rice Linda Rice

Rogers

By: _____ _____
Desiree Starr Rogers Tanya Lorraine Rogers

Taffe Family Trust dated October 16, 2000

By: _____ _____
Norman Taffe, Trustee Sonya Taffe, Trustee

Taneja

By: _____
Aneeta Taneja

Hamlin: Kathleen L. Hamlin Living Trust

By: _____
Kathleen L. Hamlin, Trustee

LeFever Mattson, Inc. a California Corporation

By: _____
Kenneth W. Mattson, President

Long

By: _____ _____
Stephen M. Long Holli L. Long

Mattson: WL/PD MATTSON TRUST dated August 29, 2002

By: William L Mattson, TTEE Peggy D. Mattson, TTEE
William L. Mattson, Trustee (Settlor) Peggy D. Mattson, Trustee (Settlor)

Pitman: the Ward and Anne Pitman Trust dated 1/11/06.

By: _____ _____
Ward M. Pitman, Trustee Anne C. Pitman, Trustee

Rice

By: _____ _____
Willis Rice Linda Rice

Rogers

By: _____ _____
Desiree Starr Rogers Tanya Lorraine Rogers

Taffe Family Trust dated October 16, 2000

By: _____ _____
Norman Taffe, Trustee Sonya Taffe, Trustee

Taneja

By: _____
Aneeta Taneja

Hamlin: Kathleen L. Hamlin Living Trust

By: _____
Kathleen L. Hamlin, Trustee

LeFever Mattson, Inc. a California Corporation

By: _____
Kenneth W. Mattson, President

Long

By: _____ _____
Stephen M. Long Holli L. Long

Mattson: WL/PD MATTSON TRUST dated August 29, 2002

By: _____ _____
William L. Mattson, Trustee (Settlor) Peggy D. Mattson, Trustee (Settlor)

Pitman: the Ward and Anne Pitman Trust dated 1/11/06.

By: _____ _____
Ward M. Pitman, Trustee Anne C. Pitman, Trustee

Rice

By: _____ _____
Willis Rice Linda Rice

Rogers

By: _____ _____
Desiree Starr Rogers Tanya Lorraine Rogers

Taffe Family Trust dated October 16, 2000

By: _____ _____
Norman Taffe, Trustee Sonya Taffe, Trustee

Taneja

By: _____
Aneeta Taneja

Hamlin: Kathleen L. Hamlin Living Trust

By: _____
Kathleen L. Hamlin, Trustee

LeFever Mattson, Inc. a California Corporation

By: _____
Kenneth W. Mattson, President

Long

By: _____
Stephen M. Long

_____
Holli L. Long

Mattson: WL/PD MATTSON TRUST dated August 29, 2002

By: _____
William L. Mattson, Trustee (Settlor)

_____
Peggy D. Mattson, Trustee (Settlor)

Pitman: the Ward and Anne Pitman Trust dated 1/11/06.

By: _____
Ward M. Pitman, Trustee

_____
Anne C. Pitman, Trustee

Rice

By: _____
Willis Rice

_____
Linda Rice

Rogers

By: _____
Desiree Starr Rogers

_____
Tanya Lorraine Rogers

Taffe Family Trust dated October 16, 2000

By: _____
Norman Taffe, Trustee

_____
Sonya Taffe, Trustee

Taneja

By: _____
Aneeta Taneja

Hamlin: Kathleen L. Hamlin Living Trust

By: _____
Kathleen L. Hamlin, Trustee

LeFever Mattson, Inc. a California Corporation

By: _____
Kenneth W. Mattson, President

Long

By: _____
Stephen M. Long

_____
Holli L. Long

Mattson: WL/PD MATTSON TRUST dated August 29, 2002

By: _____
William L. Mattson, Trustee (Settlor)

_____
Peggy D. Mattson, Trustee (Settlor)

Pitman: the Ward and Anne Pitman Trust dated 1/11/06.

By: _____
Ward M. Pitman, Trustee

_____
Anne C. Pitman, Trustee

Rice

By: _____
Willis Rice

_____
Linda Rice

Rogers

By: _____
Desiree Starr Rogers

_____
Tanya Lorraine Rogers

Taffe Family Trust dated October 16, 2000

By: _____
Norman Taffe, Trustee

_____
Sonya Taffe, Trustee

Taneja

By: _____
Aneeta Taneja

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LM_00000846

Hamlin: Kathleen L. Hamlin Living Trust

By: _____
Kathleen L. Hamlin, Trustee

LeFever Mattson, Inc. a California Corporation

By: _____
Kenneth W. Mattson, President

Long

By: _____ _____
Stephen M. Long Holli L. Long

Mattson: WL/PD MATTSON TRUST dated August 29, 2002

By: _____ _____
William L. Mattson, Trustee (Settlor) Peggy D. Mattson, Trustee (Settlor)

Pitman: the Ward and Anne Pitman Trust dated 1/11/06.

By: _____ _____
Ward M. Pitman, Trustee Anne C. Pitman, Trustee

Rice

By: _____ _____
Willis Rice Linda Rice

Rogers

By: _____ _____
Desiree Starr Rogers Tanya Lorraine Rogers

Taffe Family Trust dated October 16, 2000

By: _____ _____
Norman Taffe, Trustee Sonya Taffe, Trustee

Taneja

By: _____
Aneeta Taneja

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LM_00000847

Hamlin: Kathleen L. Hamlin Living Trust

By: _____
Kathleen L. Hamlin, Trustee

LeFever Mattson, Inc. a California Corporation

By: _____
Kenneth W. Mattson, President

Long

By: _____ _____
Stephen M. Long Holli L. Long

Mattson: WL/PD MATTSON TRUST dated August 29, 2002

By: _____ _____
William L. Mattson, Trustee (Settlor) Peggy D. Mattson, Trustee (Settlor)

Pitman: the Ward and Anne Pitman Trust dated 1/11/06.

By: _____ _____
Ward M. Pitman, Trustee Anne C. Pitman, Trustee

Rice

By: _____ _____
Willis Rice Linda Rice

Rogers

By: _____ _____
Desiree Starr Rogers Tanya Lorraine Rogers

Taffe Family Trust dated October 16, 2000

By: _____ _____
Norman Taffe, Trustee Sonya Taffe, Trustee

Taneja

By: Aneeta Taneja
Aneeta Taneja

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LM_00000848

Van't Hul: the Van't Hul Revocable Living Trust dated May 15, 2000

By: Brad Van't Hul
Brad Van't Hul, Trustee

Pei-Lin Van't Hul
Pei-Lin Van't Hul, Trustee

Westgate

By: _____
Joann Westgate

Wilcox

By: _____
Donald E. Wilcox

_____
Muriel Wilcox

Wilde: Jacqueline M. Wilde Revocable Trust

By: _____
Jacqueline M. Wilde, Trustee

Yi: The Yi Family 2008 Trust, UTD April 15, 2008

By: _____
Kyung Woo Yi, Trustee

_____
Young Soon Yi, Trustee

Young Family Trust dated Dec. 15, 2006 as amended

By: _____
Gayle Young, Trustee

Van't Hul: the Van't Hul Revocable Living Trust dated May 15, 2000

By: _____ _____
Brad Van't Hul, Trustee Pei-Lin Van't Hul, Trustee

Westgate

By: _____
Joann Westgate

Wilcox

By: _____ _____
Donald E. Wilcox Muriel Wilcox

Wilde: Jacqueline M. Wilde Revocable Trust

By: _____
Jacqueline M. Wilde, Trustee

Yi: The Yi Family 2008 Trust, UTD April 15, 2008

By: _____ _____
Kyung Woo Yi, Trustee Young Soon Yi, Trustee

Young Family Trust dated Dec. 15, 2006 as amended

By: _____
Gayle Young, Trustee

Van't Hul: the Van't Hul Revocable Living Trust dated May 15, 2000

By: _____ _____
Brad Van't Hul, Trustee Pei-Lin Van't Hul, Trustee

Westgate

By: _____
Joann Westgate

Wilcox

By: _____ _____
Donald E. Wilcox Muriel Wilcox

Wilde: Jacqueline M. Wilde Revocable Trust

By: _____
Jacqueline M. Wilde, Trustee

Yi: The Yi Family 2008 Trust, UTD April 15, 2008

By: _____ _____
Kyung Woo Yi, Trustee Young Soon Yi, Trustee

Young Family Trust dated Dec. 15, 2006 as amended

By: _____
Gayle Young, Trustee

Van't Hul: the Van't Hul Revocable Living Trust dated May 15, 2000

By: _____ _____
Brad Van't Hul, Trustee Pei-Lin Van't Hul, Trustee

Westgate

By: _____
Joann Westgate

Wilcox

By: _____ _____
Donald E. Wilcox Muriel Wilcox

Wilde: Jacqueline M. Wilde Revocable Trust

By: _____
Jacqueline M. Wilde, Trustee

Yi: The Yi Family 2008 Trust, UTD April 15, 2008

By: _____ _____
Kyung Woo Yi, Trustee Young Soon Yi, Trustee

Young Family Trust dated Dec. 15, 2006 as amended

By: Gayle Young, Trustee
Gayle Young, Trustee

IN WITNESS WHEREOF, the parties hereto Owners, and LEFEVER MATTSON Property Management have signed and delivered this Agreement in duplicate this _____ day of _____ 20____.

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Agent: LEFEVER MATTSON Property Management

By: _____ Date: _____

IN WITNESS WHEREOF, the parties hereto Owners, and LEFEVER MATTSON Property Management have signed and delivered this Agreement in duplicate this _____ day of _____ 20____.

Owner: Javier Avila Date: 12/5/12 SSN: [redacted]

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Agent: LEFEVER MATTSON Property Management

By: _____ Date: _____

IN WITNESS WHEREOF, the parties hereto Owners, and LEFEVER MATTSON Property Management have signed and delivered this Agreement in duplicate this _____ day of _____ 20____.

Owner: Stephen M Crane Date: 12/4/12 SSN: [redacted]

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Agent: LEFEVER MATTSON Property Management

By: _____ Date: _____

IN WITNESS WHEREOF, the parties hereto Owners, and LEFEVER MATTSON Property Management have signed and delivered this Agreement in duplicate this _____ day of _____ 20____.

Owner: Charles H. Edgar Date: 12/2/12 SSN: [redacted]

Owner: Kathleen Edgar Date: 12/2/12 SSN: [redacted]

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Agent: LEFEVER MATTSON Property Management

By: _____ Date: _____

IN WITNESS WHEREOF, the parties hereto Owners, and LEFEVER MATTSON Property Management have signed and delivered this Agreement in duplicate this _____ day of _____ 20____.

Owner: Eberhard Wiedemann Date: 12/12/12 SSN: [redacted]

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN:

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Agent: LEFEVER MATTSON Property Management

By: _____ Date: _____

IN WITNESS WHEREOF, the parties hereto Owners, and LEFEVER MATTSON Property Management have signed and delivered this Agreement in duplicate this _____ day of _____ 20____.

Owner: Salem-Kong Wei Gilda Date: 11/29/2012 SSN: [redacted]

Owner: Kong Wei Mei Gilda Date: 11/29/2012 SSN: [redacted]

Owner: _____ Date: _____ SSN: [redacted]

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Agent: LEFEVER MATTSON Property Management

By: _____ Date: _____

IN WITNESS WHEREOF, the parties hereto Owners, and LEFEVER MATTSON Property Management have signed and delivered this Agreement in duplicate this _____ day of _____ 20____.

Owner: Terry [signature] Date: 11-29-12 SSN: [redacted]

Owner: Joyce Goff Date: 11-29-12 SSN: [redacted]

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Agent: LEFEVER MATTSON Property Management

By: _____ Date: _____

IN WITNESS WHEREOF, the parties hereto Owners, and LEFEVER MATTSON Property Management have signed and delivered this Agreement in duplicate this _____ day of _____ 20____.

Owner: Kathleen L Hamm Date: Dec. 3, 2012 SSN: [redacted]

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Agent: LEFEVER MATTSON Property Management

By: _____ Date: _____

IN WITNESS WHEREOF, the parties hereto Owners, and LEFEVER MATTSON Property Management have signed and delivered this Agreement in duplicate this _____ day of _____ 20____.

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Agent: LEFEVER MATTSON Property Management

By: _____ Date: _____

IN WITNESS WHEREOF, the parties hereto Owners, and LEFEVER MATTSON Property Management have signed and delivered this Agreement in duplicate this _____ day of _____ 20____.

Owner: Stephe Long Date: 11-28-12 SSN: [redacted]

Owner: Hollie Long Date: 11-28-12 SSN:

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Agent: LEFEVER MATTSON Property Management

By: _____ Date: _____

IN WITNESS WHEREOF, the parties hereto Owners, and LEFEVER MATTSON Property Management have signed and delivered this Agreement in duplicate this _____ day of _____ 20____.

Owner: William L Mattson Date: 12/11/12 SSN: [redacted]

Owner: Peggy D. Mattson Date: 12/11/12 SSN: [redacted]

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Agent: LEFEVER MATTSON Property Management

By: _____ Date: _____

IN WITNESS WHEREOF, the parties hereto Owners, and LEFEVER MATTSON Property Management have signed and delivered this Agreement in duplicate this _____ day of _____ 20____.

Owner: [signature] Date: 11-27-12 SSN: [redacted]

Owner: Anne C Pittman Date: 11-27-12 SSN: [redacted]

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Agent: LEFEVER MATTSON Property Management

By: _____ Date: _____

IN WITNESS WHEREOF, the parties hereto Owners, and LEFEVER MATTSON Property Management have signed and delivered this Agreement in duplicate this _____ day of _____ 20____.

Owner: [signature] Date: 12-3-12 SSN: [redacted]

Owner: [signature] Date: 12-3-12 SSN: [redacted]

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Agent: LEFEVER MATTSON Property Management

By: _____ Date: _____

IN WITNESS WHEREOF, the parties hereto Owners, and LEFEVER MATTSON Property Management have signed and delivered this Agreement in duplicate this 5 day of December 2012.

Owner: [signature] Date: 12/3/12 SSN: [redacted]

Owner: [signature] Date: 12/5/12 SSN: [redacted]

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Agent: LEFEVER MATTSON Property Management

By: _____ Date: _____

IN WITNESS WHEREOF, the parties hereto Owners, and LEFEVER MATTSON Property Management have signed and delivered this Agreement in duplicate this _____ day of _____ 20____.

Owner: _____ Date: 12/18/12 SSN: [redacted]

Owner: _____ Date: 12/15/12 SSN: [redacted]

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Agent: LEFEVER MATTSON Property Management

By: _____ Date: _____

IN WITNESS WHEREOF, the parties hereto Owners, and LEFEVER MATTSON Property Management have signed and delivered this Agreement in duplicate this _____ day of _____ 20____.

Owner: Aneeta Taneja Date: 11/28/12 SSN: [redacted]

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Agent: LEFEVER MATTSON Property Management

By: _____ Date: _____

IN WITNESS WHEREOF, the parties hereto Owners, and LEFEVER MATTSON Property Management have signed and delivered this Agreement in duplicate this 27th day of November 20 12.

Owner: Brad Vant Hul Date: 11-27-2012 SSN: [redacted]

Owner: Pei-Lin Vant Hul Date: 11-27-2012 SSN: [redacted]

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Agent: LEFEVER MATTSON Property Management

By: _____ Date: _____

IN WITNESS WHEREOF, the parties hereto Owners, and LEFEVER MATTSON Property Management have signed and delivered this Agreement in duplicate this _____ day of _____ 20____.

Owner: [signature] Date: 12-3-12 SSN: [redacted]

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Agent: LEFEVER MATTSON Property Management

By: _____ Date: _____

IN WITNESS WHEREOF, the parties hereto Owners, and LEFEVER MATTSON Property Management have signed and delivered this Agreement in duplicate this _____ day of _____ 20____.

Owner: Donald Wilcox Date: 12/10/2012 SSN: [redacted]

Owner: Muriel Wilcox Date: 12/10/2012 SSN: [redacted]

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Agent: LEFEVER MATTSON Property Management

By: _____ Date: _____

IN WITNESS WHEREOF, the parties hereto Owners, and LEFEVER MATTSON Property Management have signed and delivered this Agreement in duplicate this _____ day of _____ 20____.

Owner: Jacqueline M Wilde Date: 12/7/12 SSN: [redacted]

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Agent: LEFEVER MATTSON Property Management

By: _____ Date: _____

IN WITNESS WHEREOF, the parties hereto Owners, and LEFEVER MATTSON Property Management have signed and delivered this Agreement in duplicate this _____ day of _____ 20____.

Owner: Gayle Young Date: 12-1-12 SSN: [redacted]

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Owner: _____ Date: _____ SSN: _____

Agent: LEFEVER MATTSON Property Management

By: _____ Date: _____

EXHIBIT D-5.
Country Oaks I Amended LPA

AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

OF COUNTRY OAKS I, LP

A CALIFORNIA LIMITED PARTNERSHIP

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LIMITED PARTNERSHIP AGREEMENT OF

COUNTRY OAKS I, LP

This Limited Partnership Agreement (this "*Agreement*") of Country Oaks I, LP, a California limited partnership (the "*Partnership*"), is entered into effective as of August 10, 2016 (the *"Effective Date"*), by LeFever Mattson, a California corporation (the "*General Partner*") and the other individuals and/or entities who are or become signatories hereto (referred to individually as a "*Limited Partner*" and collectively with the General Partner as the "*Partners*").

RECITALS

WHEREAS, the partnership was formed pursuant to California Uniform Limited Partnership Act of 2008, as set forth in Sections 15900 et seq, of the California Corporations Code upon the filing of the Certificate of Limited Partnership with the Secretary of State of California (the "*Secretary of State*") on December 19, 2012.

WHEREAS, the members of the Partnership entered into that certain Limited Partnership Agreement of Country Oaks I, LP, a California Limited Partnership dated November 2012 ("Operating Agreement") to govern the operations of the Partnership;

WHEREAS, the Partners now desire to amend and restate the Original Agreement in its entirety pursuant to this Agreement, which as of the Effective Date, shall supersede the Original Agreement in its entirety and shall provide for the governance of the Partnership, the conduct of its business, and specify the Partners' relative rights and obligations effective as of the Effective Date.

NOW THEREFORE, in consideration of the foregoing, the Partners hereby 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 the Act.

1.1 Act

"*Act*" means the California Uniform Limited Partnership Act of 2008, as set forth in Sections 15900, et seq., of the California Corporations Code, including amendments from time to time.

1.2 Assignee

"*Assignee*" means a Person who has acquired a Partner's Economic Interest in the Partnership, by way of a Transfer in accordance with the terms of this Agreement, but who has not become a Partner.

1.3 Assigning Partner

"*Assigning Partner*" means a Partner who by means of a Transfer has transferred an Economic Interest in the Partnership to an Assignee.

1.4 Capital Account

"*Capital Account*" means, as to any Partner, a separate account maintained and adjusted in accordance with Article Three, Section 3.5.

1.5 Capital Contribution

"*Capital Contribution*" means, with respect to any Partner, the amount of the money and the Fair Market Value of any property (other than money) contributed to the Partnership (net of liabilities secured by such contributed property that the Partnership is considered to assume or take "subject to" under IRC Section 752) in consideration of a Percentage Interest held by such Partner. A Capital Contribution shall not be deemed a loan.

1.6 Capital Event

"*Capital Event*" means a sale or disposition of any of the Partnership's capital assets, the receipt of insurance and other proceeds derived from the involuntary conversion of Partnership property, the receipt of proceeds from a refinancing of Partnership property, or a similar event with respect to Partnership property or assets.

1.7 Cause

"*Cause*" means (i) insubordination, (ii) breach of this Agreement, (iii) any act or omission which is injurious to the Partnership or an affiliate or subsidiary of the Partnership, or the business or reputation of the Partnership or an affiliate or subsidiary of the Partnership, (iv) dishonesty, fraud, malfeasance, gross negligence or misconduct, (v) failure to satisfactorily perform his or her duties under this Agreement or any other agreement with the Partnership or an affiliate or subsidiary of the Partnership, (vi) failure to follow the direction of the Partnership or any individual to whom such individual reports, or to follow the policies, procedures, and rules of the Partnership, (vii) conviction of, or entry of a plea of guilty or no contest to, a felony or crime involving moral turpitude, or (viii) any other circumstances that would be recognized as cause at law.

1.8 Code or IRC

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

1.9 Economic Interest

"*Economic Interest*" means a Person's right to share in the income, gains, losses, deductions, credit or similar items of, and to receive distributions from, the Partnership, but does not include any other rights of a Partner, including the right to vote or to participate in management.

1.10 Encumber

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

1.11 Encumbrance

"*Encumbrance*" means, with respect to any Partnership Interest, or any element thereof, a mortgage, pledge, security interest, lien, proxy coupled with an interest (other than as contemplated in this Agreement), option, or preferential right to purchase.

1.12 Gross Asset Value

"*Gross Asset Value*" means, with respect to any item of property of the Partnership, the item's adjusted basis for federal income tax purposes, except as follows:

1.12.1 The Gross Asset Value of any item of property contributed by a Partner to the Partnership shall be the fair market value of such property, as mutually agreed by the contributing Partner and the Partnership; and

1.12.2 The Gross Asset Value of any item of Partnership property distributed to any Partner shall be the fair market value of such item of property on the date of distribution.

1.13 Initial Partner

"*Initial Partner*" or "Initial Partners" means those Persons whose names are set forth in Exhibit A, attached. A reference to an "Initial Partner" means any of the Initial Partners.

1.14 Involuntary Transfer

"*Involuntary Transfer*" means, with respect to any Partnership Interest, or any element thereof, any Transfer or Encumbrance, whether by operation of law, pursuant to 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.

1.15 Losses

"*Losses*." See "Profits and Losses."

1.16 Majority of Partners

"*Majority of Partners*" means a Partner or Partners whose Percentage Interests represent more than 50 percent of the Percentage Interests of all the Partners.

1.17 Notice

"*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 or United Parcel Service for overnight delivery, charges prepaid or charged to the sender's account; when personally delivered to the recipient; when transmitted by electronic means, and such transmission is electronically confirmed as having been successfully transmitted; or when delivered to the home or office of a recipient in the care of a person whom the sender has reason to believe will promptly communicate the notice to the recipient.

1.18 Partner

"*Partner*" means an Initial Partner or a Person who otherwise acquires a Partnership Interest, as permitted under this Agreement, and who remains a Partner.

1.19 Partnership

"*Partnership*" means Country Oaks I, LP, a California limited partnership.

1.20 Partnership Interest

"*Partnership Interest*" means a Partner's entire interest in the Partnership, including the Partner's Economic Interest, Percentage Interest, Voting Interest and all other interests of a Partner in the Partnership.

1.21 Percentage Interest

"*Percentage Interest*" means a fraction, the numerator of which is the total of a Partner's Capital Account and the denominator of which is the total of all Capital Accounts of all Partners.

1.22 Person

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

1.23 Profits and Losses

"*Profits and Losses*" means, for each fiscal year or other period specified in this Agreement, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with IRC Section 703(a).

1.24 Property

"*Property*" means the real property and investments listed on Exhibit C attached hereto, as the same may be modified and updated from time to time.

1.25 Proxy

"*Proxy*" has the meaning set forth in the first paragraph of California Corporations Code Section 15901(ab). A Proxy may not be transmitted orally.

1.26 Regulations

"*Regulations*" or "*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 Code, as such Regulations may be amended from time to time, including corresponding provisions of applicable successor regulations.

1.27 Successor in Interest

"*Successor in Interest*" means an Assignee, 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.

1.28 Super Majority of Partners

"*Super Majority of Partners*" means a Partner or Partners whose Percentage Interests represent 75 percent or more of the Percentage Interests of all the Partners.

1.29 Transfer

"*Transfer*" means, with respect to a Partnership Interest, or any element of a Partnership Interest, any sale, assignment, gift, Involuntary Transfer, or other disposition of all or any portion of a Partnership Interest, directly or indirectly, other than an Encumbrance that is expressly permitted under this Agreement.

1.30 Vote

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

1.31 Voting Interest

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

ARTICLE II

CERTIFICATE OF LIMITED PARTNERSHIP

2.1 Filing with Secretary of State

The Certificate was filed with the California Secretary of State on December 19, 2012 file number 201300700001.

2.2 Partnership Name

The name of the Partnership shall be Country Oaks I, LP.

2.3 Principal Office

The principal executive office of the Partnership shall be 6359 Auburn Blvd., Suite B, Citrus Heights, CA 95621, or such other place or places as may be determined by the General Partner, in its sole and absolute discretion, from time to time.

2.4 Agent for Service

The initial agent for service of process on the Partnership shall be Tim LeFever, at 6359 Auburn Blvd., Suite B, Citrus Heights, CA 95621. A Majority of Partners may from time to time change the Partnership's agent for service of process.

2.5 Partnership Purpose

The Partnership has been formed for the purposes of engaging in the business of investment in real estate and other assets selected by the General Partner from time to time, any and all other acts or activities incidental to the foregoing, and any other lawful purpose. In furtherance of the foregoing, the Partnership intends to acquire interests in at least two separate properties pursuant to the terms and conditions of Purchase and Sale Agreements and attached hereto as Exhibit D-1 and Exhibit D-2, which will each be assigned by LeFever Mattson to the Partnership pursuant to Assignment and Assumption of Purchase Agreements, the form of which is attached hereto as Exhibit E. It is anticipated that the Partnership will acquire the properties together with River Tree Partners, LP, a California limited partnership, and that the Partnership will to hold title to such properties with River Tree Partners, LP, a California limited partnership, as tenants in common.

2.6 Partnership Taxation

The Partners intend the Partnership to be a limited partnership under the Act, classified as a partnership for federal and, to the maximum extent possible, state income taxes. Neither a General Partner nor any Partner shall take any action inconsistent with the express intent of the parties to this Agreement.

2.7 Term

The term of existence of the Partnership commenced on the effective date of filing of Certificate with the California Secretary of State, and shall continue until terminated by the provisions of this Agreement or as provided by law.

2.8 General Partners

The General Partner and the management of the Partnership is set forth in Article Five of this Agreement.

ARTICLE III

CAPITALIZATION

3.1 Partner Contribution

Each Partner has contributed to the capital of the Partnership as the Partner's Capital Contribution the money and property specified in Exhibit A attached hereto. Each Partner's Percentage Interest in the Partnership is listed on Exhibit A attached hereto.

At the discretion of the General Partner, an Initial Partner may substitute an interest-bearing note for his or her Capital Contribution. Such note shall be due immediately upon the call of the General Partner.

The Fair Market Value of each item of contributed property as agreed between the Partnership and the Partner contributing such property is set forth in Exhibit A attached hereto.

3.2 Failure to Make Contribution

If a Partner fails to make a required Capital Contribution within the later of 30 days after the contribution date agreed upon by all the Partners, that Partner's entire Partnership Interest shall terminate and that Partner shall indemnify and hold the Partnership and the other Partners harmless from any loss, cost, or expense, including reasonable attorney fees caused by the failure to make such Capital Contribution.

3.3 Additional Capital Contributions

Two types of Additional Capital Contributions may be needed to enable the Partnership to conduct its business: (1) Discretionary Additional Capital Contributions and (2) Mandatory Additional Capital Contributions.

3.3.1 Discretionary Additional Capital Contributions

A Majority of the Partners may, with the General Partner's consent, determine from time to time that Capital Contributions in addition to the Partners' initial Capital Contributions would allow the Partnership to enhance and improve its investment objectives (a "*Discretionary Additional Capital Contribution*"). Upon such determination by a Majority of the Partners that is agreed to by the General Partner, the President shall give notice to all Partners in writing at least 90 days before the date on which such 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 Partners shall contribute. Each Partner shall be required to make a an additional Capital Contribution in an amount that bears the same proportion to the total Discretionary Additional Capital Contribution that such Partner's Capital Account balance bears to the total Capital Account balances of all Partners.

3.3.2 Mandatory Additional Capital Contributions

The President may reasonably determine that the Partnership's capital is or is presently likely to become insufficient for the conduct of its business as now conducted or as proposed by the General Partner to be conducted and that Capital Contributions in addition to the Partners' initial Capital Contributions are necessary to enable the Partnership to so conduct its business (a "*Mandatory Additional Capital Contribution*"). On making such a determination, the President may give notice to all Partners in writing at least 90 days before the date on which such Mandatory Additional Capital Contribution is due, setting forth the amount of additional Capital Contribution needed, the purpose for which it is needed, and the date by which the Partners shall contribute. Purposes for which Mandatory Additional Capital Contribution may called include, but are not limited to: the improvement, repair, maintenance, operation and management of existing Partnership assets and the acquisition, improvement and development of new assets. Each Partner shall be required to make an additional Capital Contribution in an amount that bears the same proportion to the total Mandatory Additional Capital Contribution that such Partner's Capital Account balance bears to the total Capital Account balances of all Partners.

3.3.3 Alternative to Additional Capital Contributions

In addition or as an alternative to making an additional capital call to the Partners, or if all of the additional capital called for in any notice referred to above is not raised through additional contributions by all or some of the Partners, the President shall have the right to obtain such additional capital by the sale of additional Partnership Interests to existing Partners and/or persons other than the existing Partners, on the same or more favorable terms and conditions offered to the Partners as set forth herein. Capital raised in connection with the offer and sale of additional Partnership Interests shall be used in furtherance of the Partnership's purpose and for general working capital purposes. In the event that additional Partner interests are sold in order to raise additional capital, Exhibit A and the Percentage Interests of all Partners shall be adjusted accordingly, with the Percentage Interests of all Partners who do not participate in connection with such sale being adjusted downward. No additional consent shall be required, and no right of first offer or right of first refusal need be offered, in connection with any such offer and sale of additional Partnership Interests. Any purchaser of additional Partnership Interests shall only become a Partner upon executing a counterpart signature page to this Agreement and agreeing to be bound by all of its terms.

3.3.4 No Voluntary Additional Capital Contributions

No Partner may voluntarily make any additional Capital Contribution without the written consent of a Majority of Partners and the General Partner.

3.4 Remedies When Partner Fails To Make Additional Capital Contributions

If a Partner fails to make an additional Capital Contribution required under Section 3 within 30 days after it is required to be made (a "*Defaulting Partner*") the President shall within five days after said failure notify each other Partner (a "*Nondefaulting Partner*") in writing of the total amount of Defaulting Partner Capital Contributions not made (the "*Additional Capital Shortfall*"), and shall specify a number of days within which each Nondefaulting Partner 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 Partner's Capital Account balance bears to the total Capital Accounts of all Nondefaulting Partners. If the total amount of Additional Capital Shortfall is not so contributed, the President may (i) use any reasonable method to provide Partners the opportunity to make additional Capital Contributions, until the Additional Capital Shortfall is as fully contributed as possible, and (ii) attempt to raise additional capital through the means set forth in Section 3.3.3 above. Following the Nondefaulting Partners' and any new Partners' making of such additional Capital Contributions, each Partner's Percentage Interest shall be adjusted to reflect the ratio that the Partner's Capital Account bears to the total Capital Accounts of all of the Partners.

3.5 Capital Accounts

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

3.6 Withdrawal or Distribution of Capital Contribution

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

3.7 No Interest on Contribution

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

3.8 Priority Over Other Partners

No Partner shall have priority over any other Partner, 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 Profits and Losses

The Profits and Losses of the Partnership and all items of Partnership income, gain, loss, deduction, or credit shall be allocated for Partnership book purposes and for tax purposes, to a Partner in accordance with the Partner's Percentage Interest.

4.2 Qualified Income Offset

If any Partner unexpectedly receives any adjustment, allocation, or distribution described in Reg. Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of Partnership gross income and gain shall be specially allocated to that Partner in an amount and manner sufficient to eliminate any deficit balance in the Partner's Capital Account created by such adjustment, allocation, or distribution as quickly as possible. 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 Reg. Sections 1.704-1(b) and 1.704-2 and shall be interpreted and applied in a manner consistent with such Regulations.

4.3 Allocations Respecting Asset Distributions

Any unrealized appreciation or unrealized depreciation in the values of Partnership property distributed in kind to all the Partners shall be deemed to be Profits or Losses realized by the Partnership immediately prior to the distribution of the property and such Profits or Losses shall be allocated to the Partners' Capital Accounts in the same proportions as Profits are allocated under Section 4.1. Any property so distributed shall be treated as a distribution to the Partners to the extent of the Fair Market Value of the property less the amount of any liability secured by and related to the property. Nothing contained in this Agreement is intended to treat or cause such distributions to be treated as sales for value. For the purposes of this Section 4.3, "*unrealized appreciation*" or "*unrealized depreciation*" shall mean the difference between the Fair Market Value of such property and the Partnership's basis for such property.

4.4 Allocations Between Assignor and Assignee

In the case of a Transfer of an Economic Interest during any fiscal year, the Assigning Partner and Assignee shall each be allocated the Economic Interest's share of Profits or Losses based on the number of days each held the Economic Interest during that fiscal year.

4.5 Distributions

All cash resulting from the normal business operations of the Partnership and from a Capital Event shall be distributed among the Partners in proportion to their Percentage Interests, as and when determined by the General Partner.

4.6 Non-Cash Proceeds

If the proceeds from a sale or other disposition of a Partnership asset consists of property other than cash, the value of such property shall be as determined by the General Partner. Such

non-cash proceeds shall then be allocated among all the Partners in proportion to their Percentage Interests. If such non-cash proceeds are subsequently reduced to cash, such cash shall be distributed to each Partner in accordance with Section 4.5.

4.7 Liquidating Proceeds

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

ARTICLE V

MANAGEMENT

5.1 General Partner

The business of the Partnership shall be managed by the General Partner. The General Partner shall oversee and govern the direction, management and control of the business and assets of the Partnership to the best of the General Partner's ability. The General Partner shall have all necessary powers to manage and carry out the purposes, business, property, and affairs of the Partnership, including, without limitation, the power to exercise on behalf and in the name of the Partnership all of the powers described in the Act. The General Partner may appoint one (1) or more officers and, subject to the terms and conditions of this Agreement, may delegate to those officers the authority to manage the day-to-day operations of the Partnership. The General Partner shall serve as General Partner until the earlier of its resignation or its removal for Cause by a Super Majority of Partners at a meeting called expressly for that purpose. A new General Partner shall be appointed by a Majority of Partners on the occurrence of any of the foregoing events.

Notwithstanding any other provisions of this Agreement, the General Partner shall have authority hereunder to cause the Partnership to engage in the following transactions without the approval of the Partners:

(a) The sale, exchange or other disposition of all, or substantially all, of the Partnership's assets occurring as part of a single transaction or plan, or in multiple transactions, in the ordinary course of business or in the orderly liquidation and winding up of the business of the Partnership upon its duly authorized dissolution;

(b) The purchase or sale of real property and/or other assets now belonging to or hereafter acquired by the Partnership;

(c) Any and all investments to be made by the Partnership;

(d) The lending or borrowing of money; provided that any such borrowing is on a non-recourse basis to the Limited Partners and secured by the land or other assets owned by

the Partnership and is deemed necessary or prudent by the General Partner in order to enhance investment returns or to finance pre-construction, construction, development or capital improvements in furtherance of the Partnership's purpose;

(e) The entry into any contract, arrangement or commitment in furtherance of the business and purpose of the Partnership;

(f) The formation of any subsidiary or affiliate for any reason related to the Partnership's business or purpose;

(g) The entry into and performance under any co-tenancy agreement between the Partnership and any co-owner of property; and

(h) The creation of any mortgage, lien, charge, encumbrance, or other security interest of any nature in respect of all or any portion of the Partnership's real property; and

(i) Any other act, transaction or agreement necessary or incidental to any of the foregoing.

5.2 President

The Partnership shall have a President as chosen by the General Partner.

5.2.1 Term

The President shall serve until the earlier of (1) the President's resignation, retirement, death, or disability, (2) the President's removal by the General Partner (which may be with or without Cause), or (3) for Cause by a vote of a Majority of Partners at a meeting called expressly for that purpose.

5.2.2 Authority and Duties

The President shall serve at the pleasure of the General Partner, and shall have all powers expressly delegated to it by the General Partner, including the day-to-day supervision of the business and affairs of the Partnership. The President shall preside at all meetings of Partners and of the General Partner.

5.2.3 Election of President

The General Partner hereby elects Kenneth W. Mattson as President of the Partnership.

5.2.4 Officers, Compensation

The General Partner may provide for additional officers of the Partnership, may alter the powers and duties of the President, and shall establish the powers and duties of all other officers and the compensation of all Partnership officers.

5.3 Authority to Contract

The authority to contract on behalf of the Partnership is vested in (a) the General Partner, and (b) the President, who may each act separately to the extent of the authority provided to them in Sections 5.1 and 5.2, above. The General Partner and President are each individually authorized to enter into maintenance, repair, construction, marketing, administration and professional service contracts (including contracts for accounting and legal services) on behalf of the Partnership relating to the management and operation of the Partnership and its assets. The General Partner and the President shall also each individually have the authority to pay all amounts owed by the Partnership under such contracts as well as amounts owed to other vendors and service providers in connection with Partnership operations. Amounts so paid shall be paid from Partnership accounts or if paid directly by the General Partner or President, reimbursed to the General Partner or the President by the Partnership immediately upon written request from the General Partner or the President that is accompanied with receipts and/or other evidence of payment. As of the effective date of this Agreement, Partners acknowledge and agree that General Partner and/or President shall enter into a management agreement with Home Tax Service of America, Inc., dba LeFever Mattson Property Management (the "*Property Manager*") in a form similar to the draft attached hereto as Exhibit B, and modified from time to time, pursuant to which the Property Manager shall be retained to manage the Property and the Partnership's business related to the Property, in addition to related tasks that may be requested by the President and other officers of the Partnership from time to time.

No Partner who is not also the General Partner and/or the President shall have the authority to bind the Partnership or execute any instrument on behalf of the Partnership. Each Partner shall indemnify, defend, and save harmless the General Partner, the President and each other Partner and the Partnership from and against any and all loss, cost, expense, liability or damage arising from or out of any claim based upon any action by any Partner in contravention of this Section.

5.4 Procedure for Action by Partners

The Partners are not required to hold meetings, and decisions may be reached through one or more informal consultations followed by agreement among a Majority of Partners, provided that all Partners are consulted (although all Partners need not be present during a particular consultation), or by a written consent signed by a Majority of Partners. In the event that Partners wish to hold a formal meeting (a "*Meeting*") for any reason, the following procedures shall apply:

5.4.1 Calling and Notice of Meetings

Any two Partners may call a Meeting of the Partners by giving Notice of the time and place of the Meeting to the General Partner and all other Partners at least 48 hours prior to the time of the holding of the Meeting. The Notice need not specify the purpose of the Meeting, or the location if the Meeting is to be held at the principal executive office of the Partnership.

5.4.2 Quorum

A Majority of Partners shall constitute a quorum for the transaction of business at any Meeting of the Partners.

5.4.3 Waiver of Notice

The transactions of the Partners at any Meeting, however called or noticed, or wherever held, shall be as valid as though transacted at a Meeting duly held after call and notice if a quorum is present and if, either before or after the Meeting, each Partner not present signs a written waiver of Notice, a consent to the holding of the Meeting, or an approval of the minutes of the Meeting.

5.4.4 Consent Required if No Meeting

Any action required or permitted to be taken by the Partners under this Agreement may be taken without a Meeting if the requisite consent or approval of the Partners (as set forth in this Agreement or required by law) is obtained in writing, individually or collectively, for such action.

5.4.5 Teleconference

Partners may participate in the Meeting through the use of a conference telephone or similar communications equipment, provided that all Partners participating in the Meeting can hear one another.

5.4.6 Records of Meetings

The Partners shall keep or cause to be kept with the books and records of the Partnership full and accurate minutes of all Meetings, Notices, and waivers of Notices of Meetings, and all written consents in lieu of Meetings.

5.5 Compensation

The General Partner and the President shall be entitled to reasonable compensation for their services to the Partnership. Such compensation may include, but is not limited to, the lease of Partnership owned office space to the General Partner and/or any of its affiliates at below market rate rent and according to other favorable terms.

5.6 Personal Liability

No General Partner or Partner or Officer shall be bound by, or be personally liable for, the expenses, liabilities, or obligations of the Partnership except as otherwise provided in the Act or in this Agreement.

5.7 No Active Participation

No Partner shall participate in the Partnership's business for more than 500 hours during the Partnership's taxable year without written consent from a Majority of Partners.

5.8 Title to Assets

All assets of the Partnership, whether real or personal, shall be held in the name of the Partnership.

5.9 Banking

All funds of the Partnership shall be deposited in one or more accounts with one or more recognized financial institutions in the name of the Partnership, at such locations as shall be determined by the General Partner. Withdrawal from such accounts shall require the signature of the General Partner, or the President and another officer of the Partnership authorized in writing by the General Partner to effect such withdrawal.

5.10 Indemnification; Insurance

The Partnership shall indemnify the General Partner and any employees and agents of the General Partner (collectively, the "Indemnified Parties") from any liability or damage; shall defend, save harmless, and pay all judgments against the Indemnified Parties incurred by reason of any act or omission or alleged act or omission in connection with the business of the Partnership (including attorneys' fees incurred in connection with the defense of any action based on any such act or omission, which attorneys' fees may be paid as incurred); and shall indemnify the Indemnified Parties for such liabilities under Federal and State Securities Laws (including the Securities Act of 1933) as the law permits. All judgments against the Partnership or the Indemnified Parties, wherein the Indemnified Parties are entitled to indemnification, must first be satisfied from Partnership assets before the Indemnified Parties are responsible for these obligations. Any Partner guarantying a loan on the Property in accordance with the provisions of Section 7.4 shall be deemed an Indemnified Party under this Section 5.10 and shall be entitled to indemnification by the Partnership from any liability or damage incurred in connection with or arising from such guaranty.

The Partnership shall have the authority to purchase and maintain directors and officers liability insurance, and to the extent commercially reasonable (as determined by the General Partner), purchase and maintain insurance on behalf of any Person who is or was an agent of the Partnership against any liability asserted against such Person and incurred by such Person in any such capacity, or arising out of such Person's status as an agent, whether or not the Partnership would have the power to indemnify such Person against such liability under the provisions of this Section 5.10 or under applicable law.

ARTICLE VI

ACCOUNTS AND RECORDS

6.1 Accounts

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

6.2 Accounting

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

6.3 Records

At all times during the term of existence of the Partnership, and beyond that term if a Majority of the Partners deem it necessary, the Partners shall keep or cause to be kept the books of account referred to in Section 6.2, and the following:

6.3.1 Partner List

A current list of the full name and last known business or residence address of each Partner, together with the Capital Contribution and the share in Profits and Losses of each Partner;

6.3.2 Copy of Certificate

A copy of the Certificate, as amended;

6.3.3 Tax Returns

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

6.3.4 Limited Partnership Agreement

Executed counterparts of this Agreement, as amended;

6.3.5 Powers of Attorney

Any powers of attorney under which the Certificate or any amendments thereto were executed;

6.3.6 Financial Statements

Financial statements of the Partnership for the six most recent fiscal years; and

6.3.7 Books and Records of Internal Affairs

The Books and Records of the Partnership as they relate to the Partnership's internal affairs for the current and past four fiscal years.

If a Majority of Partners deem that any of the foregoing items shall be kept beyond the term of existence of the Partnership, the repository of said items shall be as designated by a Majority of Partners.

6.4 Income Tax Returns

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

ARTICLE VII

PARTNERS AND VOTING

7.1 Partners and Voting Rights

There shall be only one class of partnership interest and except as otherwise expressly set forth herein, no Partner shall have any rights or preferences in addition to or different from those possessed by any other Partner. Each Partner shall Vote in proportion to the Partner'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 Partners shall be by a Majority of Partners, except as otherwise expressly provided herein.

7.2 Record Dates

The record date for determining the Partners 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 Partners, provided that such record date shall not be more than 60, nor less than 10 days prior to the date of the Meeting, nor more than 60 days prior to any other action.

In the absence of any action setting a record date the record date shall be determined in accordance with California Corporations Code Section 15637(l).

7.3 Proxies

At all Meetings of Partners, a Partner may Vote in person or by Proxy. Such proxy shall be filed with any Partner before or at the time of the Meeting, and may be filed by facsimile transmission to a Partner at the principal executive office of the Partnership or such other address as may be given by a Majority of Partners to the Partners for such purposes.

7.4 Partner Participation in Connection with Refinance of Property

Current or future financing on property now held or subsequently acquired by the Partnership may require a payoff and refinance. If such a refinance requires guarantors in addition to the General Partner, all Partners acknowledge and agree to provide such financial

information as may be reasonably requested by any proposed lender, and to execute such documents, including but not limited to guarantees, to affect such refinance.

ARTICLE VIII

TRANSFERS OF PARTNERSHIP INTERESTS

8.1 Withdrawal of Partner

A Partner may withdraw from the Partnership at any time by giving Notice of Withdrawal to all other Partners at least 180 calendar days before the effective date of withdrawal; provided that upon the occurrence of a sale of all or substantially all of the Partnership's assets, a Partner may withdraw by giving Notice of Withdrawal to all other Partners prior to such sale. Withdrawal shall not release a Partner from any obligations and liabilities under this Agreement accrued or incurred before the effective date of withdrawal. A withdrawing Partner shall divest the Partner's entire Partnership Interest before the effective date of withdrawal in accordance with the transfer restrictions and option rights set forth in this Section 8. In the event of any withdrawal made in connection with the sale of all or substantially all of the Partnership's assets, the Partnership shall redeem that portion of the Partner's Partnership Interest specified in the Notice of Withdrawal. The redemption price for the Partner's Partnership Interest specified in the Notice of Withdrawal shall equal the net asset value of the Partnership Interest being redeemed. For purposes hereof, net asset value shall equal the Partnership's total assets minus its total liabilities multiplied by the Partnership Interest being redeemed. Net asset value shall be determined by the General Partner, in its reasonable discretion. If more than one Partner elects to withdraw all or any portion of their Partnership Interests in connection with the sale of all or substantially all of the Partnership's assets, and the sale proceeds therefrom are insufficient to redeem all of the Partnership Interests presented for redemption, Partnership Interests shall be redeemed on a pro rata basis.

8.2 Restrictions on Transfer

Except as expressly provided in this Agreement, a Partner shall not Transfer any part of the Partner's Partnership Interest in the Partnership, whether now owned or hereafter acquired, unless (1) the General Partner approves the transferee's admission (the "*Transferee*") to the Partnership as a Partner prior to such Transfer and (2) the Partnership Interest to be transferred, when added to the total of all other Partnership Interests transferred in the preceding 12 months, will not cause the termination of the Partnership under the Code. It shall be a further condition to any Transfer that the General Partner, Transferee and transferring Partner execute an agreement, including a consent to transfer, which agreement shall provide, among other things, that: (a) the transferring Partner shall indemnify General Partner and the Partnership for any and all claims, causes of action, damages, costs, injuries and liabilities existing with respect to such Partnership Interest prior to the Transfer or resulting from the Transfer of such Partner's Partnership Interest in the Partnership; (b) both Transferee and transferring Partner provide such representations and warranties in favor of General Partner and the Partnership as General Partner deems reasonable, including but not limited to representations as to due authorization,

compliance with all laws, no litigation, no bankruptcy, etc.; (c) both Transferee and transferring Partner acknowledge that they are not relying on the Partnership, General Partner or other Partners for real estate advice or tax advice or to assure compliance with securities laws; (d) Transferee executes a counterpart to and agrees to be bound by all of the provisions of this Agreement; (e) Transferee acknowledges that the Partnership Interests (A) are being acquired for investment purposes only and not for resale, transfer or distribution, and (B) may not be further offered for sale, sold, or transferred other than pursuant to an effective registration under applicable state and federal securities laws, and/or in transactions otherwise in compliance with, or pursuant to an available exemption from registration under such laws, and upon evidence satisfactory to the Partnership of compliance with such laws, as to which Partnership may rely upon an opinion of counsel satisfactory to the Partnership.

No Partner may Encumber or permit or suffer any Encumbrance of all or any part of the Partner's Partnership Interest in the Partnership unless such Encumbrance has been approved in writing by all the other Partners. Any Transfer or Encumbrance of a Partnership Interest without such approval shall be void.

Notwithstanding any other provision of this Agreement to the contrary, (a) a Partner who is a natural person may transfer all or any portion of his or her Partnership Interest to any revocable trust created for the benefit of the Partner, or any combination between or among the Partner, the Partner's spouse, and the Partner's issue, provided that the Partner retains a beneficial interest in the trust and all of the Voting Interest included in such Partnership Interest, and (b) the General Partner may purchase a Partnership Interest for its own account or for the account of any other Partner(s), and may sell any portion of its interest, at a price and terms agreed to by the General Partner and the selling Partner, and such purchase and sale shall be exempt. Sales and transfers pursuant to the preceding sentence shall not be deemed Transfers hereunder, shall be exempt from all restrictions on transfer set forth in this Section 8.2 and the right of first refusal set forth in Section 8.3, and shall not constitute a Trigger Event under Section 8.4. Notwithstanding the foregoing, a transfer of a Partner's entire beneficial interest in a trust or failure to retain a Voting Interest shall be deemed a Transfer of a Partnership Interest.

Any Transferee of a Partner's Partnership Interest shall only become a Partner upon executing a counterpart signature page to this Agreement and agreeing to be bound by all of its terms.

8.3 Right of First Refusal

If a Partner wishes to transfer any or all of the Partner's Partnership Interest in the Partnership pursuant to a Bona Fide Offer (as defined below), the Partner shall give Notice to the General Partner at least 30 days in advance of the proposed sale or Transfer, indicating the terms of the Bona Fide Offer and the identity of the offeror. The General Partner shall have the option to purchase the Partnership Interest proposed to be transferred, for its own account or for the account of any other Partner(s), at the price and on the terms provided in this Agreement, at any time on or before the date that is thirty (30) days after General Partner's receipt of the Notice for the lesser of (a) the price stated in the Notice (or the price plus the dollar value of noncash consideration, as the case may be) and (b) the price determined under the appraisal procedures set forth in Section 8.8. If the price for the Partnership Interest is other than cash, the fair value

in dollars of the price shall be as established in good faith by the Partnership. For purposes of this Agreement, "*Bona Fide Offer*" means an offer in writing setting forth all relevant terms and conditions of purchase from an offeror who is ready, willing, and able to consummate the purchase.

If the General Partner does not exercise its rights to purchase all of the Partnership Interest, the offering Partner may, within 45 days from the date the Notice is given and on the terms and conditions stated in the Notice, sell or exchange that Partnership Interest to the offeror named in the Notice. Unless the requirements of Section 8.2 are met, the offeror under this section shall become an Assignee, and shall be entitled to receive only the share of Profits or other compensation by way of income and the return of Capital Contribution to which the assigning Partner would have been entitled.

8.4 Triggering Events

On the happening of any of the following events ("*Triggering Events*") with respect to a Partner, the General Partner, for its own account or for the account of any other Partner(s), shall have the option to purchase all or any portion of the Partnership Interest in the Partnership of such Partner (a "*Selling Partner*") at the price and on the terms provided in Section 8.8 of this Agreement:

8.4.1 the death or incapacity of a Partner;

8.4.2 the bankruptcy of a Partner;

8.4.3 the winding up and dissolution of a corporate Partner, or merger or other corporate reorganization of a corporate Partner as a result of which the corporate Partner does not survive as an entity;

8.4.4 the withdrawal of a Partner; or

8.4.5 except for the events stated in Section 8.5, the occurrence of any other event that is, or that would cause, a Transfer in contravention of this Agreement.

Each Partner agrees to promptly give Notice of a Triggering Event to all other Partners.

8.5 Marital Dissolution or Death of Spouse

Notwithstanding any other provisions of this Agreement:

8.5.1 If, in connection with the divorce or dissolution of the marriage of a Partner, any court issues a decree or order that transfers, confirms, or awards a Partnership Interest, or any portion thereof, to that Partner's spouse (an "*Award*"), then, notwithstanding that such transfer would constitute an unpermitted Transfer under this Agreement, that Partner shall have the right to purchase from his or her former spouse the Partnership Interest, or portion thereof, that was so transferred, and such former spouse shall sell the Partnership Interest or portion thereof to that Partner at the price set forth in Section 8.8 of this Agreement. If the Partner has failed to consummate the purchase within 180 days after the Award (the "*Award*

Transfer Date"), the General Partner shall have the first option to purchase, followed by the Partnership and the other Partners, from the former spouse the Partnership Interest or portion thereof pursuant to Section 8.6 of this Agreement; provided that the option period shall commence on the later of (1) the day following the Award Transfer Date, or (2) the date of actual notice of the Award.

8.5.2 If, by reason of the death of a spouse of a Partner, any portion of a Partnership Interest is transferred to a Transferee other than (1) that Partner or (2) a trust created for the benefit of that Partner (or for the benefit of that Partner and any combination between or among the Partner and the Partner's issue) in which the Partner is the sole Trustee and the Partner, as Trustee or individually possesses all of the Voting Interest included in that Partnership Interest, then the Partner shall have the right to purchase the Partnership Interest or portion thereof from the estate or other successor of his or her deceased spouse or Transferee of such deceased spouse, and the estate, successor, or Transferee shall sell the Partnership Interest or portion thereof at the price set forth in Section 8.8 of this Agreement. If the Partner has failed to consummate the purchase within 180 days after the date of death (the "*Estate Transfer Date*"), the General Partner shall have the first option to purchase, followed by the Partnership and the other Partners, from the estate or other successor of the deceased spouse the Partnership Interest or portion thereof pursuant to Section 8.6 of this Agreement; provided that the option period shall commence on the later of (1) the day following the Estate Transfer Date, or (2) the date of actual notice of the death.

8.6 Option Periods

On the receipt of Notice by a Partners as contemplated by Section 8.1, and on receipt of actual notice of any Triggering Event (the date of such receipt is hereinafter referred to as the "*Option Date*"), the General Partner shall promptly give notice of the occurrence of such a Triggering Event to each Partner, and the General Partner and the Partnership shall have the option, for a period ending 30 calendar days following the determination of the purchase price as provided in Section 8.8, to purchase the Partnership Interest in the Partnership to which the option relates, at the price and on the terms provided in Section 8.8, and the other Partners, pro rata in accordance with their prior Partnership Interests in the Partnership, shall then have the option, for a period of 30 days thereafter, to purchase the Partnership Interest in the Partnership not purchased by the Partnership, on the same terms and conditions as apply to the Partnership. If all other Partners do not elect to purchase the entire remaining Partnership Interest in the Partnership, then the Partners electing to purchase shall have the right, pro rata in accordance with their prior Partnership Interest in the Partnership, to purchase the additional Partnership Interest in the Partnership available for purchase. The Transferee of the Partnership Interest in the Partnership that is not purchased shall hold such Partnership Interest in the Partnership subject to all of the provisions of this Agreement.

8.7 Nonparticipation of Interested Partner

No Partner shall participate in any Vote or decision in any matter pertaining to the disposition of that Partner's Partnership Interest in the Partnership under this Agreement.

8.8 Option Purchase Price

The purchase price of the Partnership Interest that is the subject of an option under this Agreement shall be the Fair Market Value of such Partnership Interest as determined under this Section 8.8. 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 Option Date, 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 Partnership 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 greatest from each of the other two appraisers' valuations, and the arithmetic mean of the remaining two appraisers' valuations shall be the Fair Market Value. Each purchasing 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.

8.9 Substituted Partner

Except as expressly permitted under Section 8.2, a prospective Transferee (other than an existing Partner) of a Partnership Interest may be admitted as a Partner with respect to such Partnership Interest (a "*Substituted Partner*") only (1) on the approval of the General Partner of the prospective Transferee's admission as a Partner, and (2) on such prospective Transferee's executing a counterpart of this Agreement as a party hereto. Any prospective Transferee of a Partnership Interest shall be deemed an Assignee, and, therefore, the owner of only an Economic Interest until such prospective Transferee has been admitted as a Substituted Partner.

8.10 Duties of a Substituted Partner

Any Person admitted to the Partnership as a Substituted Partner shall be subject to all provisions of this Agreement.

8.11 Securities Laws

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

ARTICLE IX

DISSOLUTION AND WINDING UP

9.1 Events of Dissolution

The Partnership shall be dissolved on the first to occur of the following events:

9.1.1 The written agreement of the General Partner and a Majority of Partners to dissolve the Partnership.

9.1.2 The sale or other disposition of substantially all of the Partnership assets.

9.1.3 Entry of a decree of judicial dissolution pursuant to Section 15908 of the Act.

9.2 Winding Up

On the dissolution of the Partnership, the Partnership shall engage in no further business other than that necessary to wind up the business and affairs of the Partnership. The Partners who have not wrongfully dissolved the Partnership shall wind up the affairs of the Partnership. The General Partner shall give written Notice of the commencement of winding up by mail to all known creditors and claimants against the Partnership whose addresses appear in the records of the Partnership. After paying or adequately providing for the payment of all known debts of the Partnership (except debts owing to Partners) the remaining assets of the Partnership shall be distributed or applied in the following order of priority:

9.2.1 To pay the expenses of liquidation.

9.2.2 To repay outstanding loans to Partners. If there are insufficient funds to pay such loans in full, each Partner shall be repaid in the ratio that the Partner's respective loan, together with interest accrued and unpaid thereon, bears to the total of all such loans from Partners, including all interest accrued and unpaid on those loans. Such repayment shall first be credited to unpaid principal and the remainder shall be credited to accrued and unpaid interest.

9.2.3 Among the Partners in accordance with the provisions of Article Four, Section 4.7.

9.3 Deficits

Each Partner shall look solely to the assets of the Partnership for the return of the Partner's investment, and if the Partnership property remaining after the payment or discharge of the debts and liabilities of the Partnership is insufficient to return the investment of any Partner, such Partner shall have no recourse against any other Partners for indemnification, contribution, or reimbursement.

ARTICLE X

ARBITRATION

Any action to enforce or interpret this Agreement or to resolve disputes between the Partners or by or against any Partner shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive dispute resolution process in the State of California. Any party may commence arbitration by sending a written demand for arbitration to the other parties. Such demand shall set forth the nature of the matter to be resolved by arbitration. Arbitration shall be conducted at San Francisco, California. 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 upon any such decision in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE XI

GENERAL PROVISIONS

11.1 General Provisions

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 Partners or any of them.

11.2 Counterpart Executions

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.

11.3 Governing Law; Severability

This Agreement shall be construed and enforced in accordance with the internal laws of the State of California. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator 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 such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in effect.

11.4 Benefit

This Agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

11.5 Number and Gender

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 Further Assurances

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, including but not limited to taking any and all actions reasonably required to comply with any mortgage or encumbrance with respect to the Property.

11.7 Partner's Other Business

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

11.8 Agent

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

11.9 Authority to Contract

Each Partner represents and warrants to the other Partners that the Partner has the capacity and authority to enter into this Agreement.

11.10 Titles and Headings

The article, section, and paragraph 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 Amendment

Except as otherwise provided herein, all amendments to this Agreement will be in writing and approved and executed by the General Partner and a Majority of the Partners; provided that any amendment that would materially and adversely affect the rights of any Partner(s) disproportionately as compared to any other Partner shall require the prior consent of such Partner(s). Notwithstanding the foregoing, this Agreement may be amended by the signature of the General Partner as necessary to reflect the sale of limited partnership interests and the admission of additional Partners.

11.12 Time is of the Essence

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

11.13 No Third Party Beneficiary Intended

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 shall have or acquire any right by virtue of this Agreement.

11.14 Sale of the Property.

Upon the sale of any real property or any interest therein owned by the Partnership, or the purchase of any additional real property or interest therein by the Partnership, LeFever Mattson shall have exclusive authorization and right to make such sale or purchase of real property interests on behalf of the Partnership and shall be compensated at least three percent (3%) of the sale or purchase price for its services, or such greater amount as may be agreed.

11.15 Financing of the Property.

Upon the refinancing of any real property or any interest therein owned by the Partnership, as well as upon obtaining financing for any purchase of additional real property or any interest therein on behalf of the Partnership, LeFever Mattson shall be compensated in an amount equal to not less than one-half percent (0.5%) of the loan amount for its services in effectuating such financing.

11.16 Limited Partnership

The Partners intend the Partnership to be a limited partnership under the Act. No member shall take any action inconsistent with the express intent of the parties to this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Agreement on the day and year first above written.

COUNTRY OAKS I, LP

By: LeFever Mattson, a California Corporation
Its: General Partner

By: _____
Tim LeFever, Vice-President

LIMITED PARTNERS:

Avila Family Trust dated May 13, 2016

By: _____ _____
Javier A. Avila, Trustee Nikole D. Avila, Trustee

Crane

By: _____
Charles E. Crane

Crane Living Trust

By: _____
Stephen M. Crane, Trustee

Edgar: C & C Edgar Revocable Trust June 18, 2008

By: _____ _____
Charles H. Edgar, Trustee Cathleen W. Edgar, Trustee

Fisher Family Trust dated May 25, 2006

By: _____
Eb Wiedenmeyer, Trustee

Gitsham Family Trust dated September 9, 1992

By: _____ _____
Calvin Henry Ward Gitsham, Trustee Grace Wei Mei Gitsham, Trustee

Rogers/Osterback

By: _____ _____
Desiree Starr Osterback (Rogers) Tanya Lorraine Rogers

Taffe: 2016 Jillian Sonya Taffe Trust

By: _____
Jillian S. Taffe, Trustee

Taffe

By: _____
Norman Taffe

Taneja

By: _____
Aneeta Taneja

Van't Hul: the Van't Hul Revocable Living Trust dated May 15, 2000

By: _____ _____
Brad Van't Hul, Trustee Pei-Lin Van't Hul, Trustee

Westgate

By: _____
Joann Westgate

Wilcox

By: _____ _____
Donald E. Wilcox Muriel Wilcox

Wilde: Jacqueline M. Wilde Revocable Trust

By: _____
Jacqueline M. Wilde, Trustee

Yi: The Yi Family 2008 Trust, UTD April 15, 2008

By: _____ _____
Kyung Woo Yi, Trustee Young Soon Yi, Trustee

Goff

By: _____ _____
Terry Goff Joyce Goff

Hamlin: Kathleen L. Hamlin Living Trust

By: _____
Kathleen L. Hamlin, Trustee

LeFever Mattson, Inc. a California Corporation

By: _____
Kenneth W. Mattson, President

Long

By: _____ _____
Stephen M. Long Holli L. Long

"Loukianoff: Peter N. Loukianoff Family Trust dated 4/21/2008"

By: _____ _____
Peter N. Loukianoff, Trustee Sophia Loukianoff, Trustee

Mattson: KS Mattson Partners

By: _____
Kenneth W. Mattson, Manager
KS Mattson Company, LLC General Partner

Mattson: WL/PD MATTSON TRUST dated August 29, 2002

By: _____ _____
William L. Mattson, Trustee (Settlor) Peggy D. Mattson, Trustee (Settlor)

Pitman: the Ward and Anne Pitman Trust dated 1/11/06.

By: _____ _____
Ward M. Pitman, Trustee Anne C. Pitman, Trustee

Rice

By: _____ _____
Willis Rice Linda Rice

Young Family Trust dated Dec. 15, 2006 as amended

By: _____
Gayle Young, Trustee

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Agreement on the day and year first above written.

COUNTRY OAKS I, LP

By: LeFever Mattson, a California Corporation
Its: General Partner
By: DocuSigned by: Jim LeFever
Tim LeFever, Vice-President

LIMITED PARTNERS:

Avila Family Trust dated May 13, 2016

By: _____ _____
Javier A. Avila, Trustee Nikole D. Avila, Trustee

Crane

By: _____
Charles E. Crane

Crane Living Trust

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Stephen M. Crane, Trustee

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Eb Wiedenmeyer, Trustee

Gitsham Family Trust dated September 9, 1992

By: _____ _____
Calvin Henry Ward Gitsham, Trustee Grace Wei Mei Gitsham, Trustee

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Its: General Partner

By: _____
Tim LeFever, Vice-President

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By: _____
Javier A. Avila, Trustee

_____
Nikole D. Avila, Trustee

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By: _____
Charles E. Crane

Crane Living Trust

By: _____
Stephen M. Crane, Trustee

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By: _____
Eb Wiedenmeyer, Trustee

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By: _____
Calvin Henry Ward Gitsham, Trustee

_____
Grace Wei Mei Gitsham, Trustee

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COUNTRY OAKS I, LP

By: LeFever Mattson, a California Corporation
Its: General Partner

By: _____
Tim LeFever, Vice-President

LIMITED PARTNERS:

Avila Family Trust dated May 13, 2016

By: _____ _____
Javier A. Avila, Trustee Nikole D. Avila, Trustee

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By: Charles E Crane
Charles E. Crane

Crane Living Trust

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Its: General Partner

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Tim LeFever, Vice-President

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Crane Living Trust

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Stephen M. Crane, Trustee

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Its: General Partner

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Tim LeFever, Vice-President

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By: _____
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Its: General Partner

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Tim LeFever, Vice-President

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By: _____
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Calvin Henry Ward Gitsham, Trustee Grace Wei Mei Gitsham, Trustee

Goff

By: Terry Goff
Terry Goff

Joyce Goff
Joyce Goff

Hamlin: Kathleen L. Hamlin Living Trust

By: _____
Kathleen L. Hamlin, Trustee

LeFever Mattson, Inc. a California Corporation

By: _____
Kenneth W. Mattson, President

Long

By: _____
Stephen M. Long

_____
Holli L. Long

"Loukianoff: Peter N. Loukianoff Family Trust dated 4/21/2008"

By: _____
Peter N. Loukianoff, Trustee

_____
Sophia Loukianoff, Trustee

Mattson: KS Mattson Partners

By: _____
Kenneth W. Mattson, Manager
KS Mattson Company, LLC General Partner

Mattson: WL/PD MATTSON TRUST dated August 29, 2002

By: _____
William L. Mattson, Trustee (Settlor)

_____
Peggy D. Mattson, Trustee (Settlor)

Pitman: the Ward and Anne Pitman Trust dated 1/11/06.

By: _____
Ward M. Pitman, Trustee

_____
Anne C. Pitman, Trustee

Rice

By: _____
Willis Rice

_____
Linda Rice

Goff

By: _____ _____
Terry Goff Joyce Goff

Hamlin: Kathleen L. Hamlin Living Trust

By: DocuSigned by: _____
Kathleen L. Hamlin, Trustee

LeFever Mattson, Inc. a California Corporation

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Kenneth W. Mattson, President

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Kathleen L. Hamlin, Trustee

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By: DocuSigned by: Ken Mattson
Kenneth W. Mattson, President

Long

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KS Mattson Company, LLC General Partner

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Pitman: the Ward and Anne Pitman Trust dated 1/11/06.

By: _____ _____
Ward M. Pitman, Trustee Anne C. Pitman, Trustee

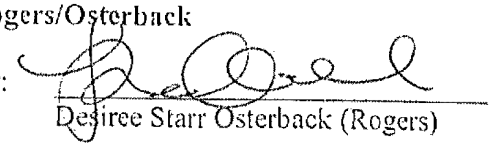
Rice

By: _____ _____
Willis Rice Linda Rice

Case: 24-10715 Doc# 192-9 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 53 of 74

LM_00000720

Rogers/Osterback

By:  Tanya L. Rogers

Desiree Starr Osterback (Rogers) Tanya Lorraine Rogers

Taffe: 2016 Jillian Sonya Taffe Trust

By: _____

Jillian S. Taffe, Trustee

Taffe

By: _____

Norman Taffe

Taneja

By: _____

Aneeta Taneja

Van't Hul: the Van't Hul Revocable Living Trust dated May 15, 2000

By: _____ _____

Brad Van't Hul, Trustee Pei-Lin Van't Hul, Trustee

Westgate

By: _____

Joann Westgate

Wilcox

By: _____ _____

Donald E. Wilcox Muriel Wilcox

Wilde: Jacqueline M. Wilde Revocable Trust

By: _____

Jacqueline M. Wilde, Trustee

Yi: The Yi Family 2008 Trust, UTD April 15, 2008

By: _____ _____

Kyung Woo Yi, Trustee Young Soon Yi, Trustee

Rogers/Osterback

By: _____ _____
Desiree Starr Osterback (Rogers) Tanya Lorraine Rogers

Taffe: 2016 Jillian Sonya Taffe Trust

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Jillian S. Taffe, Trustee

Taffe

By: _____
Norman Taffe

Taneja

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Aneeta Taneja

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Wilcox

By: _____ _____
Donald E. Wilcox Muriel Wilcox

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By: _____
Jacqueline M. Wilde, Trustee

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Rogers/Osterback

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Joann Westgate

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Donald E. Wilcox Muriel Wilcox

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Van't Hul: the Van't Hul Revocable Living Trust dated May 15, 2000

By: _____ _____
Brad Van't Hul, Trustee Pei-Lin Van't Hul, Trustee

Westgate

By: _____
Joann Westgate

Wilcox

By: _____ _____
Donald E. Wilcox Muriel Wilcox

Wilde: Jacqueline M. Wilde Revocable Trust

By: _____
Jacqueline M. Wilde, Trustee

Yi: The Yi Family 2008 Trust, UTD April 15, 2008

By: DocuSigned by: Kyung Woo Yi, Trustee
Kyung Woo Yi, Trustee

DocuSigned by:
Young Soon Yi, Trustee

Young Family Trust dated Dec. 15, 2006 as amended

By: Gayle Young, Trustee
Gayle Young, Trustee

EXHIBIT A

Country Oaks I, LP Interests

SCHEDULE A
Country Oaks Apts.
333 East Enos Dr.
Santa Maria, CA 93454
updated 9/30/2015

Owner's Name	Investment Percent
Albers, Kenneth W & Marci A	3.984%
Conrad Living Trust	
Janice M Conrad, Trustee	1.684%
Davis, Craig H & Kathryn M	1.673%
Dellacort Family Trust, The Marlane	
Marlane Dellacort, Trustee	2.724%
Dong, Jacob T Ming & Shirley M	3.076%
LeFever Mattson, Inc.	10.505%
Lull, Richard W & Maureen J	1.010%
Lyon, Richard G	2.694%
Morse, Marie A	3.289%
Ogg, Kathy	4.040%
Prisco, Anne M & Sergi, Stephen R	1.684%
Riley 1994 Revocable Trust	
Patricia M Riley, Trustee	2.418%
Gudnason Family Trust dtd December 16, 1993	
Krist Gudnason, Trustee	2.689%
Strickland, Januth Kei Hayashi & Peter S	1.347%
The Walter Lull Living Trust	
Richard W Lull, Trustee	2.851%
Treakle Revocable Trust, Richard V. Treakle and Carolyn C.	
Richard V Treakle, Trustee	10.119%
Walker Family Trust dtd December 15, 2006	
Scott & Elizabeth Walker, TTEE	1.010%
Country Oaks, LP	
Avila, Javier A & Nikole D	1.145%
Crane, Charles E	1.347%
Crane, Stephen M	1.347%
Edgar, Charles H & Cathleen W	1.684%
Fisher Family Trust dtd May 25, 2006	
Eb Wiedenmayer, Trustee	3.367%
Gitsham Family Trust	
Calvin & Grace Gitsham, TTEE	2.020%
Goff, Terry & Joyce	3.367%
Hamlin Living Trust dtd July 2, 2008, Kathleen	
Kathleen Hamlin, Trustee	3.367%
LeFever Mattson, Inc.	0.000%
Long, Stephen M & Holli L	1.347%
Louklanoff Family Trust dtd April 12, 2008, Peter N	
Peter N Louklanoff, Trustee	0.673%
Mattson Partners, LP, KS	1.347%
Mattson Trust, WL/PD	
William L & Peggy D Mattson, TTEE	1.010%
Pitman Trust dated 1/11/06, The Ward A and Anne C	
Ward & Anne Pitman, TTEE	2.020%
Rice, Willis & Linda	5.054%
Rogers, Desiree Star & Tanya Lorraine Rogers	1.347%
Taffe, Jillian S.	0.505%
Taffe, Norman	0.505%
Taneja, Aneeta	2.020%
Van't Hul Revocable Living Trust dtd May 15, 2000, The	
Brad & Pei-Lin Van't Hull, TTEE	1.515%
Westgate, Joann	3.367%
Wilcox, Donald E	1.347%
Wilde Revocable Trust, Jacqueline M Wilde	
Jaqueline M Wilde, Trustee	0.808%
Young Family Trust dtd December 15, 2006, The	
Gayle Young, Trustee	1.347%
Yi, Kyung	1.347%
	100.000%

EXHIBIT B

Form of Management Agreement

Case: 24-10715 Doc# 192-9 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 66 of 74

LM_00000733

LEFEVER MATTSON
PROPERTY MANAGEMENT

6359 Auburn Boulevard, Suite B
Citrus Heights, CA 95621

Telephone 916.723.5111
FAX 916.676.0011

MANAGEMENT AGREEMENT

In consideration of the covenants herein contained, the parties named in this contract as Owner, and the party named in this contract as Agent, "LEFEVER MATTSON PROPERTY MANAGEMENT", agree as follows:

1. The Owner hereby engages the Agent to have the exclusive management of the Property know as:

Owner:	Country Oaks I, LP
	River Tree Partners, LP
Owned Entities:	CORT 520 Capitol, LP
	CORT Golden Hills, LP
Property Address/s:	520 Capitol Mall, Sacramento, CA 95814
	The Shops at Golden Hills, 951 to 1041 Alamo Drive, Vacaville
Property Description:	8 Story Office Building consisting of 80,481 rentable square feet
Additional Properties:	Strip Shopping Center consisting of 58,186 rentable square feet

Upon the terms hereinafter set forth, for the period commencing September 1, 2016 and expiring August 31, 2017, and automatically renewed for like periods, subject to either party having the right to cancel this Agreement by giving the other party (30) thirty day written notice of their intention to do so at any time after the initial period described above. Termination of this agreement for any reason, except for gross negligence as later described, shall result in a termination fee of (4) four times the normal monthly management fee payable prior to relinquishing of management documents.

The Agent hereby accepts the management of said property/entity (together with the furniture, furnishing or personal property therein or used in connection therewith) as provided herein.

2. The Agent, in accepting the management of said property/partnership, will perform the duties as herein provided, using its best judgment, effort and ability relative to the following for and on behalf of the Owner:

   A. **Management Contract**: Duties as outlined on Property Management Contract dated September 1, 2016, such agreement herein incorporated as Exhibit 1.
   B. **Partnership Administration Contract**: Duties as outlined in Partnership Administration Contract dated September 1, 2016, such agreement herein incorporated as Exhibit 2.

3. Notwithstanding anything herein contained to the contrary, the Agent shall not have the authority to do any of the following things without the consent of the Managing General Partner of the Owner:

   A. Incur any expense for a single repair, alteration, decoration cost, purchase or replacement of equipment or chattels in excess of the amount held in the subject property bank account without the consent of Managing General Partner of Owner, unless it is an emergency.

4. The following fee schedule shall apply to the services rendered:

   A. Our mutually agreed upon fee for management is **4%** of the gross rent collected.
   B. As compensation for additional costs of collection of late rents and returned checks LEFEVER MATTSON will retain all Late Fees and NSF fees paid by tenants as related to their tenancy.
   C. Management / Maintenance Database Accounting system annual license fee. $40.00 per dwelling unit. (Subject to annual cpi increases as charged by software vendor)
   D. Such other fee or fees may be agreed to, from time to time, to compensate Agent for making contracts and supervising repairs, alterations, replacements, improvements, remodeling, additions, decorating or otherwise, pertaining to the premises, which are not part of normal operations. These fees include but are not limited to; Rental Application Fees, (applicants are charged a $35.00 application fee which cover the cost of credit reporting and tenant screening. Credit reporting is generally less than $10.00 per applicant.); Renovations, Construction Projects, Insurance Claims Administration and other Projects are outside the normal scope of the monthly management contract. These services generally require a fee of up to 10% of the cost of the work performed for project administration. Fees charged for maintenance and maintenance stock include a profit to LeFever Mattson averaging 15% to 20% and may include volume rebates paid directly to LeFever Mattson by third party vendors..
   E. LEFEVER MATTSON provides maintenance to you, the client, at three different rates. The basic rate of $35.90 per work hour includes general maintenance; the lower rate of $29.90 per work hour includes unskilled labor, and the last rate of $45.90 per work hour includes special skills such as electrical, plumbing, etc. These rates are subject to change with notice.
   F. It is understood by all parties that LEFEVER MATTSON operates its management and maintenance departments in order to earn a profit.
   G. Agent may increase the management fee at renewal time with 30-day notice to Owner.

5. In the event the Agent or its affiliates advances money for the Owner's and/or the property's account, or the Owner is indebted to the Agent for services or otherwise arising out of this contract, all moneys advanced by Agent shall be due and payable by Owner upon demand, and bear interest at the rate of one and one-half (1½%) percent per month, computed on monthly debit balances on Owner's account and the recording of this contract or a notice with a notation of the amount owing Agent shall become a valid lien upon the premises.

6. LeFever Mattson Property Management will provide property due diligence services during the escrow periods in order to assist the owners in assessing the physical and financial factors of the property. These services can included but are not limited to; physical property inspections, physical needs assessment, deferred maintenance assessment, financial pro-formas, cash flow projections, capital budgeting, monitoring property operations...

   LeFever Mattson Property Management will charge a fee $0.18 per square foot or $7,500.00, whichever is greater, for due diligence services as outlined above. These fees will be paid from the property operating account subsequent to close of escrow. These services can be related to but not limited to a property acquisition, sale or refinance.

7. The Agent shall establish a reserve in the Owner's account to make necessary funds available for necessary payments and withdrawals to maintain the property as herein outlined. Said reserve shall be maintained at not less than $100,000.00 per property under management.

8. In the purchase of properties, the owners often create reserve accounts to provide funds for property improvements as well as any operating expense not covered by income in the initial phase of ownership. It is assumed that these funds will not be depleted in the short term and might best be used with other funds controlled by the partnership to generate additional income for the owners through investment.

   To maximize the return on investment to the owners, the property manager is authorized to invest reserve funds for the benefit of the owners. Investments should allow for reasonable access to principal so that operation of the properties is not jeopardized.

   Appropriate investments include, but are not limited to interest bearing accounts, certificates of deposit, and short term loans to other properties managed by the management company. From time to time, properties managed by property manager need additional funds for property improvements or operating expenses. In the past, short term commercial or private loans have been obtained to meet these needs. Loans from one property to another meet the need for funds by the borrowing property and provide an income source through interest to the loaning property. The property manager is authorized to make such loans to other properties and to borrow from other properties for the benefit of these properties.

9. The Agent agrees at all times to keep and maintain, in accordance with customary business practices, suitable records and receipts pertaining to the supervision, management, care and operation of the said premises including all correspondence and data pertaining to, or in any matter related to the said premises, and to permit said Owner to inspect said records and other matters and to make copies or extracts therefrom, during the term of this Agreement.

10. Unless the Owner, in writing, expressly directs and the Agent, in writing, agrees so to do, the Agent shall not be required to file any reports other than the rendering of said monthly statements

11. The Agent shall render to the Owner or owner designee monthly, a statement of receipts and disbursements incurred in connection with the management and operation of the said premises, and shall check and approve all invoices and other items of expense including operating and management expenses. Statements sent are approved by Owner unless Agent is notified in writing within thirty (30) days from date of said statements, setting forth the errors.

12. The Owner agrees to save the Agent harmless from all damage suits, costs and expenses incurred therefrom in connection with the management of the premises and from liability suffered by any employee or other person whomsoever and to carry, at Owner's expense, adequate liability, and compensation insurance in amounts to protect the Agent in the same manner and to the extent as the Owner. Agent shall have the right to effect said insurance at the expense of Owner; however, Agent shall not be liable for failure to effect or to renew said insurance.

13. Nothing herein contained shall relieve the Agent from responsibility to the Owner for gross negligence; however, the Owner agrees: (1) to hold and save the Agent from and harmless from damages sustained by person or property due to any cause whatsoever either in and about the premises or elsewhere when the Agent is carrying out the provisions of this contract or the express or implied directions of the Owner; (2) to reimburse the Agent for moneys the latter is required to pay out for any reason whatsoever, either in connection with or as an expense in defense of any civil or criminal action, proceeding, charge or prosecution instituted or maintained against the Agent or the Owner and Agent jointly, affecting omissions of Agent or employees of the Owner; (3) to defend promptly any such action, proceeding, charge or prosecution instituted or maintained against the Agent or the Owner and Agent jointly.

14. If the Owner shall fail or refuse to comply with or abide by any rule, order, determination, ordinance or law of any Federal, State, Municipal or Governmental authority, the Agent upon giving twenty-four (24) hour written notice mailed to the Owner at the address to which Owner's remittances are sent, may terminate this Agreement.

15. Unless the Owner, in writing, expressly directs and the Agent, in writing, agrees so to do, the Agent shall not be required to file any reports other than the rendering of said monthly statements.

16. In the event the Owner terminates the Agreement (other than pursuant to Paragraph No. 1 as herein above provided), the Agent shall be entitled to compensation at a rate of four times the average monthly fee on each additional period of the contract. Said fees are to be paid to Agent before termination becomes effective. The above fees will be waived by Agent for the following circumstances: (1) if the subject property is sold and the Agent is given a thirty (30) day notice of the termination of this Agreement; (2) in the event there has been a material breach of contract by Agent and notice has been given in writing by Owner to Agent and Agent has not made a diligent effort in starting to cure said breach within fourteen (14) days after notice by Owner.

17. Should any provision of the Management Agreement be declared invalid by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect regardless of such declaration.

18. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Owner, and on the successors and assigns of the Agent.

19. Notices: Any written notice to Owner or Property Manager required under this Agreement shall be served by sending such notice by first class mail to that party at the address below, or at any different address which the parties may later designate for this purpose, and shall be deemed received three business days after deposit into the United States mail.

20. Equal Housing Opportunity: All property shall be offered in compliance with federal, state and local anti-discrimination laws.

21. Attorney's Fees: In any action, proceeding or arbitration arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto Owners, and LEFEVER MATTSON Property Management have signed and delivered this Agreement in duplicate this _____ day of _____ 20____.

Owner: _____ Date: _____

Owner: _____ Date: _____

Mailing Address:
_____

Day Telephone: _____ Evening Telephone: _____

Owner Social Security Number: _____

Agent: LEFEVER MATTSON Property Management

By: _____ Date: _____

EXHIBIT 1

MANAGEMENT CONTRACT

This contract is made by and between, Agent, "LEFEVER MATTSON PROPERTY MANAGEMENT" herein after, "LEFEVER MATTSON" and OWNER, "COUNTRY OAKS I, LP & RIVER TREE PARTNERS, LP' " on this 1st day of September 2016.

The following agreement for management services is divided into two categories: administrative management and financial management. Additionally, it should be noted that this is not an employment agreement and LEFEVER MATTSON PROPERTY MANAGEMENT will be providing management services as dictated by the terms of this agreement in the capacity of independent contractor.

1. The Agent, in accepting the management of said property, will perform the duties as herein provided, using its best judgment, effort and ability relative to the following for and on behalf of the Owner:
   A. Placing advertising, at Owner's expense, for property or portions of property for rent or lease; selecting and obtaining tenants; executing tenancies and leases as well as extensions and renewals of leases in the name of Owner.
   B. For and on behalf of the Owner, engaging and discharging employees and others needed for service in or maintenance of the premises up to the authority in paragraph 3 below, or with Owner approval.
   C. Effecting contracts for on-site management, utilities or other services in name of Owner, purchasing supplies and equipment for operation of the premises, with Owner approval.
   D. Effecting insurance, when instructed in writing by Owner, and paying the premiums from the Owner's account.
   E. Paying taxes and payment of interest and principal encumbrances can be accomplished, provided Agent receives such written instructions from Owner and provided funds are available in property account.
   F. Collecting and managing legal counsel for suing for rents and other moneys due; obtaining possession, terminating tenancies or leases, arranging and consenting to assignments or subletting of premises (Agent's or Owner's attorneys' fees for service pertaining to the property shall be an expense of the Owner).
   G. Assisting in obtaining settlements on insurance or other claims. Employing attorneys as and when needed.
   H. Paying all of the above expenses incurred for the Owner's account and at the Owner's expense, including the fees for Agent, moneys advanced by Agent, and reimbursable expenses of Agent which includes but is not limited to property supplies and property operating forms.

EXHIBIT 2

PARTNERSHIP ADMINISTRATION CONTRACT

This contract is made by and between, Agent, "LEFEVER MATTSON PROPERTY MANAGEMENT" herein after, "LEFEVER MATTSON" and OWNER, "COUNTRY OAKS I, LP & RIVER TREE PARTNERS, LP' " on this 1st day of September 2016.

The following agreement for management services is divided into two categories: administrative management and financial management. Additionally, it should be noted that this is not an employment agreement and LEFEVER MATTSON PROPERTY MANAGEMENT will be providing management services as dictated by the terms of this agreement in the capacity of independent contractor.

1. The Agent, in accepting the management of said property, will perform the duties as herein provided, using its best judgment, effort and ability relative to the following for and on behalf of the Owner:
   A. Partnership accounting
   B. Preparing and filing annual tax returns, K1's & 1099s on behalf of partnership
   C. Representing partnership (or other entities) before regulatory agencies (IRS, FTB, etc...)
   D. Communication with partnership members for ownership transfers and name changes, questions about member distributions, or personal loan requirements

EXHIBIT C

Property & Investments

333 E. Enos Santa Maria, CA 93454

Case: 24-10715 Doc# 192-9 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 74 of 74

LM_00000741

EXHIBIT D-6.
Filed Under Seal

EXHIBIT D-7.
COUNTRY OAKS LP

State of California
Secretary of State

Certificate of No Record
Limited Partnership

I, SHIRLEY N. WEBER, PH.D., Secretary of State of the State of California, hereby certify:

That, the Corporations Code of the State of California provides for the execution and acknowledgment of a Certificate of Limited Partnership and the subsequent filing in the office of the Secretary of State and,

That, the Corporations Code of the State of California provides for the filing in the office of the Secretary of State of an Application for Registration in order to register a foreign limited partnership to transact intrastate business in this State.

I further certify that there is no record in the limited partnership files of this office of a California or Foreign limited partnership, active or inactive, of the name:

COUNTRY OAKS, LP

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of July 7, 2025.

Shirley N. Weber, Ph.D.
Secretary of State

State of California
Secretary of State

Certificate of No Record
Limited Partnership

I, SHIRLEY N. WEBER, PH.D., Secretary of State of the State of California, hereby certify:

That, the Corporations Code of the State of California provides for the execution and acknowledgment of a Certificate of Limited Partnership and the subsequent filing in the office of the Secretary of State and,

That, the Corporations Code of the State of California provides for the filing in the office of the Secretary of State of an Application for Registration in order to register a foreign limited partnership to transact intrastate business in this State.

I further certify that there is no record in the limited partnership files of this office of a California or Foreign limited partnership, active or inactive, of the name:

COUNTRY OAKS PARTNERS, LP

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of July 7, 2025.

Shirley N. Weber, Ph.D.
Secretary of State

EXHIBIT D-8.
COUNTRY OAKS PARTNERS LLC CA CC

California Secretary of State

Business Programs Division
1500 11th Street, Sacramento, CA 95814

Request Type: Certified Copies
Entity Name: COUNTRY OAKS PARTNERS, LLC
Formed In: CALIFORNIA
Entity No.: 200816310128
Entity Type: Limited Liability Company - CA

Issuance Date: 07/03/2025
Copies Requested: 1
Receipt No.: 010731092
Certificate No.: 344224938

Document Listing

Reference #	Date Filed	Filing Description	Number of Pages
37166488-1	06/10/2008	Initial Filing	1
37166489-1	09/21/2010	Legacy Amendment	1
B1877-8719	06/19/2023	Statement of Information	2
B2985-9827	08/22/2024	Statement of Information	2

** **** ****** ******** End of list ******** ****** **** **

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, do hereby certify on the Issuance Date, the attached document(s) referenced above are true and correct copies and were filed in this office on the date(s) indicated above.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California on July 03, 2025.

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

To verify the issuance of this Certificate, use the Certifcate No. above with the Secretary of State Certification Verification Search available at **biz**fileOnline.sos.ca.gov.

LLC-1

File # 200816310128

State of California
Secretary of State

LIMITED LIABILITY COMPANY ARTICLES OF ORGANIZATION

FILED
In the office of the Secretary of State
of the State of California
JUN 10 2008

A $70.00 filing fee must accompany this form.

IMPORTANT – Read instructions before completing this form.

This Space For Filing Use Only

ENTITY NAME (End the name with the words "Limited Liability Company," or the abbreviations "LLC" or "L.L.C." The words "Limited" and "Company" may be abbreviated to "Ltd." and "Co.," respectively.)

1. NAME OF LIMITED LIABILITY COMPANY

COUNTRY OAKS PARTNERS, LLC

PURPOSE (The following statement is required by statute and should not be altered.)

2. 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 BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT.

INITIAL AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and both Items 3 and 4 must be completed. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 3 must be completed (leave Item 4 blank).

3. NAME OF INITIAL AGENT FOR SERVICE OF PROCESS

IRVING BAUMAN

4. IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA

ADDRESS	CITY	STATE	ZIP CODE
3050 SATURN STREET, SUITE 201	BREA	CA	92821

MANAGEMENT (Check only one)

5. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY:

- [x] ONE MANAGER
- [ ] MORE THAN ONE MANAGER
- [ ] ALL LIMITED LIABILITY COMPANY MEMBER(S)

ADDITIONAL INFORMATION

6. ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.

EXECUTION

7. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

JUNE 10, 2008
DATE

William Presnell
SIGNATURE OF ORGANIZER

WILLIAM PRESNELL
TYPE OR PRINT NAME OF ORGANIZER

LLC-1 (REV 04/2007) APPROVED BY SECRETARY OF STATE

Certificate Verification No.: 344224938 Date: 07/03/2025

State of California
Secretary of State

LIMITED LIABILITY COMPANY
CERTIFICATE OF AMENDMENT

A $30.00 filing fee must accompany this form.

IMPORTANT – Read instructions before completing this form.

FILED
In the Office of the Secretary of State
of the State of California

SEP 21 2010

This Space For Filing Use Only

1. SECRETARY OF STATE FILE NUMBER: **200816310128**

2. NAME OF LIMITED LIABILITY COMPANY: COUNTRY OAKS PARTNERS, LLC

3. COMPLETE ONLY THE SECTIONS WHERE INFORMATION IS BEING CHANGED. ADDITIONAL PAGES MAY BE ATTACHED IF NECESSARY.

A. LIMITED LIABILITY COMPANY NAME (END THE NAME WITH THE WORDS "LIMITED LIABILITY COMPANY," "LTD. LIABILITY CO." OR THE ABBREVIATIONS "LLC" OR "L.L.C.")

B. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY (CHECK ONE):

- ☐ ONE MANAGER
- ☑ MORE THAN ONE MANAGER
- ☐ ALL LIMITED LIABILITY COMPANY MEMBER(S)

C. AMENDMENT TO TEXT OF THE ARTICLES OF ORGANIZATION:

D. OTHER MATTERS TO BE INCLUDED IN THIS CERTIFICATE MAY BE SET FORTH ON SEPARATE ATTACHED PAGES AND ARE MADE A PART OF THIS CERTIFICATE. OTHER MATTERS MAY INCLUDE A CHANGE IN THE LATEST DATE ON WHICH THE LIMITED LIABILITY COMPANY IS TO DISSOLVE OR ANY CHANGE IN THE EVENTS THAT WILL CAUSE THE DISSOLUTION.

4. FUTURE EFFECTIVE DATE, IF ANY: MONTH DAY YEAR

5. NUMBER OF PAGES ATTACHED, IF ANY:

6. IT IS HEREBY DECLARED THAT I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

SIGNATURE OF AUTHORIZED PERSON

SEPTEMBER 21, 2010
DATE

IRVING BAUMAN, MANAGER
TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

7. RETURN TO:

NAME
FIRM
ADDRESS
CITY/STATE
ZIP CODE

SEC/STATE FORM LLC-2 (Rev. 03/2005) – FILING FEE $30.00

APPROVED BY SECRETARY OF STATE

Certificate Verification No.: 344224938 Date: 07/03/2025

BA20230984048

STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
LIMITED LIABILITY COMPANY

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File No.: BA20230984048
Date Filed: 6/19/2023

Entity Details

Limited Liability Company Name	COUNTRY OAKS PARTNERS, LLC
Entity No.	200816310128
Formed In	CALIFORNIA

Street Address of Principal Office of LLC

Principal Address	215 WEST PEARL STREET POMONA, CA 91768

Mailing Address of LLC

Mailing Address	3050 SATURN STREET #201 BREA, CA 92821
Attention	

Street Address of California Office of LLC

Street Address of California Office	3050 SATURN STREET #201 BREA, CA 92821

Manager(s) or Member(s)

Manager or Member Name	Manager or Member Address
DAVID JOHNSON	3050 SATURN STREET #201 BREA, CA 92821
FRANK JOHNSON	3050 SATURN STREET #201 BREA, CA 92821

Agent for Service of Process

Agent Name	ADRIAN DEHGHANMANESH
Agent Address	3050 SATURN STREET #201 BREA, CA 92821

Type of Business

Type of Business	SKILLED NURSING FACILITY

Email Notifications

Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.

Chief Executive Officer (CEO)

CEO Name	CEO Address
+ FRANK JOHNSON	3050 SATURN STREET # 201 BREA, CA 92821

Labor Judgment

No Manager or Member, as further defined by California Corporations Code section 17702.09(a)(8), has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal is pending, for the violation of any wage order or provision of the Labor Code.

B1877-8719 06/19/2023 6:38 PM Received by California Secretary of State

Certificate Verification No.: 344224938 Date: 07/03/2025

Electronic Signature

☒ By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

ACCOUNTING@MERIDIANHEALTHMGMT.COM — Signature

06/19/2023 — Date

B1877-8720 06/19/2023 6:38 PM Received by California Secretary of State

Certificate Verification No.: 344224938 Date: 07/03/2025

BA20241520402

STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
LIMITED LIABILITY COMPANY

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only

-FILED-

File No.: BA20241520402
Date Filed: 8/22/2024

Entity Details

Limited Liability Company Name	COUNTRY OAKS PARTNERS, LLC
Entity No.	200816310128
Formed In	CALIFORNIA

Street Address of Principal Office of LLC

Principal Address	215 WEST PEARL STREET POMONA, CA 91768

Mailing Address of LLC

Mailing Address	3050 SATURN STREET #201 BREA, CA 92821
Attention	

Street Address of California Office of LLC

Street Address of California Office	3050 SATURN STREET #201 BREA, CA 92821

Manager(s) or Member(s)

Manager or Member Name	Manager or Member Address
FRANK JOHNSON	3050 SATURN STREET #201 BREA, CA 92821

Agent for Service of Process

Agent Name	FRANK D JOHNSON
Agent Address	3050 SATURN STREET 201 BREA, CA 92821

Type of Business

Type of Business	SKILLED NURSING FACILITY

Email Notifications

Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.

Chief Executive Officer (CEO)

CEO Name	CEO Address
FRANK JOHNSON	3050 SATURN STREET # 201 BREA, CA 92821

Labor Judgment

No Manager or Member, as further defined by California Corporations Code section 17702.09(a)(8), has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal is pending, for the violation of any wage order or provision of the Labor Code.

B2985-9827 08/22/2024 9:14 AM Received by California Secretary of State

Certificate Verification No.: 344224938 Date: 07/03/2025

Electronic Signature

☒ By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

FRANK JOHNSON	*08/22/2024*
Signature	Date

B2985-9828 08/22/2024 9:14 AM Received by California Secretary of State

Certificate Verification No.: 344224938 Date: 07/03/2025

EXHIBIT E.
Redacted

Exhibit E

A. Non-Existent and Unrelated Entities in Investor Claims

1. In reviewing the Investor Claims, PwC has noted numerous instances in which investors have asserted an interest in an Entity that, according to the records of the California Secretary of State, either (a) does not exist or (b) does exist, but is unrelated to the LFM Debtors and KSMP. Three such examples, as set forth below, relate to "Fulton Village Partners, LLC", "Comstock Building Partners", and "Rivertree, L.P."[1]

2. *"Fulton Village Partners, LLC"*. [redacted] I have reviewed a "Certificate of No Record – Limited Liability Company" issued by the California Secretary of State and understand from such document that "no record has been found in the Limited Liability Company files of this office of a California or Foreign Limited Liability Company, active or inactive, of the name: **FULTON VILLAGE PARTNERS, LLC**."[4] I further understand that neither any LFM Debtor nor KSMP has ever held an ownership interest in Fulton Square; rather I understand that (a) Fulton Square is owned and has been owned by members of the Grellas family for decades;[5] (b) on or about June 6,

[1] Other examples relate to "Country Oaks," as discussed in Exhibit D, "Limited Partners of CERES WEST MHP," "Napa Enterprise Partners," "Commerce Court Partners," "Folsom Village Partners," "Greenhaven Partners," and "Woodcreek Plaza Partners."

[2] [redacted]

[3] [redacted]

[4] *See* **Exhibit E-1**, attached hereto.

[5] *See Declaration of James Grellas Regarding Debtors' Motion for an Order Authorizing Rejection of the Unexpired Fulton Square Ground Lease (Beach Pine, LP)* [Docket No. 673], ¶ 1.

PACHULSKI STANG ZIEHL & JONES LLP
ATTORNEYS AT LAW
WILMINGTON, DELAWARE

2012, the Grellas family consented to the assignment of the ground lease for Fulton Square (the "Ground Lease") to KSMP;[6] (c) the Ground Lease was allegedly assigned from KSMP to LFM Debtor Beach Pine LP;[7] and (d) the Ground Lease was rejected in the LFM Debtors' chapter 11 cases.[8] [redacted][9]

3. *"Comstock Building Partners"*. [redacted] I have reviewed a "Certificate of No Record – Limited Liability Company" issued by the California Secretary of State and understand from such document that "no record has been found in the Limited Liability Company files of this office of a California or Foreign Limited Liability Company, active or inactive, of the name: **COMSTOCK BUILDING**

[6] *Id.* at ¶ 6(g) – (i).

[7] *Id.* at ¶ 6(s) – (x).

[8] *See Order Authorizing Rejection of Unexpired Fulton Square Ground Lease and Granting Other and Related Relief* [Docket No. 785].

[9] [redacted]

[10] [redacted]

[11] [redacted]

PACHULSKI STANG ZIEHL & JONES LLP
ATTORNEYS AT LAW
WILMINGTON, DELAWARE

PARTNERS, LLC."[12] I have further reviewed a "Certificate of No Record – Limited Partnership" issued by the California Secretary of State and understand from such document that "there is no record in the limited partnership files of this office of a California or Foreign limited partnership, active or inactive, of the name: **COMSTOCK BUILDING PARTNERS, LP**."[13]

4. I have further reviewed Real Property Records for the Comstock Building provided by PSZJ to PwC (the "Comstock Real Property Records"),[14] which Real Property Records reflect that the Comstock Building is owned by tenants in common ("Comstock TICs"), including KSMP not including LFM. [redacted][15] Moreover, based on PwC's review of the Comstock Real Property Records, between May 2021 and July 2021, KSMP transferred 17.989% more tenancy in common interests in the Comstock Building than it had to transfer.[16]

5. *"Rivertree, L.P."* [redacted][17] I have reviewed a certified

[12] *See* **Exhibit E-2**, attached hereto.

[13] *See* **Exhibit E-3**, attached hereto.

[14] A copy of the Comstock Real Property Records is attached hereto as **Exhibit E-4**.

[15] [redacted]

[16] *See* **Exhibit E-5**

[17] [redacted]

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ATTORNEYS AT LAW
WILMINGTON, DELAWARE

Certificate of Limited Partnership of Rivertree, L.P.[18] which reflects that such entity was formed on December 14, 2012 by Gerald L. Barton and Myrle Janet Barton of Escalon, California. "Rivertree, L.P." is not an LFM Debtor. However, "River Tree Partners, LP" is an LFM Debtor. [redacted][19] [redacted]

B. Entities Without Represented Property Interest in Investor Claims

6. In reviewing the Investor Claims, PwC has noted numerous instances in which investors have asserted an interest in an Entity associated with a particular Property, but where such Entity did not, either at the time of the sale or at any time, hold any record interest in such Property. Two such examples, as set forth below, relate to LFM Debtors Ponderosa Pines LP and Bay Tree LP.

7. *Ponderosa Pines LP*. [redacted] real property located as 7456 Foothills Boulevard, Roseville, CA ("7456 Foothills"). [redacted]"[20] I have reviewed Real Property Records for 7456 Foothills provided by PSZJ to PwC (the "7456 Foothills Property Records").[21] According to the 7456 Foothills Property Records, Ponderosa Pines, LP has never held a recorded interest in 7456 Foothills; rather, (a) KSMP

[redacted]

[18] A copy of the Rivertree, L.P. *Certificate of Limited Partnership* is attached hereto as **Exhibit E-6**.

[19] [redacted]

[20] [redacted]

[21] A copy of the 7456 Foothills Property Records is attached hereto as **Exhibit E-7**.

PACHULSKI STANG ZIEHL & JONES LLP
ATTORNEYS AT LAW
WILMINGTON, DELAWARE

acquired 7456 Foothills on or about November 25, 2014;[22] (b) between December 1, 2014 and December 31, 2017, KSMP deeded a total of 88.09% of its ownership interest 7456 Foothills to 12 different tenants in common (none of which were Ponderosa Pines, LP);[23] (c) by *Grant Deeds* dated February 21, 2018 and recorded on April 9, 2018, each of the then-tenants in common deeded their interests in 7456 Foothills to Windtree, LP;[24] (d) by *Grant Deed* dated March 23, 2018 and recorded April 9, 2018, Windtree, LP deeded its interest in 7456 Foothills to Black Walnut LP;[25] and (e) by *Grant Deed* dated November 10, 2022 and recorded August 17, 2023, Black Walnut LP deeded its interests in 7456 Foothills to Windscape Apartments, LLC.[26]

8. *Bay Tree LP*. [redacted] real property located as 860 Charter Way, Redwood City, CA ("860 Charter"). [redacted][27] I have reviewed Real Property Records for 860 Charter provided by PSZJ to PwC (the "860 Charter Property Records").[28] According to the 860 Charter Records, Bay Tree LP has never

[22] *See* 7456 Foothills Property Records at pp. 286 – 290.

[23] *Id.* at pp. 291 – 300; 305 – 328.

[24] *Id.* at pp. 329 – 370.

[25] *Id.* at pp. 371 – 372.

[26] *Id.* at pp. 1 – 3.

[27] [redacted]

[28] A copy of the 860 Charter Property Records is attached hereto as **Exhibit E-8**.

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ATTORNEYS AT LAW
WILMINGTON, DELAWARE

held a recorded interest in 860 Charter; rather, KSMP acquired 860 Charter on or about April 4, 2012[29] and sold 860 Charter on or about November 15, 2017.[30]

[29] *See* 860 Charter Property Records at pp. 11 – 12.

[30] *Id.* at pp. 59 – 61.

PACHULSKI STANG ZIEHL & JONES LLP
ATTORNEYS AT LAW
WILMINGTON, DELAWARE

EXHIBIT E-1.
FULTON VILLAGE PARTNERS, LLC - NR - CA

State of California
Secretary of State

CERTIFICATE OF NO RECORD
LIMITED LIABILITY COMPANY

I, SHIRLEY N. WEBER, PH.D., Secretary of State of the State of California, hereby certify:

That, the Corporations Code of the State of California provides for the execution and acknowledgment of the Articles of Organization and the subsequent filing in the office of the Secretary of State and,

That, the Corporations Code of the State of California provides for the filing in the office of the Secretary of State of an Application for Registration in order to register a Foreign Limited Liability Company to transact intrastate business in this State.

I further certify that no record has been found in the Limited Liability Company files of this office of a California or Foreign Limited Liability Company, active or inactive, of the name: **FULTON VILLAGE PARTNERS, LLC**

Please note that the search that was conducted was restricted to current Limited Liability Company names. Therefore, if you requested information for a Limited Liability Company under its previous name, those records are not available and cannot be searched.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of July 7, 2025.

Shirley N. Weber, Ph.D.
Secretary of State

EXHIBIT E-2.
COMSTOCK BUILDING PARTNERS, LLC - NR - CA

State of California
Secretary of State

CERTIFICATE OF NO RECORD
LIMITED LIABILITY COMPANY

I, SHIRLEY N. WEBER, PH.D., Secretary of State of the State of California, hereby certify:

That, the Corporations Code of the State of California provides for the execution and acknowledgment of the Articles of Organization and the subsequent filing in the office of the Secretary of State and,

That, the Corporations Code of the State of California provides for the filing in the office of the Secretary of State of an Application for Registration in order to register a Foreign Limited Liability Company to transact intrastate business in this State.

I further certify that no record has been found in the Limited Liability Company files of this office of a California or Foreign Limited Liability Company, active or inactive, of the name: **COMSTOCK BUILDING PARTNERS, LLC**

Please note that the search that was conducted was restricted to current Limited Liability Company names. Therefore, if you requested information for a Limited Liability Company under its previous name, those records are not available and cannot be searched.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of July 7, 2025.

Shirley N. Weber, Ph.D.
Secretary of State

EXHIBIT E-3.
COMSTOCK BUILDING PARTNERS, LP - NR - CA

State of California
Secretary of State

Certificate of No Record
Limited Partnership

I, SHIRLEY N. WEBER, PH.D., Secretary of State of the State of California, hereby certify:

That, the Corporations Code of the State of California provides for the execution and acknowledgment of a Certificate of Limited Partnership and the subsequent filing in the office of the Secretary of State and,

That, the Corporations Code of the State of California provides for the filing in the office of the Secretary of State of an Application for Registration in order to register a foreign limited partnership to transact intrastate business in this State.

I further certify that there is no record in the limited partnership files of this office of a California or Foreign limited partnership, active or inactive, of the name:

COMSTOCK BUILDING PARTNERS, LP

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of July 7, 2025.

Shirley N. Weber, Ph.D.
Secretary of State

Case: 24-10715 Doc# 192-16 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 2 of 2

EXHIBIT E-4.
Comstock Real Property Records



Sacramento County makes no representations about the suitability of the information provided for any purpose. All information and related graphics are provided "as is" without warranty of any kind. Sacramento County hereby disclaims all warranties and conditions with regard to this information, including implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement. In no event shall Sacramento County be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortuous action, arising out of or in connection with the use or performance of software, documents, provision of or failure to provide services, or information provided. The information and related graphics published on this site could include technical inaccuracies or typographical errors. Parcel lines may not accurately reflect legal descriptions.

Information for Parcel:
204-0461-042-0000

Read Our Data Disclaimer

PROPERTY INFORMATION	
Assessor Parcel #	20404610420000
Address	8340 AUBURN BLVD
Postal City, Zip	CITRUS HEIGHTS 95610
Jurisdiction	City of Citrus Heights
County Supervisor District	**Sue Frost - District 4**
Assessor Roll Status	ACTIVE
Assessor's Map	**Assessor's Map Bk.204, Pg.046**

PROPERTY TAX BILL

View Online Property Tax Bill

Tax Rate Area Code	**06-028**
Jurisdiction Used on Most Recent Tax Roll	CITRUS HEIGHTS
Last Roll Year	2024

ASSESSOR'S ROLL VALUES

as of September 4, 2024

Tax Roll Year	2024
Land Value	$1,148,169
Improvement Value	$1,706,542
Personal Property Value	$0
Fixtures	$0
Homeowner's Exemption	($0)
Other Exemption	($0)
Net Assessed Value	$2,854,711
Property tax bill information	**View Online Property Tax Bill**

Additional information regarding Assessor's roll values can be obtained by contacting the Assessor's Office at 916-875-0700 or assessor@saccounty.gov.

LAND INFORMATION

Thomas Brothers Map	239 H 6
Assessor Land Use Code	**CAB00A**
Filed Map Book/Page	P077005 - Parcel Map Book 77, Page 5
Filed Map Name	PARCEL MAP
Block Number	
Lot Number	A
Unit Number	
Approx. Parcel Area	76666 sq ft / 1.76 acres

ZONING

Zoning:	SPA - SPECIAL PLANNING AREA

OWNER INFORMATION

California Government Code Section 6254.21 states that "No state or local agency shall post the home address or telephone number of any elected or appointed official on the internet without first obtaining the written permission of that individual." As the cost to collect and continuously update that information is prohibitive, the Assessor's website does not display the Assessee name. It may be obtained by calling 916-875-0700 or by visiting the Assessor's Office at 3636 American River Drive, Suite 200, in Sacramento.

Last Ownership Transfer Document Type	GRANT DEED/CORP. DEED/GIFT DEED/JNT TEN DEED
County Recorder's Document Number	Book 20230824, Page 646
Event Date	Thu Aug 24 2023

PROPERTY BUILDING INFORMATION

Gross Building Area	21056 sq ft
Net Rentable Area	18237 sq ft
Ground Floor Area	16576 sq ft
Year Built	1983
Effective Year	1983
Stories	1
Quality Class	GoodD

Additional information regarding property building information can be obtained by contacting the Assessor's Office at 916-875-0700 or assessor@saccounty.gov.

BUILDING PERMITS

Refer to the appropriate city jurisdiction agency for incorporated areas.

INTERNET COPY

PARCEL NUMBER	BILL NUMBER	CODE AREA	DATE OF ISSUE
204-0461-042-0000	24528807	06028	12/18/24

SACRAMENTO COUNTY

SECURED PROPERTY TAX BILL 2024-2025

FOR FISCAL YEAR BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025

CORRECTED ASSESSMENT 2024 - 2025

CHAD RINDE
DIRECTOR OF FINANCE
TAX COLLECTOR

TAXING AGENCY	TAX BASE	TAX RATE
COUNTY WIDE 1%	1	1.0000
SAN JUAN UNIF GOB	1	.1796
LOS RIOS COLL GOB	1	.0200

*** * ATTENTION * ***

DEED PROCESSED BUT APPRAISAL NOT MADE

MAIL TO:

PROPERTY LOCATION

8340 AUBURN BLVD 95610

IMPORTANT INFORMATION ON REVERSE SIDE

CODE	DIRECT LEVY NAME	AMOUNT
0269	CSA 1 LIGHTS CITY OF CH ZONE 3	2.56
0168	SACRAMENTO AREA FLOOD CONTROL	65.12
0443	WATER & DRAINAGE STUDIES - SCWA 13	24.36
	DIRECT LEVY TOTAL	92.04

PROPERTY DESCRIPTION	NEW APPRAISED VALUES	PRIOR VALUES	TAXABLE VALUE	TAX RATE	TAX AMOUNT
LAND			1,145,241	1.1996	13738.31
IMPROVEMENTS			1,702,087	1.1996	20418.23
FIXTURES					
PERSONAL PROPERTY					
SUBTOTAL			2,847,328		34156.54
LESS: HOMEOWNERSEXEMPTION					
OTHER EXEMPTION					
TOTALS			2,847,328		34156.54
				DIRECT LEVY TOTAL	92.04

FIRST INSTALLMENT DUE 01/31/25 → 17124.29

SECOND INSTALLMENT DUE 04/10/25 → 17124.29

TOTAL DUE → 34248.58

FOLD AND DETACH HERE

PARCEL NUMBER	BILL NUMBER	DATE OF ISSUE
204-0461-042-0000	24528807	12/18/24

SACRAMENTO COUNTY SECURED PROPERTY TAX BILL 2024-2025

OWNER'S NAME:

SECURED
CORRECTED

PAYMENTS MUST BE RECEIVED IN TAX OFFICE BY 5:00 PM OR POSTMARKED BY THE DUE DATE SPECIFIED. PAYMENTS WITH LATE POSTMARKS WILL BE RETURNED FOR PENALTY.

MAKE CHECK PAYABLE TO SACRAMENTO COUNTY AND MAIL TO: TAX COLLECTOR'S OFFICE, P O BOX 508, SACRAMENTO, CA 95812-0508

SECOND INSTALLMENT PAYMENT

PAY

DUE 04/10/25	17124.29
AFTER 04/10/25 ADD 10% PENALTY + $20.00 COST	1732.43
TOTAL DELINQUENT INSTALLMENT DUE	18856.72
ADDITIONAL PENALTIES ARE CHARGED IF TAXES ARE NOT PAID BY 06/30/25	

2452880720404610420000 9 00171242900188567222504102

FOLD AND DETACH HERE

PARCEL NUMBER	BILL NUMBER	DATE OF ISSUE
204-0461-042-0000	24528807	12/18/24

SACRAMENTO COUNTY SECURED PROPERTY TAX BILL 2024-2025

OWNER'S NAME:

SECURED
CORRECTED

PAYMENTS MUST BE RECEIVED IN TAX OFFICE BY 5:00 PM OR POSTMARKED BY THE DUE DATE SPECIFIED. PAYMENTS WITH LATE POSTMARKS WILL BE RETURNED FOR PENALTY.

MAKE CHECK PAYABLE TO SACRAMENTO COUNTY AND MAIL TO: TAX COLLECTOR'S OFFICE, P O BOX 508, SACRAMENTO, CA 95812-0508

FIRST INSTALLMENT PAYMENT

PAY

DUE 01/31/25	17124.29
AFTER 01/31/25 ADD 10% PENALTY	1712.43
TOTAL DELINQUENT INSTALLMENT DUE	18836.72
TO PAY TOTAL DUE RETURN BOTH STUBS BY 01/31/25 WITH PAYMENT OF	34248.58

RECORDING REQUESTED BY:

K S Mattson Partners, LP

When Recorded Mail Document To:

K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Sacramento County
Donna Allred, Clerk/Recorder
Doc # 202308240646
8/24/2023 12:30:02 PM
BW
Titles 1
Pages 3

Fees	$20.00
Taxes	$0.00
PCOR	$0.00
Paid	$20.00

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s)

R&T Code 11930 - Transfer into a trust

☒ This transfer is exempt from the documentary transfer tax.
☐ The documentary transfer tax is $0.00 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the City of Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Farideh Afrakhteh, a married woman, as her sole and separate property

hereby GRANT(S) to FARIDEH AFRAKHTEH, as Trustee of THE FARIDEH AFRAKHTEH LIVING TRUST, U/A dated September 9, 2022

the following described real property in the City of Citrus Heights County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: July 11, 2023

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BY: _____
Farideh Afrakhteh

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Contra Costa

On 8/20/2025 before me, Gaylin M Stephenson, Notary Public,
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

(Seal)

GAYLIN M. STEPHENSON
Notary Public - California
Contra Costa County
Commission # 2452627
My Comm. Expires Jul 8, 2027

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5.

Property Address: 8340-8350 AUBURN BLVD., CITRUS HEIGHTS, CA 95610

Sacramento County
Donna Allred, Clerk/Recorder
Doc # 202308240645
8/24/2023 12:30:01 PM
BW
Titles 1
Pages 3

Fees	$20.00
Taxes	$792.00
PCOR	$0.00
Paid	$812.00

RECORDING REQUESTED BY:
KS Mattson Partners, LP

When Recorded Mail Document To:
KS Mattson Partners, LP
PO Box 5490
Vacaville, CA 95696

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☒ **The documentary transfer tax is** $792.00 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☒ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to M.C. Mueller, Trustee of The M.C. Mueller Living Trust, dated March 23, 2004, as to an undivided 12.73% interest.

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: August 9, 2023

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Solano

On August 17 2023 before me, M Vigo, Notary Public,
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

(Seal)

M. VIGO
COMMISSION # 2369734
NOTARY PUBLIC CALIFORNIA
SOLANO COUNTY
MY COMMISSION EXPIRES
AUGUST 26, 2025

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5.

Property Address: 8340-8350 AUBURN BLVD., CITRUS HEIGHTS, CA 95610

RECORDING REQUESTED BY:

K S Mattson Partners, LP

When Recorded Mail Document To:

K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Sacramento County
Donna Allred, Clerk/Recorder
Doc # **202308240644**
8/24/2023 12:30:01 PM
BW
Titles 1
Pages 3

Fees	$20.00
Taxes	$0.00
PCOR	$0.00
Paid	$20.00

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s) **R&T Code 11911 - Gift**

☒ This transfer is exempt from the documentary transfer tax.
☐ **The documentary transfer tax is $** 0.00 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Joseph A. Giacinto Jr. and Rebecca A. Giacinto as Trustees of the Joseph A. Giacinto Jr. and Rebecca A. Giacinto Revocable Trust Dated September 28, 2005, as to an undivided 4.847% interest.
the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: July 11, 2023

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Solano

On August 17 2023 before me, M Vigo, Notary Public,
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

(Seal)

M. VIGO
COMMISSION #2369734
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
MY COMMISSION EXPIRES
AUGUST 26, 2025

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5.

Property Address: 8340-8350 AUBURN BLVD., CITRUS HEIGHTS, CA 95610

Sacramento County
Donna Allred, Clerk/Recorder

Doc # 202308240643

8/24/2023	12:30:00 PM	Fees	$20.00
BW		Taxes	$0.00
Titles	1	PCOR	$0.00
Pages	3	Paid	$20.00

RECORDING REQUESTED BY:

K S Mattson Partners, LP

When Recorded Mail Document To:

K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s) **R&T Code 11911 - Gift**

☒ This transfer is exempt from the documentary transfer tax.
☐ **The documentary transfer tax is $** 0.00 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Patrick McMullen, Trustee, of "THE PATRICK MCMULLEN LIVING TRUST UTD, dated 4/26/2004", as to an undivided 8.554% interest.

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: July 11, 2023

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Solano

On August 17 2023 before me, M VIGO, Notary Public,
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

(Seal)

M. VIGO
COMMISSION # 2369734
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
MY COMMISSION EXPIRES
AUGUST 26, 2025

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5.

Property Address: 8340-8350 AUBURN BLVD., CITRUS HEIGHTS, CA 95610

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	202308240642	Fees	$20.00
8/24/2023	12:29:59 PM	Taxes	$0.00
BW		PCOR	$0.00
Titles	1	Paid	$20.00
Pages	3		

RECORDING REQUESTED BY:

K S Mattson Partners, LP

When Recorded Mail Document To:

K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s) **R&T Code 11911 - Gift**

☒ This transfer is exempt from the documentary transfer tax.
☐ **The documentary transfer tax is $** 0.00 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Howard I. Goodwin, Trustee of The Howard I. Goodwin Living Trust dated August 11, 2009, as to an undivided 3.650% interest.
the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: July 11, 2023

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Solano
On August 17 2023 before me, M Vigo (here insert name and title of the officer), Notary Public,
personally appeared Kenneth W Mattson,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

(Seal)

M. VIGO
COMMISSION #2369734
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
MY COMMISSION EXPIRES
AUGUST 26, 2025

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5.

Property Address: 8340-8350 AUBURN BLVD., CITRUS HEIGHTS, CA 95610

RECORDING REQUESTED BY:

K S Mattson Partners, LP

When Recorded Mail Document To:

K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Sacramento County
Donna Allred, Clerk/Recorder
Doc # **202308240641**
8/24/2023 12:29:58 PM
BW
Titles 1
Pages 3

Fees	$20.00
Taxes	$0.00
PCOR	$0.00
Paid	$20.00

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s) **R&T Code 11911 - Gift**

☒ This transfer is exempt from the documentary transfer tax.
☐ **The documentary transfer tax is $** 0.00 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Ronald W. Dennison and Deborah A. Dennison, Trustees of the Dennison Living Trust dated June 18, 2003, as to an undivided 8.997% interest.

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: July 11, 2023

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Solano
On August 17 2023 before me, M. VIGO (here insert name and title of the officer), Notary Public,
personally appeared Kenneth W. Matteson,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

(Seal)

M. VIGO
COMMISSION # 2369734
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
MY COMMISSION EXPIRES
AUGUST 26, 2025

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5.

Property Address: 8340-8350 AUBURN BLVD., CITRUS HEIGHTS, CA 95610

RECORDING REQUESTED BY:

K S Mattson Partners, LP

When Recorded Mail Document To:

K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Sacramento County
Donna Allred, Clerk/Recorder

Doc # **202308240640**

8/24/2023 12:29:58 PM

BW
Titles 1
Pages 3

Fees	$20.00
Taxes	$0.00
PCOR	$0.00
Paid	$20.00

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s) **R&T Code 11911 - Gift**

☒ This transfer is exempt from the documentary transfer tax.
☐ **The documentary transfer tax is $** 0.00 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Dale Everett Pollock and Joanna Elizabeth Pollock, Trustees of the Dale Everett Pollock and Joanna Elizabeth Pollock Revocable Trust dated December 20, 2013, as to an undivided 3.853% interest.

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: July 11, 2023

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Solano
On August 7 2023 before me, M VIGO (here insert name and title of the officer), Notary Public,
personally appeared Kenneth W Mattson,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

(Seal)

M. VIGO
COMMISSION # 2369734
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
MY COMMISSION EXPIRES
AUGUST 26, 2025

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5.

Property Address: 8340-8350 AUBURN BLVD., CITRUS HEIGHTS, CA 95610

RECORDING REQUESTED BY:

K S Mattson Partners, LP

When Recorded Mail Document To:

K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Sacramento County
Donna Allred, Clerk/Recorder
Doc # **202308240639**
8/24/2023 12:29:57 PM
BW
Titles 1
Pages 3

Fees	$20.00
Taxes	$0.00
PCOR	$0.00
Paid	$20.00

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s) ****R&T Code 11911 - Gift****

☒ This transfer is exempt from the documentary transfer tax.
☐ **The documentary transfer tax is $** 0.00 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Thomas J. Mack and Edyth Hayashi Mack, Trustees of THE THOMAS J. MACK AND EDYTH HAYASHI MACK LIVING TRUST, UTD, December 26, 2006, as to an undivided 7.964% interest.
the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: July 11, 2023

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

CALIFORNIA ALL-PURPOSE 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 Solano)

On August 17 2023 before me, Marisa Vigo(Notary Public)
Date *Here Insert Name and Title of the Officer*

personally appeared Kenneth W. Mattson
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.

M. VIGO
COMMISSION #2369734
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
MY COMMISSION EXPIRES
AUGUST 26, 2025

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5.

Property Address: 8340-8350 AUBURN BLVD., CITRUS HEIGHTS, CA 95610

RECORDING REQUESTED BY:

K S Mattson Partners, LP

When Recorded Mail Document To:

K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	202308240638	Fees	$20.00
8/24/2023	12:29:57 PM	Taxes	$0.00
BW		PCOR	$0.00
Titles	1	Paid	$20.00
Pages	3		

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s) **R&T Code 11911 - Gift**

☒ This transfer is exempt from the documentary transfer tax.
☐ **The documentary transfer tax is $** 0.00 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Graham Michael Anderson and Trisha Susan Anderson, Trustees of The Anderson 2001 Revocable Trust, dated June 12, 2001, as to an undivided 7.612% interest.
the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: July 11, 2023

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Solano
On August 17, 2023 before me, M. Vigo, Notary Public,
(here insert name and title of the officer)
personally appeared Kenneth W Maffson,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

(Seal)

M. VIGO
COMMISSION # 2369734
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
MY COMMISSION EXPIRES
AUGUST 26, 2025

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5.

Property Address: 8340-8350 AUBURN BLVD., CITRUS HEIGHTS, CA 95610

Sacramento County
Donna Allred, Clerk/Recorder
Doc # 202308240637
8/24/2023 12:29:56 PM
BW
Titles 1
Pages 3

Fees	$20.00
Taxes	$0.00
PCOR	$0.00
Paid	$20.00

RECORDING REQUESTED BY:

K S Mattson Partners, LP

When Recorded Mail Document To:

K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s) ****R&T Code 11911 - Gift****

☒ This transfer is exempt from the documentary transfer tax.
☐ **The documentary transfer tax is $** 0.00 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Kenneth George Dow and Pauline Louise Dow, Trustees of the Kenneth George Dow and Pauline Louise Dow Revocable Living Trust under Declaration of Trust dated 07/02/2021, as to an undivided 5.327% interest.

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: July 11, 2023

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Solano

On August 17 2023 before me, M VIGO (here insert name and title of the officer), Notary Public,

personally appeared Kenneth W Matson,

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

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

WITNESS my hand and official seal.

Signature

(Seal)

M. VIGO
COMMISSION # 2369734
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
MY COMMISSION EXPIRES
AUGUST 26, 2025

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5.

Property Address: 8340-8350 AUBURN BLVD., CITRUS HEIGHTS, CA 95610

RECORDING REQUESTED BY:

K S Mattson Partners, LP

When Recorded Mail Document To:

K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	202308240636	Fees	$20.00
8/24/2023	12:29:56 PM	Taxes	$0.00
BW		PCOR	$0.00
Titles	1	Paid	$20.00
Pages	3		

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s) **R&T Code 11911 - Gift**

☒ This transfer is exempt from the documentary transfer tax.
☐ **The documentary transfer tax is $** 0.00 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Luis U. Martinez and Elizabeth N. Martinez, Trustee of the Luis Urbano Martinez and Elizabeth Naomi Martinez Revocable Intervivous Trust dated July 6, 1998, as to an undivided 4.878% interest.

the following described real property in the City of Citrus Heights, County of Sacramento, State of California.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: July 11, 2023

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Solano

On August 17, 2023 before me, M. VIGO, Notary Public,
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

(Seal)

M. VIGO
COMMISSION # 2369734
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
MY COMMISSION EXPIRES
AUGUST 26, 2025

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5.

Property Address: 8340-8350 AUBURN BLVD., CITRUS HEIGHTS, CA 95610

RECORDING REQUESTED BY:

K S Mattson Partners, LP

When Recorded Mail Document To:

K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Sacramento County
Donna Allred, Clerk/Recorder

Doc # **202308240635**
6/24/2023 12:29:56 PM
BW
Titles 1
Pages 3

Fees	$20.00
Taxes	$0.00
PCOR	$0.00
Paid	$20.00

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s) **R&T Code 11911 - Gift**

☒ This transfer is exempt from the documentary transfer tax.
☐ **The documentary transfer tax is $** 0.00 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Darryl E. Hayes and Jill D. Hayes, Trustees of The Hayes Family Trust, established August 17, 2016, as to an undivided 4.788% interest.

the following described real property in the City of Citrus Heights, County of Sacramento, State of California.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: July 11, 2023

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Solano
On August 17 2023 before me, M. VIGO (here insert name and title of the officer), Notary Public,
personally appeared Kenneth W Matheson,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

M. VIGO
COMMISSION # 2369734
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
MY COMMISSION EXPIRES
AUGUST 26, 2025

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5.

Property Address: 8340-8350 AUBURN BLVD., CITRUS HEIGHTS, CA 95610

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	202308240634	Fees	$20.00
8/24/2023	12:29:55 PM	Taxes	$0.00
BW		PCOR	$0.00
Titles	1	Paid	$20.00
Pages	3		

RECORDING REQUESTED BY:

K S Mattson Partners, LP

When Recorded Mail Document To:

K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s) **R&T Code 11911 - Gift**

☒ This transfer is exempt from the documentary transfer tax.
☐ **The documentary transfer tax is $** 0.00 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to James Mattson and Rachel Mattson, as husband and wife, as to an undivided 5.703% interest.

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: July 11, 2023

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Solano

On August 17 2023 before me, M VIGO, Notary Public,
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

(Seal)

M. VIGO
COMMISSION # 2369734
NOTARY PUBLIC, CALIFORNIA
SOLANO COUNTY
MY COMMISSION EXPIRES
AUGUST 26, 2025

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5.

Property Address: 8340-8350 AUBURN BLVD., CITRUS HEIGHTS, CA 95610

RECORDING REQUESTED BY:

K S Mattson Partners, LP

When Recorded Mail Document To:

K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Sacramento County
Donna Allred, Clerk/Recorder
Doc # **202308240633**
8/24/2023 12:29:55 PM
BW
Titles 1
Pages 3

Fees	$20.00
Taxes	$0.00
PCOR	$0.00
Paid	$20.00

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s) **R&T Code 11911 - Gift**

☒ This transfer is exempt from the documentary transfer tax.
☐ **The documentary transfer tax is $** 0.00 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to William J. Reese, a married man, as his sole and separate property, as to an undivided 5.71% interest.

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: July 11, 2023

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Solano
On August 17 2023 before me, M VIGO (here insert name and title of the officer), Notary Public,
personally appeared Kenneth W Mattson,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

(Seal)

M. VIGO
COMMISSION # 2369734
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
MY COMMISSION EXPIRES
AUGUST 26, 2025

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5.

Property Address: 8340-8350 AUBURN BLVD., CITRUS HEIGHTS, CA 95610

Sacramento County
Donna Allred, Clerk/Recorder
Doc # 202308240632
8/24/2023 12:29:54 PM
BW
Titles 1
Pages 3

Fees	$20.00
Taxes	$0.00
PCOR	$0.00
Paid	$20.00

RECORDING REQUESTED BY:

K S Mattson Partners, LP

When Recorded Mail Document To:

K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s) **R&T Code 11911 - Gift**

☒ This transfer is exempt from the documentary transfer tax.
☐ **The documentary transfer tax is $** 0.00 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Michael Niezelski and Susan Niezelski, as to an undivided 4.690% interest.

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: July 11, 2023

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Solano
On August 17 2023 before me, M Vigo (here insert name and title of the officer), Notary Public,
personally appeared Kenneth W Mattson,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my ~~hand and~~ official seal.

Signature

(Seal)

M. VIGO
COMMISSION # 2369734
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
MY COMMISSION EXPIRES
AUGUST 26, 2025

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5.

Property Address: 8340-8350 AUBURN BLVD., CITRUS HEIGHTS, CA 95610

Sacramento County
Donna Allred, Clerk/Recorder

Doc # 202308240631

8/24/2023	12:29:54 PM	Fees	$20.00
BW		Taxes	$0.00
Titles	1	PCOR	$0.00
Pages	3	Paid	$20.00

RECORDING REQUESTED BY:

K S Mattson Partners, LP

When Recorded Mail Document To:

K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s) **R&T Code 11911 - Gift**

☒ This transfer is exempt from the documentary transfer tax.
☐ **The documentary transfer tax is $** 0.00 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Christopher A. Krive and Almay Chang Krive, husband and wife, as to an undivided 4.055% interest.

the following described real property in the City of Citrus Heights, County of Sacramento, State of California.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: July 11, 2023

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Solano

On August 17 2023 before me, M V IGO (here insert name and title of the officer), Notary Public,

personally appeared Kenneth W. Mattson,

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

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

WITNESS my hand and official seal.

Signature

(Seal)

M. VIGO
COMMISSION #2369734
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
MY COMMISSION EXPIRES
AUGUST 26, 2025

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5.

Property Address: 8340-8350 AUBURN BLVD., CITRUS HEIGHTS, CA 95610

RECORDING REQUESTED BY:

K S Mattson Partners, LP

When Recorded Mail Document To:

K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	202308240630	Fees	$20.00
8/24/2023	12:29:53 PM	Taxes	$0.00
BW		PCOR	$0.00
Titles	1	Paid	$20.00
Pages	3		

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s) **R&T Code 11911 - Gift**

☒ This transfer is exempt from the documentary transfer tax.
☐ **The documentary transfer tax is $** 0.00 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Farideh Afrakhteh, as to an undivided 4.251% interest.

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: July 11, 2023

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Solano

On August 17 2023 before me, M. Vigo, Notary Public,
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

(Seal)

M. VIGO
COMMISSION #2369734
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
MY COMMISSION EXPIRES
AUGUST 26, 2025

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5.

Property Address: 8340-8350 AUBURN BLVD., CITRUS HEIGHTS, CA 95610

RECORDING REQUESTED BY:
Stewart Title of California, Inc.

WHEN RECORDED MAIL TO:

KS MATTSON PROPERTIES LP
P.O. BOX 5490
VACAVILLE, CA 95696

ORDER NO. 2004340
APN: 204-0461-042-0000

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	**202306290803**	Fees	$104.00
6/29/2023	4:08:25 PM	Taxes	$0.00
JLP	Electronic	PCOR	$0.00
Titles	1	Paid	$104.00
Pages	4		

SPACE ABOVE THIS LINE FOR RECORDERS USE

TITLE(S)

Grant Deed

CORRECTORY DEED TO CORRECT THE LEGAL DESCRIPTION
ORIGINALLY RECORDED DECEMBER 29, 2021 AS INSTRUMENT NO.: 202112291791 IN SACRAMENTO COUNTY
DOCUMENTARY TRANSFER TAX HAS PREVIOUSLY BEEN PAID $554.50

Order No.: 2004340 APN: 204-0461-042-0000

RECORDING REQUESTED BY:
KS Mattson Partners, LP

When Recorded Mail Document To;
KS Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s)

☑ This transfer is exempt from the documentary transfer tax.
☐ **The documentary transfer tax is** $0.00 and is computed on:
the full value of the interest or property conveyed.
the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Charles Richard Davis

hereby GRANT(S) to KS Mattson Partners, LP, a California Limited Partnership, their entire interest

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: May 4, 2023

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Charles Richard Davis
Charles Richard Davis

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Santa Cruz

On 05/18/2023 before me, Dylan Michael Florance, Notary Public,
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

DYLAN MICHAEL FLORANCE
Commission # 2403569
Notary Public - California
Santa Cruz County
My Comm. Expires May. 7, 2026

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5.

Property Address: 8340-8350 AUBURN BLVD., CITRUS HEIGHTS, CA 95610

RECORDING REQUESTED BY:
Stewart Title of California, Inc.

WHEN RECORDED MAIL TO:

KS MATTSON PROPERTIES LP
P.O. BOX 5490
VACAVILLE, CA 95696

ORDER NO. 2004340
APN: 204-0461-042-0000

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	**202306270753**	Fees	$104.00
6/27/2023	1:49:03 PM	Taxes	$0.00
BW	Electronic	PCOR	$0.00
Titles	1	Paid	$104.00
Pages	4		

SPACE ABOVE THIS LINE FOR RECORDERS USE

TITLE(S)

CORRECTORY DEED TO CORRECT THE LEGAL DESCRIPTION
ORIGINALLY RECORDED DECEMBER 29, 2021 AS INSTRUMENT NO.: 202108101209 IN SACRAMENTO COUNTY
DOCUMENTARY TRANSFER TAX HAS PREVIOUSLY BEEN PAID $825

Order No.: 2004340 APN: 204-0461-042-0000

RECORDING REQUESTED BY:
KS Mattson Partners, LP

When Recorded Mail Document To;
KS Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s)

R&T Code 11911 - previous deed deeded the wrong legal description

☒ This transfer is exempt from the documentary transfer tax.

☐ **The documentary transfer tax is** $0.00 and is computed on:
the full value of the interest or property conveyed.
the full value less the liens or encumbrances remaining thereon at the time of sale.

The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Nicole A. Acacio

hereby GRANT(S) to KS Mattson Partners, LP, a California Limited Partnership, their entire interest

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: May 4, 2023

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Nicole A. Acacio

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Florida
County of Palm Beach
On May 24, 2023 before me, Alize Campbell (here insert name and title of the officer), Notary Public,
personally appeared Nicole A. Accacio,
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.

Alize Campbell
Signature

(Seal)

ALIZE CAMPBELL
Notary Public - State of Florida
Commission # HH 357959
My Comm. Expires Feb 2, 2027
Bonded through National Notary Assn.

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5.

Property Address: 8340-8350 AUBURN BLVD., CITRUS HEIGHTS, CA 95610

RECORDING REQUESTED BY:
Stewart Title of California, Inc.

WHEN RECORDED MAIL TO:

KS MATTSON PROPERTIES LP
P.O. BOX 5490
VACAVILLE, CA 95696

ORDER NO. 2004340
APN: 204-0461-042-0000

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	**202306270752**	Fees	$104.00
6/27/2023	1:49:02 PM	Taxes	$0.00
BW	Electronic	PCOR	$0.00
Titles	1	Paid	$104.00
Pages	4		

SPACE ABOVE THIS LINE FOR RECORDERS USE

TITLE(S)

CORRECTORY DEED TO CORRECT THE LEGAL DESCRIPTION
ORIGINALLY RECORDED JULY 15, 2021 AS INSTRUMENT NO.: 202107151110 IN SACRAMENTO COUNTY
DOCUMENTARY TRANSFER TAX HAS PREVIOUSLY BEEN PAID $532.50

Order No.: 2004340 APN: 204-0461-042-0000

RECORDING REQUESTED BY:
KS Mattson Partners, LP

When Recorded Mail Document To;
KS Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s)

R&T Code 11911 - previous deed deeded the wrong legal description

☒ This transfer is exempt from the documentary transfer tax.

☐ **The documentary transfer tax is** $0.00 and is computed on:
the full value of the interest or property conveyed.
the full value less the liens or encumbrances remaining thereon at the time of sale.

The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Samuel R. Haley, Jr. aka Samuel R. Haley and Sheridan K. Haley

hereby GRANT(S) to KS Mattson Partners, LP, a California Limited Partnership, their entire interest

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: May 4, 2023

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Samuel R. Haley, Jr. aka Samuel R. Haley

Sheridan K. Haley

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 CA

County of Solano

On May 10, 2023 before me, J. Reed (here insert name and title of the officer), Notary Public,

personally appeared Samuel R. Haley & Sheridan K. Haley,

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

J. REED
COMM. # 2407575
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
COMM. EXPIRES JULY 5, 2026

EXHIBIT "A"
Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:
PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5.

Property Address: 8340-8350 AUBURN BLVD., CITRUS HEIGHTS, CA 95610

RECORDING REQUESTED BY:
Stewart Title of California, Inc.

WHEN RECORDED MAIL TO:
AND MAIL TAX STATEMENT TO:

KS Mattson Partners, LP A California Limited Partnership
PO Box 5490
Vacaville, CA 95696

ORDER NO. 2004340
APN: 204-0461-042-0000

Property Addr: 8340-8350 Auburn Blvd, Citrus Heights, CA 95610

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	**202306120344**	Fees	$26.00
6/12/2023	10:54:37 AM	Taxes	$0.00
DT	Electronic	PCOR	$0.00
Titles	1	Paid	$26.00
Pages	3		

SPACE ABOVE THIS LINE FOR RECORDERS USE

GRANT DEED

****R&T Code 11911- Gift**

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is EXEMPT

CITY TAX $0.00

☐ Monument Preservation Fee is:
☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale.
☐ Unincorporated area ☒ City of Citrus Heights

Exempt from fee under GC 27388.1(a)(1): fee cap of $225 reached

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Joseph A. Giacinto Jr and Rebecca A. Giacinto, as Trustees of the Joseph A. Giacinto Jr and Rebecca A. Giacinto Revocable Trust dated September 28, 2005

hereby GRANT(S) to

KS Mattson Partners, LP A California Limited Partnership

the following described real property in the City of Citrus Heights, County of Sacramento, State of California

See Exhibit "A" attached hereto and made a part hereof.

Date: May 22, 2023

Joseph A. Giacinto Jr and Rebecca A. Giacinto, as Trustees of the Joseph A. Giacinto Jr and Rebecca A. Giacinto Revocable Trust dated September 28, 2005

BY: _____ TRUSTEE
Joseph A. Giacinto, Jr. Trustee

BY: Rebecca A. Giacinto, Trustee
Rebecca A. Giacinto, Trustee

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 Sacramento
On June 1, 2023 before me Jennifer L Worrall, Notary Public, personally appeared Joseph A Giacinto, Jr. Trustee and Rebecca A Giacinto, Trustee, 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 Jennifer L Worrall (Seal)

MAIL TAX STATEMENT AS DIRECTED ABOVE

JENNIFER L. WORRALL
Notary Public - California
Santa Clara County
Commission # 2357879
My Comm. Expires May 16, 2025

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel A of that certain Parcel Map entitled, 'Being a portion of Lot 4 of Twin Oaks filed at 16 BM 43", filed in the Office of the County Recorder of Sacramento on September 2, 1983, in Book 77 of Parcel Maps, at Page 5.

Excepting therefrom, all that portion granted to the City of Citrus Heights, a municipal corporation of the State of California in Grant Deed recorded October 1, 2018 as Doc # 201810011416, of Official Records, more particularly described as follows:

Being a portion of Parcel A as delineated on that particular Parcel Map filed in Book 77 at Page 5 in the Sacramento County Recorder's Office.

Beginning at a point from which the Southwest corner of said Parcel A bears S 88°57'35" W 42.00 feet; thence from the point of beginning N 00°36'45" W, 161.25 feet; thence along a curve to the right and having a radius of 25.00 feet and a chord bearing and distance of N 44°08'04" E, 35.20 feet; thence N 88°52'52" E, 0.65 feet; thence S 01°02'28" E, 0.41 feet; thence along a curve to the left and having a radius of 18.50 feet and a chord bearing and distance of S 44°01'46" W, 26.13 feet; thence S 00°54'00",104.60 feet thence S 00°49'09" E, 41.15 feet; thence S 20°51'28" W, 16.03 feet; thence S 00°54'00" E, 6.57 feet; thence S 88°57'35" W,1.91 feet to the point of beginning.

RECORDING REQUESTED BY:
Stewart Title of California, Inc.

WHEN RECORDED MAIL TO:
AND MAIL TAX STATEMENT TO:

KS Mattson Partners, LP A California Limited Partnership
PO Box 5490
Vacaville, CA 95696

ORDER NO. 2004340
APN: 204-0461-042-0000

Property Addr: 8340-8350 Auburn Blvd, Citrus Heights, CA 95610

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	202306120343	Fees	$26.00
6/12/2023	10:54:37 AM	Taxes	$0.00
DT	Electronic	PCOR	$0.00
Titles	1	Paid	$26.00
Pages	3		

SPACE ABOVE THIS LINE FOR RECORDERS USE

GRANT DEED

****R&T Code 11911- Gift**

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is EXEMPT

CITY TAX $0.00

☐ Monument Preservation Fee is:
☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale.
☐ Unincorporated area ☒ City of Citrus Heights

Exempt from fee under GC 27388.1(a)(1); fee cap of $225 reached

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

James Mattson and Rachel Mattson, husband and wife

hereby GRANT(S) to

KS Mattson Partners, LP A California Limited Partnership

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

See Exhibit "A" attached hereto and made a part hereof.

Date: May 22, 2023

BY: _____
James Mattson

BY: _____
Rachel Mattson

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~~ Colorado
County of ~~Sacramento~~ Arapahoe
On 5-26-2023 before me Samuel Foxworthy, Notary Public, personally appeared James Mattson and Rachel Mattson, who proved to me on the basis of satisfactory evidence to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)

SAMUEL AARON FOXWORTHY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224035687
COMMISSION EXPIRES 09/12/26

MAIL TAX STATEMENT AS DIRECTED ABOVE

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel A of that certain Parcel Map entitled, 'Being a portion of Lot 4 of Twin Oaks filed at 16 BM 43", filed in the Office of the County Recorder of Sacramento on September 2, 1983, in Book 77 of Parcel Maps, at Page 5.

Excepting therefrom, all that portion granted to the City of Citrus Heights, a municipal corporation of the State of California in Grant Deed recorded October 1, 2018 as Doc # 201810011416, of Official Records, more particularly described as follows:

Being a portion of Parcel A as delineated on that particular Parcel Map filed in Book 77 at Page 5 in the Sacramento County Recorder's Office.

Beginning at a point from which the Southwest corner of said Parcel A bears S 88°57'35" W 42.00 feet, thence from the point of beginning N 00°36'45" W, 161.25 feet; thence along a curve to the right and having a radius of 25.00 feet and a chord bearing and distance of N 44°08'04" E, 35.20 feet; thence N 88°52'52" E, 0.65 feet; thence S 01°02'28" E, 0.41 feet; thence along a curve to the left and having a radius of 18.50 feet and a chord bearing and distance of S 44°01'46" W, 26.13 feet; thence S 00°54'00",104.60 feet thence S 00°49'09" E, 41.15 feet; thence S 20°51'28" W, 16.03 feet; thence S 00°54'00" E, 6.57 feet; thence S 88°57'35" W,1.91 feet to the point of beginning.

RECORDING REQUESTED BY:
Stewart Title of California, Inc.

WHEN RECORDED MAIL TO:
AND MAIL TAX STATEMENT TO:

KS Mattson Partners, LP A California Limited Partnership
PO Box 5490
Vacaville, CA 95696

ORDER NO. 2004340
APN: 204-0461-042-0000

Property Addr: 8340-8350 Auburn Blvd, Citrus Heights, CA 95610

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	202306120342	Fees	$26.00
6/12/2023	10:54:36 AM	Taxes	$0.00
DT	Electronic	PCOR	$0.00
Titles	1	Paid	$26.00
Pages	3		

SPACE ABOVE THIS LINE FOR RECORDERS USE

GRANT DEED

****R&T Code 11911- Gift**

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is EXEMPT

CITY TAX $0.00

☐ Monument Preservation Fee is:
☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale.
☐ Unincorporated area ☒ City of Citrus Heights

Exempt from fee under GC 27388.1(a)(1); fee cap of $225 reached

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Patrick McMullen, Trustee of "the Patrick McMullen Living Trust utd. dated 4/26/2004

hereby GRANT(S) to

KS Mattson Partners, LP A California Limited Partnership

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

See Exhibit "A" attached hereto and made a part hereof.

Date: May 22, 2023

Patrick McMullen, Trustee of "the Patrick McMullen Living Trust utd, dated 4/26/2004

BY: _____
Patrick McMullen, Trustee

BY: _____

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 ~~Sacramento~~ Placer
On May 26, 2023 before me Brenna Lautej, Notary Public, personally appeared Patrick McMullen, who proved to me on the basis of satisfactory evidence to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official ~~seal~~.

Signature _____ (Seal)

BENNIA LAUTEJ
COMM. # 2395011
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
COMM. EXPIRES FEB. 26, 2026

MAIL TAX STATEMENT AS DIRECTED ABOVE

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel A of that certain Parcel Map entitled, 'Being a portion of Lot 4 of Twin Oaks filed at 16 BM 43", filed in the Office of the County Recorder of Sacramento on September 2, 1983, in Book 77 of Parcel Maps, at Page 5.

Excepting therefrom, all that portion granted to the City of Citrus Heights, a municipal corporation of the State of California in Grant Deed recorded October 1, 2018 as Doc # 201810011416, of Official Records, more particularly described as follows:

Being a portion of Parcel A as delineated on that particular Parcel Map filed in Book 77 at Page 5 in the Sacramento County Recorder's Office.

Beginning at a point from which the Southwest corner of said Parcel A bears S 88°57'35" W 42.00 feet; thence from the point of beginning N 00°36'45" W, 161.25 feet; thence along a curve to the right and having a radius of 25.00 feet and a chord bearing and distance of N 44°08'04" E, 35.20 feet; thence N 88°52'52" E, 0.65 feet; thence S 01°02'28" E, 0.41 feet; thence along a curve to the left and having a radius of 18.50 feet and a chord bearing and distance of S 44°01'46" W, 26.13 feet; thence S 00°54'00",104.60 feet thence S 00°49'09" E, 41.15 feet; thence S 20°51'28" W, 16.03 feet; thence S 00°54'00" E, 6.57 feet; thence S 88°57'35" W,1.91 feet to the point of beginning.

RECORDING REQUESTED BY:
Stewart Title of California, Inc.

WHEN RECORDED MAIL TO:
AND MAIL TAX STATEMENT TO:

KS Mattson Partners, LP A California Limited Partnership
PO Box 5490
Vacaville, CA 95696

ORDER NO. 2004340
APN: 204-0461-042-0000

Property Addr: 8340-8350 Auburn Blvd, Citrus Heights, CA 95610

Sacramento County
Donna Allred, Clerk/Recorder

Doc # 202306120341

6/12/2023	10:54:36 AM	Fees	$26.00
DT	Electronic	Taxes	$0.00
Titles 1		PCOR	$0.00
Pages 3		Paid	$26.00

SPACE ABOVE THIS LINE FOR RECORDERS USE

GRANT DEED

**R&T Code 11911- Gift

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is EXEMPT

CITY TAX $0.00

☐ Monument Preservation Fee is:
☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale.
☐ Unincorporated area ☒ City of Citrus Heights

Exempt from fee under GC 27388.1(a)(1); fee cap of $225 reached

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Howard I. Goodwin, Trustee of the Howard I. Goodwin Living Trust dated August 11, 2009

hereby GRANT(S) to

KS Mattson Partners, LP A California Limited Partnership

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

See Exhibit "A" attached hereto and made a part hereof.

Date: May ~~22~~ 26, 2023

Howard I. Goodwin, Trustee of the Howard I. Goodwin Living Trust dated August 11, 2009

BY: Howard I. Goodwin, Trustee
Howard I. Goodwin, Trustee

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 ~~Sacramento~~ Solano
On May 26, 2023 before me Brandon Isrel
Howard I. Goodwin, Notary Public, personally appeared
basis of satisfactory evidence to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)

MAIL TAX STATEMENT AS DIRECTED ABOVE

BRANDON ISREL
Notary Public - California
Solano County
Commission # 2386726
My Comm. Expires Dec 14, 2025

Order No.: 2004340
Grant Deed Sale

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel A of that certain Parcel Map entitled, 'Being a portion of Lot 4 of Twin Oaks filed at 16 BM 43", filed in the Office of the County Recorder of Sacramento on September 2, 1983, in Book 77 of Parcel Maps, at Page 5.

Excepting therefrom, all that portion granted to the City of Citrus Heights, a municipal corporation of the State of California in Grant Deed recorded October 1, 2018 as Doc # 201810011416, of Official Records, more particularly described as follows:

Being a portion of Parcel A as delineated on that particular Parcel Map filed in Book 77 at Page 5 in the Sacramento County Recorder's Office.

Beginning at a point from which the Southwest corner of said Parcel A bears S 88°57'35" W 42.00 feet; thence from the point of beginning N 00°36'45" W, 161.25 feet; thence along a curve to the right and having a radius of 25.00 feet and a chord bearing and distance of N 44°08'04" E, 35.20 feet; thence N 88°52'52" E, 0.65 feet; thence S 01°02'28" E, 0.41 feet; thence along a curve to the left and having a radius of 18.50 feet and a chord bearing and distance of S 44°01'46" W, 26.13 feet; thence S 00°54'00",104.60 feet thence S 00°49'09" E, 41.15 feet; thence S 20°51'28" W, 16.03 feet; thence S 00°54'00" E, 6.57 feet; thence S 88°57'35" W,1.91 feet to the point of beginning.

RECORDING REQUESTED BY:
Stewart Title of California, Inc.

WHEN RECORDED MAIL TO:
AND MAIL TAX STATEMENT TO:

KS Mattson Partners, LP A California Limited Partnership
PO Box 5490
Vacaville, CA 95696

ORDER NO. 2004340
APN: 204-0461-042-0000

Property Addr: 8340-8350 Auburn Blvd, Citrus Heights, CA 95610

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	202306120340	Fees	$26.00
6/12/2023	10:54:35 AM	Taxes	$0.00
DT	Electronic	PCOR	$0.00
Titles	1	Paid	$26.00
Pages	3		

SPACE ABOVE THIS LINE FOR RECORDERS USE

GRANT DEED

**R&T Code 11911- Gift

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is EXEMPT

CITY TAX $0.00

☐ Monument Preservation Fee is:
☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale.
☐ Unincorporated area ☒ City of Citrus Heights

Exempt from fee under GC 27388.1(a)(1): fee cap of $225 reached

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

William J. Reese, a married man, as his sole and separate property

hereby GRANT(S) to

KS Mattson Partners, LP A California Limited Partnership

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

See Exhibit "A" attached hereto and made a part hereof.

Date: May 22, 2023

BY: William J Reese 5-26-23
William J. Reese

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 ~~Sacramento~~ Solano
On 5/26/2023 before me Michelle Belandres, Notary Public, personally appeared William J. Reese, who proved to me on the basis of satisfactory evidence to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)

MAIL TAX STATEMENT AS DIRECTED ABOVE

MICHELLE BELANDRES
COMM. # 2355136
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
COMM. EXPIRES APR. 21, 2025

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel A of that certain Parcel Map entitled, 'Being a portion of Lot 4 of Twin Oaks filed at 16 BM 43", filed in the Office of the County Recorder of Sacramento on September 2, 1983, in Book 77 of Parcel Maps, at Page 5.

Excepting therefrom, all that portion granted to the City of Citrus Heights, a municipal corporation of the State of California in Grant Deed recorded October 1, 2018 as Doc # 201810011416, of Official Records, more particularly described as follows:

Being a portion of Parcel A as delineated on that particular Parcel Map filed in Book 77 at Page 5 in the Sacramento County Recorder's Office.

Beginning at a point from which the Southwest corner of said Parcel A bears S 88°57'35" W 42.00 feet; thence from the point of beginning N 00°36'45" W, 161.25 feet; thence along a curve to the right and having a radius of 25.00 feet and a chord bearing and distance of N 44°08'04" E, 35.20 feet; thence N 88°52'52" E, 0.65 feet; thence S 01°02'28" E, 0.41 feet; thence along a curve to the left and having a radius of 18.50 feet and a chord bearing and distance of S 44°01'46" W, 26.13 feet; thence S 00°54'00",104.60 feet thence S 00°49'09" E, 41.15 feet; thence S 20°51'28" W, 16.03 feet; thence S 00°54'00" E, 6.57 feet; thence S 88°57'35" W,1.91 feet to the point of beginning.

RECORDING REQUESTED BY:
Stewart Title of California, Inc.

WHEN RECORDED MAIL TO:
AND MAIL TAX STATEMENT TO:

KS Mattson Partners, LP A California Limited Partnership
PO Box 5490
Vacaville, CA 95696

ORDER NO. 2004340
APN: 204-0461-042-0000

Property Addr: 8340-8350 Auburn Blvd, Citrus Heights, CA 95610

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	**202306120339**	Fees	$26.00
6/12/2023	10:54:34 AM	Taxes	$0.00
DT	Electronic	PCOR	$0.00
Titles	1	Paid	$26.00
Pages	3		

SPACE ABOVE THIS LINE FOR RECORDERS USE

GRANT DEED

****R&T Code 11911- Gift**

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is EXEMPT

CITY TAX $0.00

☐ Monument Preservation Fee is:
☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale.
☐ Unincorporated area ☒ City of Citrus Heights

Exempt from fee under GC 27388.1(a)(1); fee cap of $225 reached

Exempt from fee under GC 27388.1(a)(1): fee cap of $225 reached

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Ronald W. Dennison and Deborah A. Dennison, Trustees of the Dennison Living Trust dated June 18, 2003

hereby GRANT(S) to

KS Mattson Partners, LP A California Limited Partnership

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

See Exhibit "A" attached hereto and made a part hereof.

Date: May 22, 2023

Ronald W. Dennison and Deborah A. Dennison, Trustees of the Dennison Living Trust dated June 18, 2003 any amendments thereto

BY: _____
Ronald W. Dennison, Trustee

BY: _____
Deborah A. Dennison, Trustee

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 Santa Clara
On 05/27/23 before me M. PADILLA, Notary Public, personally appeared DEBORAH A. DENNISON, RONALD W. DENNISON, who proved to me on the basis of satisfactory evidence to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)

M. PADILLA
COMM. # 2434898
NOTARY PUBLIC-CALIFORNIA
SANTA CLARA COUNTY
MY COMM. EXP. JAN. 17, 2027

MAIL TAX STATEMENT AS DIRECTED ABOVE

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel A of that certain Parcel Map entitled, 'Being a portion of Lot 4 of Twin Oaks filed at 16 BM 43", filed in the Office of the County Recorder of Sacramento on September 2, 1983, in Book 77 of Parcel Maps, at Page 5.

Excepting therefrom, all that portion granted to the City of Citrus Heights, a municipal corporation of the State of California in Grant Deed recorded October 1, 2018 as Doc # 201810011416, of Official Records, more particularly described as follows:

Being a portion of Parcel A as delineated on that particular Parcel Map filed in Book 77 at Page 5 in the Sacramento County Recorder's Office.

Beginning at a point from which the Southwest corner of said Parcel A bears S 88°57'35" W 42.00 feet; thence from the point of beginning N 00°36'45" W, 161.25 feet; thence along a curve to the right and having a radius of 25.00 feet and a chord bearing and distance of N 44°08'04" E, 35.20 feet; thence N 88°52'52" E, 0.65 feet; thence S 01°02'28" E, 0.41 feet; thence along a curve to the left and having a radius of 18.50 feet and a chord bearing and distance of S 44°01'46" W, 26.13 feet; thence S 00°54'00",104.60 feet thence S 00°49'09" E, 41.15 feet; thence S 20°51'28" W, 16.03 feet; thence S 00°54'00" E, 6.57 feet; thence S 88°57'35" W,1.91 feet to the point of beginning.

RECORDING REQUESTED BY:
Stewart Title of California, Inc.

WHEN RECORDED MAIL TO:
AND MAIL TAX STATEMENT TO:

KS Mattson Partners, LP A California Limited Partnership
PO Box 5490
Vacaville, CA 95696

ORDER NO. 2004340
APN: 204-0461-042-0000

Property Addr: 8340-8350 Auburn Blvd, Citrus Heights, CA 95610

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	202306120338	Fees	$26.00
6/12/2023	10:54:34 AM	Taxes	$0.00
DT	Electronic	PCOR	$0.00
Titles	1	Paid	$26.00
Pages	3		

SPACE ABOVE THIS LINE FOR RECORDERS USE

GRANT DEED

**R&T Code 11911- Gift

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is EXEMPT

CITY TAX $0.00

☐ Monument Preservation Fee is:
☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale.
☐ Unincorporated area ☒ City of Citrus Heights

Exempt from fee under GC 27388.1(a)(1)i fee cap of $225 reached

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Dale Everett Pollock and Joanna Elizabeth Pollock, Trustees of the Dale Everett Pollock and Joanna Elizabeth Pollock Revocable Trust dated December 20, 2013

hereby GRANT(S) to

KS Mattson Partners, LP A California Limited Partnership

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

See Exhibit "A" attached hereto and made a part hereof.

Date: May 22, 2023

Dale Everett Pollock and Joanna Elizabeth Pollock, Trustees
of the Dale Everett Pollock and Joanna Elizabeth Pollock
Revocable Trust dated December 20, 2013

BY: Dale E Pollock
Dale Everett Pollock, Trustee

BY: Joanna Pollock
Joanna Elizabeth Pollock, Trustee

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 L.G.
County of ~~Sacramento~~ SANTA CRUZ
On MAY 29, 2025 before me LUIS GARCIA, Notary Public, personally appeared DALE EVERETT POLLOCK AND JOANNA ELIZABETH POLLOCK, who proved to me on the basis of satisfactory evidence to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)

MAIL TAX STATEMENT AS DIRECTED ABOVE

LUIS GARCIA
Notary Public - California
Santa Clara County
Commission # 2400274
My Comm. Expires May 7, 2026

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel A of that certain Parcel Map entitled, 'Being a portion of Lot 4 of Twin Oaks filed at 16 BM 43", filed in the Office of the County Recorder of Sacramento on September 2, 1983, in Book 77 of Parcel Maps, at Page 5.

Excepting therefrom, all that portion granted to the City of Citrus Heights, a municipal corporation of the State of California in Grant Deed recorded October 1, 2018 as Doc # 201810011416, of Official Records, more particularly described as follows:

Being a portion of Parcel A as delineated on that particular Parcel Map filed in Book 77 at Page 5 in the Sacramento County Recorder's Office.

Beginning at a point from which the Southwest corner of said Parcel A bears S 88°57'35" W 42.00 feet; thence from the point of beginning N 00°36'45" W, 161.25 feet; thence along a curve to the right and having a radius of 25.00 feet and a chord bearing and distance of N 44°08'04" E, 35.20 feet; thence N 88°52'52" E, 0.65 feet; thence S 01°02'28" E, 0.41 feet; thence along a curve to the left and having a radius of 18.50 feet and a chord bearing and distance of S 44°01'46" W, 26.13 feet; thence S 00°54'00",104.60 feet thence S 00°49'09" E, 41.15 feet; thence S 20°51'28" W, 16.03 feet, thence S 00°54'00" E, 6.57 feet; thence S 88°57'35" W,1.91 feet to the point of beginning.

RECORDING REQUESTED BY:
Stewart Title of California, Inc.

WHEN RECORDED MAIL TO:
AND MAIL TAX STATEMENT TO:

KS Mattson Partners, LP A California Limited Partnership
PO Box 5490
Vacaville, CA 95696

ORDER NO. 2004340
APN: 204-0461-042-0000

Property Addr: 8340-8350 Auburn Blvd, Citrus Heights, CA 95610

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	**202306120337**	Fees	$26.00
6/12/2023	10:54:33 AM	Taxes	$0.00
DT	Electronic	PCOR	$0.00
Titles	1	Paid	$26.00
Pages	3		

SPACE ABOVE THIS LINE FOR RECORDERS USE

GRANT DEED

R+T Code 11911 - Gift

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is $
CITY TAX $0.00

☐ Monument Preservation Fee is:
☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale.
☐ Unincorporated area ☒ City of Citrus Heights

Exempt from fee under GC 27388.1(a)(1) fee cap of $225 reached

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Michael Niezelski and Susan Niezelski, husband and wife

hereby GRANT(S) to

KS Mattson Partners, LP A California Limited Partnership

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

See Exhibit "A" attached hereto and made a part hereof.

Date: May 22, 2023

BY: _____
Michael Niezelski

BY: _____
Susan Niezelski

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~~ Maryland
County of ~~Sacramento~~ Howard
On 05/31/2023 before me Eyrusalem Fantaw, Notary Public, personally appeared ~~Michael~~ Susan Niezelski & Michael Niezelski, 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~~ Maryland that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)

MAIL TAX STATEMENT AS DIRECTED ABOVE

EYRUSALEM FANTAW
NOTARY PUBLIC
PRINCE GEORGE'S COUNTY
MARYLAND
My Commission Expires 06-14-2023

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel A of that certain Parcel Map entitled, "Being a portion of Lot 4 of Twin Oaks filed at 16 BM 43", filed in the Office of the County Recorder of Sacramento on September 2, 1983, in Book 77 of Parcel Maps, at Page 5.

Excepting therefrom, all that portion granted to the City of Citrus Heights, a municipal corporation of the State of California in Grant Deed recorded October 1, 2018 as Doc # 201810011416, of Official Records, more particularly described as follows:

Being a portion of Parcel A as delineated on that particular Parcel Map filed in Book 77 at Page 5 in the Sacramento County Recorder's Office.

Beginning at a point from which the Southwest corner of said Parcel A bears S 88°57'35" W 42.00 feet; thence from the point of beginning N 00°36'45" W, 161.25 feet; thence along a curve to the right and having a radius of 25.00 feet and a chord bearing and distance of N 44°08'04" E, 35.20 feet; thence N 88°52'52" E, 0.65 feet; thence S 01°02'28" E, 0.41 feet; thence along a curve to the left and having a radius of 18.50 feet and a chord bearing and distance of S 44°01'46" W, 26.13 feet; thence S 00°54'00",104.60 feet thence S 00°49'09" E, 41.15 feet; thence S 20°51'28" W, 16.03 feet; thence S 00°54'00" E, 6.57 feet; thence S 88°57'35" W,1.91 feet to the point of beginning.

RECORDING REQUESTED BY:
Stewart Title of California, Inc.

WHEN RECORDED MAIL TO:
AND MAIL TAX STATEMENT TO:

KS Mattson Partners, LP A California Limited Partnership
PO Box 5490
Vacaville, CA 95696

ORDER NO. 2004340
APN: 204-0461-042-0000

Property Addr: 8340-8350 Auburn Blvd, Citrus Heights, CA 95610

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	202306120336	Fees	$26.00
6/12/2023	10:54:32 AM	Taxes	$0.00
DT	Electronic	PCOR	$0.00
Titles	1	Paid	$26.00
Pages	3		

SPACE ABOVE THIS LINE FOR RECORDERS USE

GRANT DEED

****R&T Code 11911- Gift**

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is EXEMPT

CITY TAX $0.00

☐ Monument Preservation Fee is:
☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale.
☐ Unincorporated area ☒ City of Citrus Heights

Exempt from fee under GC 27388.1(a)(1); fee cap of $225 reached

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Christopher A. Krive and Aimay Chang Krive, husband and wife

hereby GRANT(S) to

KS Mattson Partners, LP A California Limited Partnership

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

See Exhibit "A" attached hereto and made a part hereof.

Date: May 22, 2023

BY: Christopher A. Krive
Christopher A. Krive

BY: Aimay Chang Krive
Aimay Chang Krive

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 ~~Sacramento~~ Sonoma
On May 20, 2023 before me Adriana Ceron Mendoza, Notary Public, personally appeared Christopher A Krive, Aimay Chang Krive who ~~proved~~ to me on the basis of satisfactory evidence to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature: _____ (Seal)

MAIL TAX STATEMENT AS DIRECTED ABOVE

ADRIANA CERON MENDOZA
Notary Public - California
Sonoma County
Commission # 2406936
My Comm. Expires Jun 5, 2026

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel A of that certain Parcel Map entitled, 'Being a portion of Lot 4 of Twin Oaks filed at 16 BM 43", filed in the Office of the County Recorder of Sacramento on September 2, 1983, in Book 77 of Parcel Maps, at Page 5.

Excepting therefrom, all that portion granted to the City of Citrus Heights, a municipal corporation of the State of California in Grant Deed recorded October 1, 2018 as Doc # 201810011416, of Official Records, more particularly described as follows:

Being a portion of Parcel A as delineated on that particular Parcel Map filed in Book 77 at Page 5 in the Sacramento County Recorder's Office.

Beginning at a point from which the Southwest corner of said Parcel A bears S 88°57'35" W 42.00 feet; thence from the point of beginning N 00°36'45" W, 161.25 feet; thence along a curve to the right and having a radius of 25.00 feet and a chord bearing and distance of N 44°08'04" E, 35.20 feet; thence N 88°52'52" E, 0.65 feet; thence S 01°02'28" E, 0.41 feet; thence along a curve to the left and having a radius of 18.50 feet and a chord bearing and distance of S 44°01'46" W, 26.13 feet; thence S 00°54'00",104.60 feet thence S 00°49'09" E, 41.15 feet; thence S 20°51'28" W, 16.03 feet; thence S 00°54'00" E, 6.57 feet; thence S 88°57'35" W,1.91 feet to the point of beginning.

RECORDING REQUESTED BY:
Stewart Title of California, Inc.

WHEN RECORDED MAIL TO:
AND MAIL TAX STATEMENT TO:

KS Mattson Partners, LP A California Limited Partnership
PO Box 5490
Vacaville, CA 95696

ORDER NO. 2004340
APN: 204-0461-042-0000

Property Addr: 8340-8350 Auburn Blvd, Citrus Heights, CA 95610

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	202306120335	Fees	$26.00
6/12/2023	10:54:32 AM	Taxes	$0.00
DT	Electronic	PCOR	$0.00
Titles	1	Paid	$26.00
Pages	3		

SPACE ABOVE THIS LINE FOR RECORDERS USE

GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is $ CITY TAX $0.00

☐ Monument Preservation Fee is:
☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale.
☐ Unincorporated area ☒ City of Citrus Heights

Exempt from fee under GC 27388.1(a)(1); fee cap of $225 reached

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Farideh Afrakhteh, an unmarried person

hereby GRANT(S) to

KS Mattson Partners, LP A California Limited Partnership

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

See Exhibit "A" attached hereto and made a part hereof.

Date: May 22, 2023

BY: _____
Farideh Afrakhteh

BY: _____

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.

Commonwealth of Virginia
County of Isle of Wight

On June 6, 2023 before me Jennifer Lee Williamson, Notary Public, personally appeared Farideh Afrakhteh, 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 Virginia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jennifer Lee Williamson (Seal)

MAIL TAX STATEMENT AS DIRECTED ABOVE

JENNIFER LEE WILLIAMSON
Electronic Notary Public
Commonwealth of Virginia
Registration No. 7880274
My Commission Expires Sep 30, 2024

This Notarization was conducted using audio/video technology provided by eNotaryLog, LLC

Session ID: 2b732fd7-c531-4217-b207-45f3060ce87b

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel A of that certain Parcel Map entitled, 'Being a portion of Lot 4 of Twin Oaks filed at 16 BM 43", filed in the Office of the County Recorder of Sacramento on September 2, 1983, in Book 77 of Parcel Maps, at Page 5.

Excepting therefrom, all that portion granted to the City of Citrus Heights, a municipal corporation of the State of California in Grant Deed recorded October 1, 2018 as Doc # 201810011418, of Official Records, more particularly described as follows:

Being a portion of Parcel A as delineated on that particular Parcel Map filed in Book 77 at Page 5 in the Sacramento County Recorder's Office.

Beginning at a point from which the Southwest corner of said Parcel A bears S 88°57'35" W 42.00 feet; thence from the point of beginning N 00°36'45" W, 161.25 feet; thence along a curve to the right and having a radius of 25.00 feet and a chord bearing and distance of N 44°08'04" E, 35.20 feet; thence N 88°52'52" E, 0.65 feet; thence S 01°02'28" E, 0.41 feet; thence along a curve to the left and having a radius of 18.50 feet and a chord bearing and distance of S 44°01'46" W, 26.13 feet; thence S 00°54'00",104.60 feet thence S 00°49'09" E, 41.15 feet; thence S 20°51'28" W, 16.03 feet; thence S 00°54'00" E, 6.57 feet; thence S 88°57'35" W,1.91 feet to the point of beginning.

RECORDING REQUESTED BY:
Stewart Title of California, Inc.

WHEN RECORDED MAIL TO:
AND MAIL TAX STATEMENT TO:

KS Mattson Partners, LP A California Limited Partnership
PO Box 5490
Vacaville, CA 95696

ORDER NO. 2004340
APN: 204-0461-042-0000

Property Addr: 8340-8350 Auburn Blvd, Citrus Heights, CA 95610

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	**202306120334**	Fees	$26.00
6/12/2023	10:54:31 AM	Taxes	$0.00
DT	Electronic	PCOR	$0.00
Titles	1	Paid	$26.00
Pages	3		

SPACE ABOVE THIS LINE FOR RECORDERS USE

GRANT DEED

****R&T Code 11911- Gift**

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is EXEMPT

CITY TAX $0.00

☐ Monument Preservation Fee is:
☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale.
☐ Unincorporated area ☒ City of Citrus Heights

Exempt from fee under GC 27388.1(a)(1); fee cap of $225 reached

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Thomas J. Mack and Edyth Hayashi Mack, Trustees of the Thomas J. Mack and Edyth Hayashi Mack Living Trust utd, December 26, 2006

hereby GRANT(S) to

KS Mattson Partners, LP A California Limited Partnership

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

See Exhibit "A" attached hereto and made a part hereof.

Date: May 22, 2023

Thomas J. Mack and Edyth Hayashi Mack, Trustees of the
Thomas J. Mack and Edyth Hayashi Mack Living Trust utd.
December 26, 2006

BY: Thomas J Mack Trustee
Thomas J. Mack, Trustee

BY: Edyth Hayashi Mack
Edyth Hayashi Mack, Trustee

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 ~~Sacramento~~ Solano
On 05/27/2023 before me Renee Emmons, Notary Public, personally appeared Edyth Hayashi Mack and Thomas J. Mack, who proved to me on the basis of satisfactory evidence to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)

MAIL TAX STATEMENT AS DIRECTED ABOVE

RENEE EMMONS
COMMISSION #2393559
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
MY COMMISSION EXPIRES
MARCH 9, 2026

Case: 24-10715 Doc# 192-17 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 100 of 631

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel A of that certain Parcel Map entitled, 'Being a portion of Lot 4 of Twin Oaks filed at 16 BM 43", filed in the Office of the County Recorder of Sacramento on September 2, 1983, in Book 77 of Parcel Maps, at Page 5.

Excepting therefrom, all that portion granted to the City of Citrus Heights, a municipal corporation of the State of California in Grant Deed recorded October 1, 2018 as Doc # 201810011416, of Official Records, more particularly described as follows:

Being a portion of Parcel A as delineated on that particular Parcel Map filed in Book 77 at Page 5 in the Sacramento County Recorder's Office.

Beginning at a point from which the Southwest corner of said Parcel A bears S 88°57'35" W 42.00 feet; thence from the point of beginning N 00°36'45" W, 161.25 feet; thence along a curve to the right and having a radius of 25.00 feet and a chord bearing and distance of N 44°08'04" E, 35.20 feet; thence N 88°52'52" E, 0.65 feet; thence S 01°02'28" E, 0.41 feet; thence along a curve to the left and having a radius of 18.50 feet and a chord bearing and distance of S 44°01'46" W, 26.13 feet; thence S 00°54'00",104.60 feet thence S 00°49'09" E, 41.15 feet; thence S 20°51'28" W, 16.03 feet; thence S 00°54'00" E, 6.57 feet; thence S 88°57'35" W,1.91 feet to the point of beginning.

RECORDING REQUESTED BY:
Stewart Title of California, Inc.

WHEN RECORDED MAIL TO:
AND MAIL TAX STATEMENT TO:

KS Mattson Partners, LP A California Limited Partnership
PO Box 5490
Vacaville, CA 95696

ORDER NO. 2004340
APN: 204-0461-042-0000

Property Addr: 8340-8350 Auburn Blvd, Citrus Heights, CA 95610

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	202306120333	Fees	$26.00
6/12/2023	10:54:31 AM	Taxes	$0.00
DT	Electronic	PCOR	$0.00
Titles	1	Paid	$26.00
Pages	3		

SPACE ABOVE THIS LINE FOR RECORDERS USE

GRANT DEED

****R&T Code 11911- Gift**

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is EXEMPT

CITY TAX $0.00
Exempt from fee under GC 27388.1(a)(1): fee cap of $220 reached

☐ Monument Preservation Fee is:
☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale.
☐ Unincorporated area ☒ City of Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Graham Michael Anderson and ~~Roberta~~ Teresa Susan Anderson, Trustees of the Anderson 2001 Revocable Trust dated June 12, 2001

hereby GRANT(S) to

KS Mattson Partners, LP A California Limited Partnership

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

See Exhibit "A" attached hereto and made a part hereof.

Date: May 22, 2023

Graham Michael Anderson and ~~Trisha~~ Teresa Susan Anderson, Trustees of the Anderson 2001 Revocable Trust dated June 12, 2001

BY: Graham Michael Anderson, Trustee
Graham Michael Anderson, Trustee

BY: Teresa Susan Anderson, Trustee
~~Trisha~~ Susan Anderson, Trustee
Teresa

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 ~~Sacramento~~ Santa Cruz
On May 30 2023 before me S. Lautenschlager-Bronk, Notary Public, personally appeared Graham Michael Anderson + Teresa Susan Anderson, 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 S. Lautenschlager-Bronk (Seal)

MAIL TAX STATEMENT AS DIRECTED ABOVE

NSP1 S. LAUTENSCHLAGER-BRONK COMM. #2320023 NOTARY PUBLIC - CALIFORNIA SANTA CRUZ COUNTY My Commission Expires 01/28/2024 NSP1

Case: 24-10715 Doc# 192-17 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 103 of 631

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel A of that certain Parcel Map entitled, 'Being a portion of Lot 4 of Twin Oaks filed at 16 BM 43", filed in the Office of the County Recorder of Sacramento on September 2, 1983, in Book 77 of Parcel Maps, at Page 5.

Excepting therefrom, all that portion granted to the City of Citrus Heights, a municipal corporation of the State of California in Grant Deed recorded October 1, 2018 as Doc # 201810011416, of Official Records, more particularly described as follows:

Being a portion of Parcel A as delineated on that particular Parcel Map filed in Book 77 at Page 5 in the Sacramento County Recorder's Office.

Beginning at a point from which the Southwest corner of said Parcel A bears S 88°57'35" W 42.00 feet; thence from the point of beginning N 00°36'45" W, 161.25 feet; thence along a curve to the right and having a radius of 25.00 feet and a chord bearing and distance of N 44°08'04" E, 35.20 feet; thence N 88°52'52" E, 0.65 feet; thence S 01°02'28" E, 0.41 feet; thence along a curve to the left and having a radius of 18.50 feet and a chord bearing and distance of S 44°01'46" W, 26.13 feet; thence S 00°54'00",104.60 feet thence S 00°49'09" E, 41.15 feet; thence S 20°51'28" W, 16.03 feet; thence S 00°54'00" E, 6.57 feet; thence S 88°57'35" W,1.91 feet to the point of beginning.

RECORDING REQUESTED BY:
Stewart Title of California, Inc.

WHEN RECORDED MAIL TO:
AND MAIL TAX STATEMENT TO:

KS Mattson Partners, LP A California Limited Partnership
PO Box 5490
Vacaville, CA 95696

ORDER NO. 2004340
APN: 204-0461-042-0000

Property Addr: 8340-8350 Auburn Blvd, Citrus Heights, CA 95610

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	202306120332	Fees	$26.00
6/12/2023	10:54:30 AM	Taxes	$0.00
DT	Electronic	PCOR	$0.00
Titles	1	Paid	$26.00
Pages	3		

SPACE ABOVE THIS LINE FOR RECORDERS USE

GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is EXEMPT

****R&T Code 11911 - Gift**

CITY TAX $0.00

☐ Monument Preservation Fee is:
☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale.
☐ Unincorporated area ☒ City of Citrus Heights

Exempt from fee under GC 27388.1(a)(1): fee cap of $225 reached

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Kenneth George Dow and Pauline Louise Dow, Trustees of the Kenneth George Dow and Pauline Louise Dow Revocable Living Trust under Declaration of Trust dated 07/02/2021

hereby GRANT(S) to

KS Mattson Partners, LP A California Limited Partnership

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

See Exhibit "A" attached hereto and made a part hereof.

Date: May 22, 2023

Kenneth George Dow and Pauline Louise Dow, Trustees of the Kenneth George Dow and Pauline Louise Dow Revocable Living Trust under Declaration of Trust dated 07/02/2021

BY: Kenneth George Dow 5/30/23
Kenneth George Dow, Trustee

BY: Pauline Louise Dow 5/30/23
Pauline Louise Dow, Trustee

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 Sacramento
On 05/30/2023 before me Shady Joy Vaughn, Notary Public, personally appeared Kenneth George Dow, Pauline Louise Dow, who proved to me on the basis of satisfactory evidence to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)

SHADY JOY VAUGHN
Notary Public - California
Sacramento County
Commission # 2391749
My Comm. Expires Jan 26, 2026

MAIL TAX STATEMENT AS DIRECTED ABOVE

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel A of that certain Parcel Map entitled, 'Being a portion of Lot 4 of Twin Oaks filed at 16 BM 43", filed in the Office of the County Recorder of Sacramento on September 2, 1983, in Book 77 of Parcel Maps, at Page 5.

Excepting therefrom, all that portion granted to the City of Citrus Heights, a municipal corporation of the State of California in Grant Deed recorded October 1, 2018 as Doc # 201810011416, of Official Records, more particularly described as follows:

Being a portion of Parcel A as delineated on that particular Parcel Map filed in Book 77 at Page 5 in the Sacramento County Recorder's Office.

Beginning at a point from which the Southwest corner of said Parcel A bears S 88°57'35" W 42.00 feet; thence from the point of beginning N 00°36'45" W, 161.25 feet; thence along a curve to the right and having a radius of 25.00 feet and a chord bearing and distance of N 44°08'04" E, 35.20 feet; thence N 88°52'52" E, 0.65 feet; thence S 01°02'28" E, 0.41 feet; thence along a curve to the left and having a radius of 18.50 feet and a chord bearing and distance of S 44°01'46" W, 26.13 feet; thence S 00°54'00",104.60 feet thence S 00°49'09" E, 41.15 feet; thence S 20°51'28" W, 16.03 feet; thence S 00°54'00" E, 6.57 feet; thence S 88°57'35" W,1.91 feet to the point of beginning.

RECORDING REQUESTED BY:
Stewart Title of California, Inc.

WHEN RECORDED MAIL TO:
AND MAIL TAX STATEMENT TO:

KS Mattson Partners, LP A California Limited Partnership
PO Box 5490
Vacaville, CA 95696

ORDER NO. 2004340
APN: 204-0461-042-0000

Property Addr: 8340-8350 Auburn Blvd, Citrus Heights, CA 95610

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	202306120331	Fees	$101.00
6/12/2023	10:54:30 AM	Taxes	$0.00
DT	Electronic	PCOR	$0.00
Titles	1	Paid	$101.00
Pages	3		

SPACE ABOVE THIS LINE FOR RECORDERS USE

GRANT DEED

**R&T Code 11911- Gift

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is EXEMPT

CITY TAX $0.00

☐ Monument Preservation Fee is:
☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale.
☐ Unincorporated area ☒ City of Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Luis U. Martinez and Elizabeth N. Martinez, Trustee of the Luis Urbano Martinez and Elizabeth Naomi Martinez Revocable Intervivous Trust dated July 8, 1998

hereby GRANT(S) to

KS Mattson Partners, LP A California Limited Partnership

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

See Exhibit "A" attached hereto and made a part hereof.

Date: May 22, 2023

Luis U. Martinez and Elizabeth N. Martinez, Trustee of the
Luis Urbano Martinez and Elizabeth Naomi Martinez
Revocable Interviyous Trust dated July 6, 1998

BY: Luis U. Martinez
Luis U. Martinez, Trustee

BY: Elizabeth N. Martinez
Elizabeth N. Martinez, Trustee

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~~ Tennessee
County of ~~Sacramento~~ Wilson
On May 27, 2023 before me Andrew Pfeifle, Notary Public, personally appeared Luis U Martinez & Elizabeth N. Martinez, 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~~ Tennesee that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)

MAIL TAX STATEMENT AS DIRECTED ABOVE

ANDREW MICHAEL PFEIFLE
STATE OF TENNESSEE
NOTARY PUBLIC
WILSON COUNTY
MY COMMISSION EXPIRES 12-2-2023

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel A of that certain Parcel Map entitled, 'Being a portion of Lot 4 of Twin Oaks filed at 16 BM 43", filed in the Office of the County Recorder of Sacramento on September 2, 1983, in Book 77 of Parcel Maps, at Page 5.

Excepting therefrom, all that portion granted to the City of Citrus Heights, a municipal corporation of the State of California in Grant Deed recorded October 1, 2018 as Doc # 201810011416, of Official Records, more particularly described as follows:

Being a portion of Parcel A as delineated on that particular Parcel Map filed in Book 77 at Page 5 in the Sacramento County Recorder's Office.

Beginning at a point from which the Southwest corner of said Parcel A bears S 88°57'35" W 42.00 feet; thence from the point of beginning N 00°36'45" W, 161.25 feet; thence along a curve to the right and having a radius of 25.00 feet and a chord bearing and distance of N 44°08'04" E, 35.20 feet; thence N 88°52'52" E, 0.65 feet; thence S 01°02'28" E, 0.41 feet; thence along a curve to the left and having a radius of 18.50 feet and a chord bearing and distance of S 44°01'46" W, 26.13 feet; thence S 00°54'00",104.60 feet thence S 00°49'09" E, 41.15 feet; thence S 20°51'28" W, 16.03 feet; thence S 00°54'00" E, 6.57 feet; thence S 88°57'35" W,1.91 feet to the point of beginning.

RECORDING REQUESTED BY:
Stewart Title of California, Inc.

WHEN RECORDED MAIL TO:
AND MAIL TAX STATEMENT TO:

KS Mattson Partners, LP A California Limited Partnership
PO Box 5490
Vacaville, CA 95696

ORDER NO. 2004340
APN: 204-0461-042-0000

Property Addr: 8340-8350 Auburn Blvd, Citrus Heights, CA 95610

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	**202306120330**	Fees	$101.00
6/12/2023	10:54:29 AM	Taxes	$0.00
DT	Electronic	PCOR	$0.00
Titles	1	Paid	$101.00
Pages	3		

SPACE ABOVE THIS LINE FOR RECORDERS USE

GRANT DEED

****R&T Code 11911- Gift**

CITY TAX $0.00

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is EXEMPT

☐ Monument Preservation Fee is:
☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale.
☐ Unincorporated area ☑ City of Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Darryl E. Hayes and Jill D. Hayes, Trustees of the Hayes Family Trust, established August 17, 2016

hereby GRANT(S) to

KS Mattson Partners, LP A California Limited Partnership

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

See Exhibit "A" attached hereto and made a part hereof.

Date: May 22, 2023

Darryl E. Hayes and Jill D. Hayes, Trustees of the Hayes Family Trust, established August 17, 2016

BY: Darryl E. Hayes, TRUSTEE
Darryl E. Hayes, Trustee

BY: Jill D. Hayes, TRUSTEE
Jill D. Hayes, Trustee

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~~ MAINE
County of ~~Sacramento~~ YORK
On June 16, 2023 before me REBECCA J. MOSNESS, Notary Public, personally appeared Darryl E Hayes, Trustee and Jill D. Hayes Trustee, 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 Rebecca J. Mosness (Seal)

MAIL TAX STATEMENT AS DIRECTED ABOVE

REBECCA J. MOSNESS
NOTARY PUBLIC
State of Maine
My Commission Expires
May 18, 2027

Case: 24-10715 Doc# 192-17 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 112 of 631

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel A of that certain Parcel Map entitled, 'Being a portion of Lot 4 of Twin Oaks filed at 16 BM 43", filed in the Office of the County Recorder of Sacramento on September 2, 1983, in Book 77 of Parcel Maps, at Page 5.

Excepting therefrom, all that portion granted to the City of Citrus Heights, a municipal corporation of the State of California in Grant Deed recorded October 1, 2018 as Doc # 201810011416, of Official Records, more particularly described as follows:

Being a portion of Parcel A as delineated on that particular Parcel Map filed in Book 77 at Page 5 in the Sacramento County Recorder's Office.

Beginning at a point from which the Southwest corner of said Parcel A bears S 88°57'35" W 42.00 feet; thence from the point of beginning N 00°36'45" W, 161.25 feet; thence along a curve to the right and having a radius of 25.00 feet and a chord bearing and distance of N 44°08'04" E, 35.20 feet; thence N 88°52'52" E, 0.65 feet; thence S 01°02'28" E, 0.41 feet; thence along a curve to the left and having a radius of 18.50 feet and a chord bearing and distance of S 44°01'46" W, 26.13 feet; thence S 00°54'00",104.60 feet thence S 00°49'09" E, 41.15 feet; thence S 20°51'28" W, 16.03 feet; thence S 00°54'00" E, 6.57 feet; thence S 88°57'35" W,1.91 feet to the point of beginning.

RECORDING REQUESTED BY:
Stewart Title of California, Inc.

WHEN RECORDED MAIL TO:
AND MAIL TAX STATEMENT TO:

KS Mattson Partners, LP A California Limited Partnership
PO Box 5490
Vacaville, CA 95696

ORDER NO. 2004340
APN: 204-0461-042-0000

Property Addr: 8340-8350 Auburn Blvd, Citrus Heights, CA 95610

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	202306120329	Fees	$101.00
6/12/2023	10:54:29 AM	Taxes	$0.00
DT	Electronic	PCOR	$0.00
Titles	1	Paid	$101.00
Pages	3		

SPACE ABOVE THIS LINE FOR RECORDERS USE

GRANT DEED

R+T Code 11911 - Gift

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is EXEMPT

CITY TAX $0.00

☐ Monument Preservation Fee is:
☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale.
☐ Unincorporated area ☒ City of Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Nancy Lynn Schibler, Trustee of the Montoya 1991 Trust

hereby GRANT(S) to

KS Mattson Partners, LP, A California Limited Partnership

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

See Exhibit "A" attached hereto and made a part hereof.

Case: 24-10715 Doc# 192-17 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 114 of 631

Date : May 22, 2023

Montoya 1991 Trust:

x Nancy Lynn Schibler

By: Nancy Lynn Schibler, Trustee

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 ~~Sacramento~~ Alameda

On June 2, 2023 before me S. Adis, Notary Public, personally appeared Nancy Lynn Schibler, 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 S. Adis (Seal)

S. ADIS
COMM. #2338889
NOTARY PUBLIC • CALIFORNIA
ALAMEDA COUNTY
Commission Expires DEC 02, 2024

MAIL TAX STATEMENT AS DIRECTED ABOVE

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel A of that certain Parcel Map entitled, 'Being a portion of Lot 4 of Twin Oaks filed at 16 BM 43", filed in the Office of the County Recorder of Sacramento on September 2, 1983, in Book 77 of Parcel Maps, at Page 5.

Excepting therefrom, all that portion granted to the City of Citrus Heights, a municipal corporation of the State of California in Grant Deed recorded October 1, 2018 as Doc # 201810011416, of Official Records, more particularly described as follows:

Being a portion of Parcel A as delineated on that particular Parcel Map filed in Book 77 at Page 5 in the Sacramento County Recorder's Office.

Beginning at a point from which the Southwest corner of said Parcel A bears S 88°57'35" W 42.00 feet; thence from the point of beginning N 00°36'45" W, 161.25 feet; thence along a curve to the right and having a radius of 25.00 feet and a chord bearing and distance of N 44°08'04" E, 35.20 feet; thence N 88°52'52" E, 0.65 feet; thence S 01°02'28" E, 0.41 feet; thence along a curve to the left and having a radius of 18.50 feet and a chord bearing and distance of S 44°01'46" W, 26.13 feet; thence S 00°54'00",104.60 feet thence S 00°49'09" E, 41.15 feet; thence S 20°51'28" W, 16.03 feet; thence S 00°54'00" E, 6.57 feet; thence S 88°57'35" W,1.91 feet to the point of beginning.

RECORDING REQUESTED BY:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Sacramento County
Donna Allred, Clerk/Recorder
Doc # **202202170827**
2/17/2022 11:54:03 AM
JMJ
Titles 1
Pages 3

Fees	$101.00
Taxes	$0.00
PCOR	$0.00
Paid	$101.00

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s)

R&T Code 11925 - Grantors and grantees are same parties and same proportional interest transferred.

☒ This transfer is exempt from the documentary transfer tax.
☐ **The documentary transfer tax is $** 0.00 and is computed on:
  ☒ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Kenneth G. Dow and Pauline Louise Dow

hereby GRANT(S) to Kenneth George Dow and Pauline Louise Dow, Trustees of THE KENNETH GEORGE DOW and PAULINE LOUISE DOW REVOCABLE LIVING TRUST, under declaration of Trust dated 7/02/2021
the following described real property in the City of Citrus Heights, **County of** Sacramento, **State of California:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: September 29, 2021

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BY: Kenneth G. Dow Pauline Louise Dow
Kenneth G. Dow Pauline Louise Dow

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Sacramento

On December 3, 2021 before me, Windy Krueger (here insert name and title of the officer), Notary Public,

personally appeared Pauline Louise Dow and Kenneth George Dow

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 Windy Krueger (Seal)

WINDY KRUEGER
Notary Public - California
Sacramento County
Commission # 2378045
My Comm. Expires Nov 6, 2025

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5.

Property Address: 8340-8350 AUBURN BLVD., CITRUS HEIGHTS, CA 95610

RECORDING REQUESTED BY:
KS Mattson Partners, LP

When Recorded Mail Document To;
KS Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Sacramento County
Donna Allred, Clerk/Recorder
Doc # **202202170810**
2/17/2022 11:49:25 AM
JMJ
Titles 1
Pages 3

Fees	$20.00
Taxes	$211.20
PCOR	$0.00
Paid	$231.20

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☒ **The documentary transfer tax is** $211.20 and is computed on:

☐ the full value of the interest or property conveyed.
the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
John A. Girardi and Marsi A. Girardi, Trustees of the John A. Girardi and Marsi A. Girardi Revocable Living Trust dated May 1, 2002
hereby GRANT(S) to KS Mattson Partners, LP, a California Limited Partnership, their entire interest

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: July 2, 2021

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

John A. Girardi and Marsi A. Girardi Revocable Living Trust

John A. Girardi, Trustee

Marsi A. Girardi, Trustee

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 CA

County of Sacramento

On 01/26/22 before me, Melissa Steed, Notary Public,
(here insert name and title of the officer)

personally appeared John A Giardi, Marsi A Giardi,
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.

Melissa Steed
Signature

MELISSA STEED
Notary Public – California
Sacramento County
Commission # 2232461
My Comm. Expires Feb 26, 2022

(Seal)

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5.

Property Address: 8340-8350 AUBURN BLVD., CITRUS HEIGHTS, CA 95610

RECORDING REQUESTED BY:
K S Mattson Partners, LP

When Recorded Mail Document To:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Sacramento County
Donna Allred, Clerk/Recorder
Doc # 202112291791
12/29/2021 3:10:17 PM
JMJ
Titles 1
Pages 3

Fees	$20.00
Taxes	$544.50
PCOR	$0.00
Paid	$564.50

Property Address: 47-49 Natoma Street, Folsom, CA 95630

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 071-0310-009 and 071-0310-001

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☒ **The documentary transfer tax is $** 544.50 and is computed on:
  ☒ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Folsom

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Charles Richard Davis, as to an undivided 4.545% interest.

the following described real property in the City of Folsom, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: July 15, 2021

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 071-0310-009 and 071-0310-001

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 Sacramento

On Sept 13, 2021 before me, Deana Curtis (here insert name and title of the officer), Notary Public,

personally appeared Kenneth W. Mattes,

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

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

WITNESS my hand and official seal.

Signature

(Seal)

DEANA CURTIS
Comm. # 2294678
Notary Public-California
Sacramento County
My Comm. Expires July 21, 2023

Exhibit "A"
Legal Description

Parcel 1:

Parcel A of that certain Parcel Map entitled, 'Being a portion of Lot 4 of Twin Oaks filed at 16 BM 43", filed in the office of the County Recorder of Sacramento on September 2, 1983, in Book 77 of Parcel Maps, at Page 5.

Apn 204-461-042

Parcel 2:

Parcel A, as shown on the Parcel Map entitled "Portion of Projected Section 36, T.10 N., R.7 E., M.D.M. Rancho De Los Americanos", filed in the office of the Recorder of Sacramento County, California, on April 29, 1975, in Book 22 of Parcel Maps, Map No. 6.

Apn: 071-0310-009

Parcel 3:

A portion of projected Section 36, T.10 N., R.7 E., M.D.B.& M., City of Folsom, Sacramento County, California, described as follows:

Commencing at the Northwest corner of Lot 21, Natomas Heights, No. 6, in Projected Section 36, T.10 N., R.7 E., M.D.B.& M., City of Folsom, Sacramento County, California, as shown on that map filed in Map Book 53, Map No. 4, Sacramento County Records;

Thence along the Northeasterly right of way line of Wales Drive, North 36° 48' West 703.10 feet to the point of beginning of this description; thence from said point of beginning continuing North 36° 48' 00" West 188.00 feet; thence along a 20.00 foot radius curve to the right through an angle of 94° 48' 33"; a distance of 33.09 feet, to a point on the Southeasterly right of way line of Morman Island Road, (now called Natoma Street); thence from a tangent that bears North 58° 00' 33" East along a 4557 foot radius curve to the right through an angle of 02° 40' 00", a distance of 212.09 feet; thence leaving the said Southeasterly line of Natoma Street, South 29° 19' 27" East 186.83 feet; (radially); thence South 53° 12' 00" West 208.23 feet to the point of beginning.

Apn: 071-0310-001

RECORDING REQUESTED BY:

KS Mattson Partners, LP

When Recorded Mail Document To:

KS Mattson Partners, LP
PO Box 5490
Vacaville, CA 95696

Sacramento County
Donna Allred, Clerk/Recorder

Doc # **202112291788**
12/29/2021 3:10:17 PM
JMJ
Titles 1
Pages 3

Fees	$20.00
Taxes	$550.00
PCOR	$0.00
Paid	$570.00

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☒ **The documentary transfer tax is $** 550.00 and is computed on:
☒ the full value of the interest or property conveyed.
the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Luis U. Martinez and Elizabeth N. Martinez, Trustees of The Luis Urbano Martinez and Elizabeth Naomi Martinez Revocable Intervivous Trust dated July 6, 1998, as to an undivided 4.878% interest.
the following described real property in the City of Citrus Heights, County of Sacramento, **State of California:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: July 6, 2021

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Sacramento

On 10-28-2021 before me, Deana Curtis (here insert name and title of the officer), Notary Public,

personally appeared Kenneth W. Matter,

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

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

WITNESS my hand and official seal.

Signature

(Seal)

DEANA CURTIS
Comm. # 2294678
Notary Public-California
Sacramento County
My Comm. Expires July 21, 2023

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5.

Property Address: 8340-8350 AUBURN BLVD., CITRUS HEIGHTS, CA 95610

RECORDING REQUESTED BY:
K S Mattson Partners, LP

When Recorded Mail Document To:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	202108101209	Fees	$20.00
8/10/2021	12:02:03 PM	Taxes	$825.00
ZRC		PCOR	$0.00
Titles	1	Paid	$845.00
Pages	3		

Property Address: 47-49 Natoma Street, Folsom, CA 95630

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 071-0310-009 and 071-0310-001

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☒ **The documentary transfer tax is $** 825.00 and is computed on:
  ☒ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Folsom

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Nicole A. Acacio, as to an undivided 6.648% interest.

the following described real property in the City of Folsom, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: July 13, 2021

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 071-0310-009 and 071-0310-001

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 Sacramento

On July 28, 2021 before me, Deana Curtis, Notary Public,
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

DEANA CURTIS
Comm. # 2294678
Notary Public-California
Sacramento County
My Comm. Expires July 21, 2023

Exhibit "A"
Legal Description

Parcel 1:

Parcel A of that certain Parcel Map entitled, 'Being a portion of Lot 4 of Twin Oaks filed at 16 BM 43", filed in the office of the County Recorder of Sacramento on September 2, 1983, in Book 77 of Parcel Maps, at Page 5.

Apn 204-461-042

Parcel 2:

Parcel A, as shown on the Parcel Map entitled "Portion of Projected Section 36, T.10 N., R.7 E., M.D.M. Rancho De Los Americanos", filed in the office of the Recorder of Sacramento County, California, on April 29, 1975, in Book 22 of Parcel Maps, Map No. 6.

Apn: 071-0310-009

Parcel 3:

A portion of projected Section 36, T.10 N., R.7 E., M.D.B.& M., City of Folsom, Sacramento County, California, described as follows:

Commencing at the Northwest corner of Lot 21, Natomas Heights, No. 6, in Projected Section 36, T.10 N., R.7 E., M.D.B.& M., City of Folsom, Sacramento County, California, as shown on that map filed in Map Book 53, Map No. 4, Sacramento County Records;

Thence along the Northeasterly right of way line of Wales Drive, North 36° 48' West 703.10 feet to the point of beginning of this description; thence from said point of beginning continuing North 36° 48' 00" West 188.00 feet; thence along a 20.00 foot radius curve to the right through an angle of 94° 48' 33"; a distance of 33.09 feet, to a point on the Southeasterly right of way line of Morman Island Road, (now called Natoma Street); thence from a tangent that bears North 58° 00' 33" East along a 4557 foot radius curve to the right through an angle of 02° 40' 00", a distance of 212.09 feet; thence leaving the said Southeasterly line of Natoma Street, South 29° 19' 27" East 186.83 feet; (radially); thence South 53° 12' 00" West 208.23 feet to the point of beginning.

Apn: 071-0310-001

RECORDING REQUESTED BY:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Sacramento County
Donna Allred, Clerk/Recorder
Doc # **202107151110**
7/16/2021 12:52:23 PM
FCA
Titles 1
Pages 3

Fees	$20.00
Taxes	$522.50
PCOR	$0.00
Paid	$542.50

Property Address: 47-49 Natoma Street, Folsom, CA 95630 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 071-0310-009 and 071-0310-001

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☒ **The documentary transfer tax is** $522.50 and is computed on:
  ☒ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Folsom

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Samuel R. Haley, Jr. aka Samuel R. Haley and Sheridan K. Haley, as to an undivided 4.326% interest.

the following described real property in the City of Folsom, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: May 13, 2021

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 071-0310-009 and 071-0310-001

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 Sacramento

On June 4, 2024 before me, Deana Curtis (here insert name and title of the officer), Notary Public,

personally appeared Kenneth W. Mattson,

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

DEANA CURTIS
Comm. # 2294678
Notary Public-California
Sacramento County
My Comm. Expires July 21, 2023

Exhibit "A"
Legal Description

Parcel 1:

Parcel A of that certain Parcel Map entitled, 'Being a portion of Lot 4 of Twin Oaks filed at 16 BM 43", filed in the office of the County Recorder of Sacramento on September 2, 1983, in Book 77 of Parcel Maps, at Page 5.

Apn 204-461-042

Parcel 2:

Parcel A, as shown on the Parcel Map entitled "Portion of Projected Section 36, T.10 N., R.7 E., M.D.M. Rancho De Los Americanos", filed in the office of the Recorder of Sacramento County, California, on April 29, 1975, in Book 22 of Parcel Maps, Map No. 6.

Apn: 071-0310-009

Parcel 3:

A portion of projected Section 36, T.10 N., R.7 E., M.D.B.& M., City of Folsom, Sacramento County, California, described as follows:

Commencing at the Northwest corner of Lot 21, Natomas Heights, No. 6, in Projected Section 36, T.10 N., R.7 E., M.D.B.& M., City of Folsom, Sacramento County, California, as shown on that map filed in Map Book 53, Map No. 4, Sacramento County Records;

Thence along the Northeasterly right of way line of Wales Drive, North 36° 48' West 703.10 feet to the point of beginning of this description; thence from said point of beginning continuing North 36° 48' 00" West 188.00 feet; thence along a 20.00 foot radius curve to the right through an angle of 94° 48' 33"; a distance of 33.09 feet, to a point on the Southeasterly right of way line of Morman Island Road, (now called Natoma Street); thence from a tangent that bears North 58° 00' 33" East along a 4557 foot radius curve to the right through an angle of 02° 40' 00", a distance of 212.09 feet; thence leaving the said Southeasterly line of Natoma Street, South 29° 19' 27" East 186.83 feet; (radially); thence South 53° 12' 00" West 208.23 feet to the point of beginning.

Apn: 071-0310-001

RECORDING REQUESTED BY:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Sacramento County
Donna Allred, Clerk/Recorder
Doc # 202107151109
7/15/2021 12:52:23 PM
FCA
Titles 1
Pages 3

Fees	$20.00
Taxes	$550.00
PCOR	$0.00
Paid	$570.00

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☒ **The documentary transfer tax is $** 550.00 and is computed on:
  ☒ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Darryl E. Hayes and Jill D. Hayes, Trustees of The Hayes Family Trust, established August 17, 2016, as to an undivided 4.788% interest.
the following described real property in the City of Citrus Heights, County of Sacramento, State of California

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: February 1, 2021

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Sacramento

On June 4, 2021 before me, Deana Curtis, Notary Public,
(here insert name and title of the officer)

personally appeared Kenneth W. Mattson,

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

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

WITNESS my hand and official seal.

Signature

(Seal)

DEANA CURTIS
Comm. # 2294678
Notary Public-California
Sacramento County
My Comm. Expires July 21, 2023

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5.

Property Address: 8340-8350 AUBURN BLVD., CITRUS HEIGHTS, CA 95610

RECORDING REQUESTED BY:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Sacramento County
Donna Allred, Clerk/Recorder
Doc # 202107151108
7/15/2021 12:52:23 PM
FCA
Titles 1
Pages 3

Fees	$20.00
Taxes	$231.00
PCOR	$0.00
Paid	$251.00

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☒ **The documentary transfer tax is $** 231.00 and is computed on:
  ☒ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Kenneth G. Dow and Pauline Louise Dow, as to an undivided 1.912% interest,

the following described real property in the City of Citrus Heights, County of Sacramento, State of California

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: June 3, 2021

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Sacramento

On June 23, 2021 before me, Deana Curtis, Notary Public,
(here insert name and title of the officer)

personally appeared Kenneth W. Matter

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

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

WITNESS my hand and official seal.

Signature

(Seal)

DEANA CURTIS
Comm. # 2294676
Notary Public-California
Sacramento County
My Comm. Expires July 21, 2023

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5.

Property Address: 8340-8350 AUBURN BLVD., CITRUS HEIGHTS, CA 95610

RECORDING REQUESTED BY:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Sacramento County
Donna Allred, Clerk/Recorder
Doc # 202107151107
7/15/2021 12:52:23 PM
FCA
Titles 1
Pages 3

Fees	**$20.00**
Taxes	**$412.50**
PCOR	**$0.00**
Paid	**$432.50**

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☒ **The documentary transfer tax is $** 412.50 and is computed on:
  ☒ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Kenneth George Dow, aka Ken Dow and Pauline Louise Dow, aka Pualine Dow, as to an undivided 3.415% interest.

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: May 19, 2021

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Sacramento

On June 4, 2021 before me, Deana Curtis, Notary Public,
(here insert name and title of the officer)

personally appeared Kenneth W Matson

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

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

WITNESS my hand and official seal.

Signature

(Seal)

DEANA CURTIS
Comm. # 2294678
Notary Public-California
Sacramento County
My Comm. Expires July 21, 2023

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5.

Property Address: 8340-8350 AUBURN BLVD., CITRUS HEIGHTS, CA 95610

RECORDING REQUESTED BY:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Sacramento County
Donna Allred, Clerk/Recorder
Doc # 202107151106
7/15/2021 12:52:23 PM
FCA
Titles 1
Pages 3

Fees	**$20.00**
Taxes	**$478.50**
PCOR	**$0.00**
Paid	**$498.50**

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☒ **The documentary transfer tax is $** 478.50 and is computed on:
  ☒ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Thomas J. Mack and Edyth Hayashi Mack, trustees of THE THOMAS J. MACK AND EDYTH HAYASHI MACK LIVING TRUST, UTD, December 26, 2006, as to an undivided 4.421% interest.
the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: November 17, 2020

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Sacramento

On June 4, 2021 before me, Deana Curtis (here insert name and title of the officer), Notary Public,

personally appeared Kenneth W. Mattson,

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

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

WITNESS my hand and official seal.

Signature

(Seal)

DEANA CURTIS
Comm. # 2294678
Notary Public-California
Sacramento County
My Comm. Expires July 21, 2023

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5.

Property Address: 8340-8350 AUBURN BLVD., CITRUS HEIGHTS, CA 95610

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	202106030924	Fees	$20.00
6/3/2021	11:04:57 AM	Taxes	$874.50
JLJ		PCOR	$0.00
Titles	1	Paid	$894.50
Pages	3		

RECORDING REQUESTED BY:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☒ **The documentary transfer tax is $** 874.50 and is computed on:
  ☒ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Graham Michael Anderson and Trisha Susan Anderson, Trustees of The Anderson 2001 Revocable Trust, dated June 12, 2001, as to an undivided 7.612% interest.
the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: February 26, 2021

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Sonoma

On March 11, 2021 before me, Heidi Banales, Notary Public,
(here insert name and title of the officer)

personally appeared Kenneth W. Mattson,
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.

Heidi Banales
Signature

(Seal)

JER-1
HEIDI BANALES
COMM. #2240258
NOTARY PUBLIC - CALIFORNIA
SONOMA COUNTY
My Comm. Expires APRIL 28, 2022
JER-1

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5.

Property Address: 8340-8350 AUBURN BLVD., CITRUS HEIGHTS, CA 95610

RECORDING REQUESTED BY:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Sacramento County
Donna Allred, Clerk/Recorder
Doc # **202106030923**
6/3/2021 11:04:57 AM
JLJ
Titles 1
Pages 3

Fees	$20.00
Taxes	$407.00
PCOR	$0.00
Paid	$427.00

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☒ **The documentary transfer tax is $** 407.00 and is computed on:
  ☒ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Thomas J. Mack and Edyth Hayashi Mack, trustees of THE THOMAS J. MACK AND EDYTH HAYASHI MACK LIVING TRUST, UTD, December 26, 2006, as to an undivided 3.543% interest.
the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: September 29, 2020

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Sacramento

On Oct 30, 2020 before me, Deana Curtis, Notary Public,
(here insert name and title of the officer)

personally appeared Kenneth W. Mattson

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

DEANA CURTIS
Comm. # 2294678
Notary Public-California
Sacramento County
My Comm. Expires July 21, 2023

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5.

Property Address: 8340-8350 AUBURN BLVD., CITRUS HEIGHTS, CA 95610

RECORDING REQUESTED BY:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	202010010808	Fees	$20.00
10/1/2020	10:24:19 AM	Taxes	$187.00
SUB		PCOR	$0.00
Titles	1	Paid	$207.00
Pages	3		

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☒ **The documentary transfer tax is $** 187.00 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
William Weber and Pamela Weber

hereby GRANT(S) to K S Mattson Partners, LP, a California Limited Partnership

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: September 16, 2020

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BY: _____ _____
William Weber Pamela Weber

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Alameda

On 09/17/2020 before me, Vicki A.R. Alva, notary (here insert name and title of the officer), Notary Public,

personally appeared Pamela Weber & William Weber.

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

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

WITNESS my hand and official seal.

Signature

(Seal)

VICKI A.R. ALVA
Notary Public - California
Alameda County
Commission #:2296274
My Comm. Expires Jul 5, 2023

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5.

Property Address: 8340-8350 AUBURN BLVD., CITRUS HEIGHTS, CA 95610

RECORDING REQUESTED BY:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Sacramento County
Donna Allred, Clerk/Recorder
Doc # **201912170898**
12/17/2019 10:54:22 AM
SJS
Titles 1
Pages 3

Fees	$20.00
Taxes	$187.00
PCOR	$0.00
Paid	$207.00

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☒ **The documentary transfer tax is $** 187.00 and is computed on:
☐ the full value of the interest or property conveyed.
☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to William Weber and Pamela Weber, as to an undivided 1.752% interest.

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: June 6, 2019

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Ca
County of Solano

On December 5, 2019 before me, M. Pelayo, Notary Public,
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

(Seal)

M. PELAYO
COMM. # 2252805
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
COMM. EXPIRES AUG. 5, 2022

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5.

Property Address: 8340-8350 AUBURN BLVD., CITRUS HEIGHTS, CA 95610

RECORDING REQUESTED BY
K S Mattson Partners, LP
P O Box 5490
Vacaville, CA 95696

When Recorded Mail Document To
K S Mattson Partners, LP
P O Box 5490
Vacaville, CA 95696

Sacramento County
Donna Allred, Clerk/Recorder
Doc # 201906060972
6/6/2019 2 11 21 PM
SUB
Titles 1
Pages 3

Fees	$20 00
Taxes	$467 50
PCOR	$0 00
Paid	$487 50

Property Address 8340-8350 Auburn Blvd , Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s) Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax
☒ **The documentary transfer tax is** $ 467 50 and is computed on
☐ the full value of the interest or property conveyed
☐ the full value less the liens or encumbrances remaining thereon at the time of sale
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Farideh Afrakhteh, as to an undivided 4 251% interest

the following described real property in the City of Citrus Heights, County of Sacramento, State of California

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated May 16, 2019

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below

KS Mattson Partners, LP

BY
Kenneth W Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s) Portion of 204-0461-042

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 CA

County of Solano

On May 21, 2019 before me, L White (here insert name and title of the officer), Notary Public,

personally appeared Kenneth W Mattson,

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

L White
Signature

(Seal)

L. WHITE
COMM # 2252806
NOTARY PUBLIC CALIFORNIA
SOLANO COUNTY
COMM EXPIRES AUG 5, 2022

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5

Property Address. 8340-8350 AUBURN BLVD , CITRUS HEIGHTS, CA 95610

RECORDING REQUESTED BY
K S Mattson Partners, LP
P O Box 5490
Vacaville, CA 95696

When Recorded Mail Document To
K S Mattson Partners, LP
P O Box 5490
Vacaville, CA 95696

Sacramento County
Donna Allred, Clerk/Recorder
Doc # 201906060971
6/6/2019 2 11 21 PM
SUB
Titles 1
Pages 3

Fees	$20 00
Taxes	$440 00
PCOR	$0 00
Paid	$460 00

Property Address 8340-8350 Auburn Blvd , Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s) Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax
☒ **The documentary transfer tax is** $ 440 00 and is computed on
☐ the full value of the interest or property conveyed
☐ the full value less the liens or encumbrances remaining thereon at the time of sale
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Christopher A Krive and Aimay Chang Krive, as to an undivided 4 055% interest

the following described real property in the City of Citrus Heights, County of Sacramento, State of California

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated April 4, 2019

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below

KS Mattson Partners, LP

BY: _____
Kenneth W Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s) Portion of 204-0461-042

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 CA
County of Solano

On May 21, 2019 before me, L. White (here insert name and title of the officer), Notary Public,

personally appeared Kenneth W. Mattson,
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 L White (Seal)

L WHITE
COMM. # 2252806
NOTARY PUBLIC CALIFORNIA
SOLANO COUNTY
COMM EXPIRES AUG 5, 2022

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5

Property Address. 8340-8350 AUBURN BLVD , CITRUS HEIGHTS, CA 95610

Sacramento County
Donna Allred, Clerk/Recorder

Doc # 201904041239

4/4/2019 12:26:37 PM

JLJ

Titles 1

Pages 3

Fees	$20.00
Taxes	$508.75
PCOR	$0.00
Paid	$528.75

RECORDING REQUESTED BY:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☒ **The documentary transfer tax is $** 508.75 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Michael Niezelski and Susan Niezelski, as to an undivided 4.690% interest

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: January 3, 2019

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 CA

County of Solano

On April 2, 2019 before me, L White (here insert name and title of the officer), Notary Public,

personally appeared Kenneth W Mattson,

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

L. WHITE
COMM. # 2252806
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
COMM. EXPIRES AUG. 5, 2022

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 204-0481-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel A, as shown on that certain Parcel Map entitled "Being a Portion of Lot 4 of 'Twin Oaks' Filed at 16 BM 43", filed in the office of the Recorder of Sacramento County, California, on September 2, 1983, in Book 77 of Parcel Maps, Page 5.

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	201904041238	Fees	$101.00
4/4/2019	12:26:37 PM	Taxes	$0.00
JLJ		PCOR	$0.00
Titles	1	Paid	$101.00
Pages	3		

RECORDING REQUESTED BY:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s)

R&T Code 11925 - Grantors and grantees are same parties and same proportional interest transferred.

☒ This transfer is exempt from the documentary transfer tax.
☐ **The documentary transfer tax is $**_____ and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Dale E. Pollock and Joanna Pollock

hereby GRANT(S) to Dale Everett Pollock and Joanna Elizabeth Pollock, Trustees of the Dale Everett Pollock and Joanna Elizabeth Pollock Revocable Trust dated December 20, 2013
the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: March 1, 2019

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BY: Dale E. Pollock
Dale E. Pollock

Joanna Pollock
Joanna Pollock

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Santa Cruz

On March 19, 2019 before me, Karen Crist, Notary Public, Notary Public,
(here insert name and title of the officer)

personally appeared Dale E. Pollock and Joanna Pollock,
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.

Karen Crist
Signature

(Seal)

KAREN CRIST
Notary Public – California
Santa Cruz County
Commission # 2224834
My Comm. Expires Dec 10, 2021

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel A, as shown on that certain Parcel Map entitled "Being a Portion of Lot 4 of 'Twin Oaks' Filed at 16 BM 43", filed in the office of the Recorder of Sacramento County, California, on September 2, 1983, in Book 77 of Parcel Maps, Page 5.

Sacramento County
Donna Allred, Clerk/Recorder
Doc # 201904041237
4/4/2019 12:26:37 PM
JLJ
Titles 1
Pages 3

Fees	$20.00
Taxes	$418.00
PCOR	$0.00
Paid	$438.00

RECORDING REQUESTED BY:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☒ **The documentary transfer tax is** $ 418.00 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Dale E. Pollock and Joanna Pollock, as to an undivided 3.853% interest.

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: March 1, 2019

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 CA

County of Solano

On April 2, 2019 before me, L White, Notary Public,
(here insert name and title of the officer)

personally appeared Kenneth W. Mattson,
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.

L White
Signature

(Seal)

L. WHITE
COMM. # 2252806
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
COMM. EXPIRES AUG. 5, 2022

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 204-0481-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel A, as shown on that certain Parcel Map entitled "Being a Portion of Lot 4 of 'Twin Oaks' Filed at 16 BM 43", filed in the office of the Recorder of Sacramento County, California, on September 2, 1983, in Book 77 of Parcel Maps, Page 5.

RECORDING REQUESTED BY:

CITY OF CITRUS HEIGHTS
c/o GENERAL SERVICES DEPT.
6360 FOUNTAIN SQUARE DR.
CITRUS HEIGHTS, CA 95621

EXEMPT FROM RECORDING FEES PER GOV'T CODE, USE
§§ 6103 27383 AND FROM DOCUMENTARY TRANSFER TAX PER REV. AND TAX. CODE § 11922

Sacramento County
Donna Allred, Clerk/Recorder
Doc # 201810011416
10/1/2018 3:38:32 PM
JDH Electronic
Titles 1
Pages 22

Fees	$0.00
Taxes	$0.00
PCOR	$0.00
Paid	$0.00

County	Route	Name	Number
Sacramento	8340 Auburn Boulevard, Citrus Heights, CA 95610	KS Mattson Partners, LP, et al	APN 204-0461-042

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **KS MATTSON PARTNERS, LP, a California limited partnership, As to an undivided 44.948% interest; JOSEPH A. GIACINTO JR. and REBECCA A. GIACINTO as Trustees of the Joseph A. Giacinto Jr. and Rebecca A. Giacinto Revocable Trust dated September 28, 2005, as to an undivided 4.847% interest; JAMES MATTSON and RACHEL MATTSON, as to an undivided 5.703% interest; PATRICK MCMULLEN, Trustee, of "The Patrick McMullen Living Trust UTD, dated 4/26/2004", as to an undivided 8.554% interest; JOHN A GIRARDI and MARSI A. GIRARDI, Trustees of the John A. Girardi and Marsi A. Girardi Revocable Living Trust dated May 1, 2002, their entire interest of 3.245% interest; BERT D. MONTOYA, Trustee of the Montoya 1991 Trust, as to an undivided 13.206% interest; HOWARD I. GOODWIN, Trustee of the Howard I. Goodwin Living Trust dated August 11, 2009, as to an undivided 4.79% interest; WILLIAM J. REESE, a married man, as his sole and separate property, as to an undivided 5.71% interest; RONALD W. DENNISON and DEBORAH A. DENNISON, Trustees of the Dennison Living Trust dated June 18, 2003, as to an undivided 8.997% interest**, (collectively "GRANTOR") hereby grants to the **CITY OF CITRUS HEIGHTS, a municipal corporation of the State of California** ("CITY"), its successors and assigns, that certain real property in the City of Citrus Heights, State of California, described in Exhibit "A" and depicted in Exhibit "B," attached hereto located at 8340 Auburn Boulevard, Citrus Heights, CA 95610, Assessors Parcel Number 204-0461-042 and incorporated herein by reference. This property is granted to the CITY for purposes of its Auburn Boulevard Complete Streets Project – Phase 2 ("Project").

This instrument arises from the "Agreement for Acquisition of Real Property" entered into by GRANTOR and CITY on 5-24-, 2018, and contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

The provisions of this instrument shall inure to the benefit of and bind the successors and assigns of the respective parties.

IN WITNESS WHEREOF, the parties enter into this Grant Deed as of this 21st day of May, 2018.

GRANTOR: KS MATTSON PARTNERS, LP, a California limited partnership, as to an undivided 47.948% interest

By: _____
Kenneth W. Mattson, Manager

GRANTOR: JOSEPH A. GIACINTO JR. and REBECCA A. GIACINTO as Trustees of the Joseph A. Giacinto Jr. and Rebecca A. Giacinto Revocable Trust dated September 28, 2005, as to an undivided 4.847% interest

By: _____
Joseph A. Giacinto Jr., Trustee

By: _____
Rebecca A. Giacinto, Trustee

GRANTOR: JAMES MATTSON and RACHEL MATTSON, as to an undivided 5.703% interest

By: _____
James Mattson

By: _____
Rachel Mattson

GRANTOR: PATRICK MCMULLEN, Trustee, of "The Patrick McMullen Living Trust UTD, dated 4/26/2004", as to an undivided 8.554% interest

By: _____
Patrick McMullen, Trustee

GRANTOR: JOHN A. GIRARDI and MARSI A. GIRARDI, Trustees of the John A. Girardi and Marsi A. Girardi Revocable Living Trust dated May 1, 2002, their entire interest of 3.245% interest

By: _____
John A. Girardi, Trustee

By: _____
Marsi A. Girardi, Trustee

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 Solano)

On May 21, 2018 before me, Doris M. DeRosier, Notary Public
(insert name and title of the officer)

personally appeared Kenneth W. Mattson,
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.

DORIS M. DEROSIER
COMM. # 2098805
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
COMM. EXPIRES MARCH 1, 2019

Signature Doris M. DeRosier (Seal)

IN WITNESS WHEREOF, the parties enter into this Grant Deed as of this 24 day of MAY, ~~2017~~. JG. R.G. 2018

GRANTOR: KS MATTSON PARTNERS, LP, a California limited partnership, as to an undivided 44.948% interest

By: _____
Kenneth W. Mattson, Manager

GRANTOR: JOSEPH A. GIACINTO JR. and REBECCA A. GIACINTO as Trustees of the Joseph A. Giacinto Jr. and Rebecca A. Giacinto Revocable Trust dated September 28, 2005, as to an undivided 4.847% interest

By: _____
Joseph A. Giacinto Jr., Trustee

By: Rebecca A. Giacinto
Rebecca A. Giacinto, Trustee

GRANTOR: JAMES MATTSON and RACHEL MATTSON, as to an undivided 5.703% interest

By: _____
James Mattson

By: _____
Rachel Mattson

GRANTOR: PATRICK MCMULLEN, Trustee, of "The Patrick McMullen Living Trust UTD, dated 4/26/2004", as to an undivided 8.554% interest

By: _____
Patrick McMullen, Trustee

GRANTOR: JOHN A. GIRARDI and MARSI A. GIRARDI, Trustees of the John A. Girardi and Marsi A. Girardi Revocable Living Trust dated May 1, 2002, their entire interest of 3.245% interest

By: _____
John A. Girardi, Trustee

By: _____
Marsi A. Girardi, Trustee

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 Santa Clara)

On 05/24/2018 before me, Joseph F Lawrence, Notary Public
(insert name and title of the officer)

personally appeared Joseph A Giacinto Jr and Rebecca A Giacinto,
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.

JOSEPH F. LAWRENCE
COMM. #2116042
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Commission Expires 06/24/2019

Signature _____ (Seal)

IN WITNESS WHEREOF, the parties enter into this Grant Deed as of this ____ day of _____, 2018.

GRANTOR: KS MATTSON PARTNERS, LP, a California limited partnership, as to an undivided 44.948% interest

By: _____
Kenneth W. Mattson, Manager

GRANTOR: JOSEPH A. GIACINTO JR. and REBECCA A. GIACINTO as Trustees of the Joseph A. Giacinto Jr. and Rebecca A. Giacinto Revocable Trust dated September 28, 2005, as to an undivided 4.847% interest

By: _____
Joseph A. Giacinto Jr., Trustee

By: _____
Rebecca A. Giacinto, Trustee

GRANTOR: JAMES MATTSON and RACHEL MATTSON, as to an undivided 5.703% interest

By: _____
James Mattson

By: _____
Rachel Mattson

GRANTOR: PATRICK MCMULLEN, Trustee, of "The Patrick McMullen Living Trust UTD, dated 4/26/2004", as to an undivided 8.554% interest

By: _____
Patrick McMullen, Trustee

GRANTOR: JOHN A. GIRARDI and MARSI A. GIRARDI, Trustees of the John A. Girardi and Marsi A. Girardi Revocable Living Trust dated May 1, 2002, their entire interest of 3.245% interest

By: _____
John A. Girardi, Trustee

By: _____
Marsi A. Girardi, Trustee

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~~ Wyoming
County of Converse)

On May 25 2018 before me, Kathlene Wilkinson, Notary Public
(insert name and title of the officer)

personally appeared James Mattson, Rachel Mattson,
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 Kathlene Wilkinson (Seal)

KATHLENE WILKINSON NOTARY PUBLIC
COUNTY OF CONVERSE STATE OF WYOMING
MY COMMISSION EXPIRES JUNE 30, 2018

IN WITNESS WHEREOF, the parties enter into this Grant Deed as of this ____ day of _____, 2018.

GRANTOR: KS MATTSON PARTNERS, LP, a California limited partnership, as to an undivided 44.948% interest

By: _____
Kenneth W. Mattson, Manager

GRANTOR: JOSEPH A. GIACINTO JR. and REBECCA A. GIACINTO as Trustees of the Joseph A. Giacinto Jr. and Rebecca A. Giacinto Revocable Trust dated September 28, 2005, as to an undivided 4.847% interest

By: _____
Joseph A. Giacinto Jr., Trustee

By: _____
Rebecca A. Giacinto, Trustee

GRANTOR: JAMES MATTSON and RACHEL MATTSON, as to an undivided 5.703% interest

By: _____
James Mattson

By: _____
Rachel Mattson

GRANTOR: PATRICK MCMULLEN, Trustee, of "The Patrick McMullen Living Trust UTD, dated 4/26/2004", as to an undivided 8.554% interest

By: _____
Patrick McMullen, Trustee

SEE ATTACHED Acknowledgement or Jurat

MAY 2 2 2018

GRANTOR: JOHN A. GIRARDI and MARSI A. GIRARDI, Trustees of the John A. Girardi and Marsi A. Girardi Revocable Living Trust dated May 1, 2002, their entire interest of 3.245% interest

By: _____
John A. Girardi, Trustee

By: _____
Marsi A. Girardi, Trustee

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 Alameda)

On MAY 2 2 2018 before me, Mallori Guidry, Notary Public
(insert name and title of the officer)

personally appeared Patrick McMullen,
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.

MALLORI GUIDRY
COMM. # 2242964
NOTARY PUBLIC • CALIFORNIA
ALAMEDA COUNTY
MY COMM. EXP. MAY 19, 2022

Signature Mallori Guidry (Seal)

IN WITNESS WHEREOF, the parties enter into this Grant Deed as of this ____ day of _____, 2018.

GRANTOR: KS MATTSON PARTNERS, LP, a California limited partnership, as to an undivided 44.948% interest

By: _____
Kenneth W. Mattson, Manager

GRANTOR: JOSEPH A. GIACINTO JR. and REBECCA A. GIACINTO as Trustees of the Joseph A. Giacinto Jr. and Rebecca A. Giacinto Revocable Trust dated September 28, 2005, as to an undivided 4.847% interest

By: _____
Joseph A. Giacinto Jr., Trustee

By: _____
Rebecca A. Giacinto, Trustee

GRANTOR: JAMES MATTSON and RACHEL MATTSON, as to an undivided 5.703% interest

By: _____
James Mattson

By: _____
Rachel Mattson

GRANTOR: PATRICK MCMULLEN, Trustee, of "The Patrick McMullen Living Trust UTD, dated 4/26/2004", as to an undivided 8.554% interest

By: _____
Patrick McMullen, Trustee

GRANTOR: JOHN A. GIRARDI and MARSI A. GIRARDI, Trustees of the John A. Girardi and Marsi A. Girardi Revocable Living Trust dated May 1, 2002, their entire interest of 3.245% interest

By: John A. Girardi - Trustee
John A. Girardi, Trustee

By: Marsi A. Girardi, Trustee
Marsi A. Girardi, Trustee

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 El Dorado)

On May 21st 2018 before me, Ranya T. Haddad, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

RANYA T. HADDAD
Notary Public - California
El Dorado County
Commission # 2213164
My Comm. Expires Sep 8, 2021

GRANTOR: **BERT D. MONTOYA, Trustee of the Montoya 1991 Trust, as to an undivided 13.206% interest**

By: Bert D. Montoya
Bert D. Montoya, Trustee

GRANTOR: **HOWARD I. GOODWIN, Trustee of the Howard I. Goodwin Living Trust dated August 11, 2009, as to an undivided 4.79% interest**

By: _____
Howard I. Goodwin, Trustee

GRANTOR: **WILLIAM J. REESE, a married man, as his sole and separate property, as to an undivided 5.71% interest**

By: _____
William J. Reese

GRANTOR: **RONALD W. DENNISON and DEBORAH A. DENNISON, Trustees of the Dennison Living Trust dated June 18, 2003, as to an undivided 8.997% interest**

By: _____
Ronald W. Dennison, Trustee

By: _____
Deborah A. Dennison, Trustee

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 Alameda)

On May 19, 2018 before me, Sara Rhodes, Notary Public
(insert name and title of the officer)

personally appeared Bert D. Montoya,
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.

SARA RHODES
COMM. # 2172692
NOTARY PUBLIC • CALIFORNIA
ALAMEDA COUNTY
Commission Expires NOV 22, 2020

Signature Sara Rhodes (Seal)

GRANTOR: **BERT D. MONTOYA, Trustee of the Montoya 1991 Trust, as to an undivided 13.206% interest**

By: _____
Bert D. Montoya, Trustee

GRANTOR: **HOWARD I. GOODWIN, Trustee of the Howard I. Goodwin Living Trust dated August 11, 2009, as to an undivided 4.79% interest**

By: Howard I Goodwin Trustee
Howard I. Goodwin, Trustee

GRANTOR: **WILLIAM J. REESE, a married man, as his sole and separate property, as to an undivided 5.71% interest**

By: _____
William J. Reese

GRANTOR: **RONALD W. DENNISON and DEBORAH A. DENNISON, Trustees of the Dennison Living Trust dated June 18, 2003, as to an undivided 8.997% interest**

By: _____
Ronald W. Dennison, Trustee

By: _____
Deborah A. Dennison, Trustee

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 Solano)

On May 21 2018 before me, Akayea Kocher, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

CSP1 AKAYEA KOCHER CSP1
COMM. #2202680
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
My Commission Expires 05/25/2021

GRANTOR: **BERT D. MONTOYA, Trustee of the Montoya 1991 Trust, as to an undivided 13.206% interest**

By: _____
Bert D. Montoya, Trustee

GRANTOR: **HOWARD I. GOODWIN, Trustee of the Howard I. Goodwin Living Trust dated August 11, 2009, as to an undivided 4.79% interest**

By: _____
Howard I. Goodwin, Trustee

GRANTOR: **WILLIAM J. REESE, a married man, as his sole and separate property, as to an undivided 5.71% interest**

By: William J Reese
William J. Reese

GRANTOR: **RONALD W. DENNISON and DEBORAH A. DENNISON, Trustees of the Dennison Living Trust dated June 18, 2003, as to an undivided 8.997% interest**

By: _____
Ronald W. Dennison, Trustee

By: _____
Deborah A. Dennison, Trustee

CALIFORNIA ALL-PURPOSE 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 Solano)

On June 8 2018 before me, Rene A. Bojorquez Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared William James Reese
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.

Signature _____
Signature of Notary Public

RENE A. BOJORQUEZ
Notary Public - California
Solano County
Commission # 2161892
My Comm. Expires Aug 29, 2020

Place Notary Seal Above

OPTIONAL

Though this section is 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: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:

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GRANTOR: **BERT D. MONTOYA, Trustee of the Montoya 1991 Trust, as to an undivided 13.206% interest**

By: _____
Bert D. Montoya, Trustee

GRANTOR: **HOWARD I. GOODWIN, Trustee of the Howard I. Goodwin Living Trust dated August 11, 2009, as to an undivided 4.79% interest**

By: _____
Howard I. Goodwin, Trustee

GRANTOR: **WILLIAM J. REESE, a married man, as his sole and separate property, as to an undivided 5.71% interest**

By: _____
William J. Reese

GRANTOR: **RONALD W. DENNISON and DEBORAH A. DENNISON, Trustees of the Dennison Living Trust dated June 18, 2003, as to an undivided 8.997% interest**

By: _____
Ronald W. Dennison, Trustee

By: Deborah A. Dennison
Deborah A. Dennison, Trustee

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 Santa Clara)

On May 21, 2018 before me, Rutvik K. Patel (Notary Public)
(insert name and title of the officer)

personally appeared Ronald W. Dennison & Deborah A. Dennison
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.

RUTVIK K. PATEL
COMM. #2199979
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Comm. Exp. June 3, 2021

Signature R. K. Patel (Seal)

Exhibit "A"
Legal Description

APN 204-0461-042

All that real property situate in the State of California, County of Sacramento, City of Citrus Heights, more particularly described as follows:

Being a portion of Parcel A as delineated on that particular Parcel Map filed in Book 77 at Page 5 in the Sacramento County Recorder's Office.

Beginning at a point from which the Southwest corner of said Parcel A bears S 88°57'35"W 42.00 feet; thence from the point of beginning N 00°36'45"W, 161.25 feet; thence along a curve to the right and having a radius of 25.00 feet and a chord bearing and distance of N 44°08'04"E, 35.20 feet; thence N 88°52'52"E, 0.65 feet; thence S 01°02'28"E, 0.41 feet; thence along a curve to the left and having a radius of 18.50 feet and a chord bearing and distance of S 44°01'46"W, 26.13 feet; thence S 00°54'00"E, 104.60 feet; thence S 00°49'09"E, 41.15 feet; thence S 20°51'28"W, 16.03 feet; thence S 00°54'00"E, 6.57 feet; thence S 88°57'35"W, 1.91 feet to the point of beginning containing 1,248 square feet more or less.

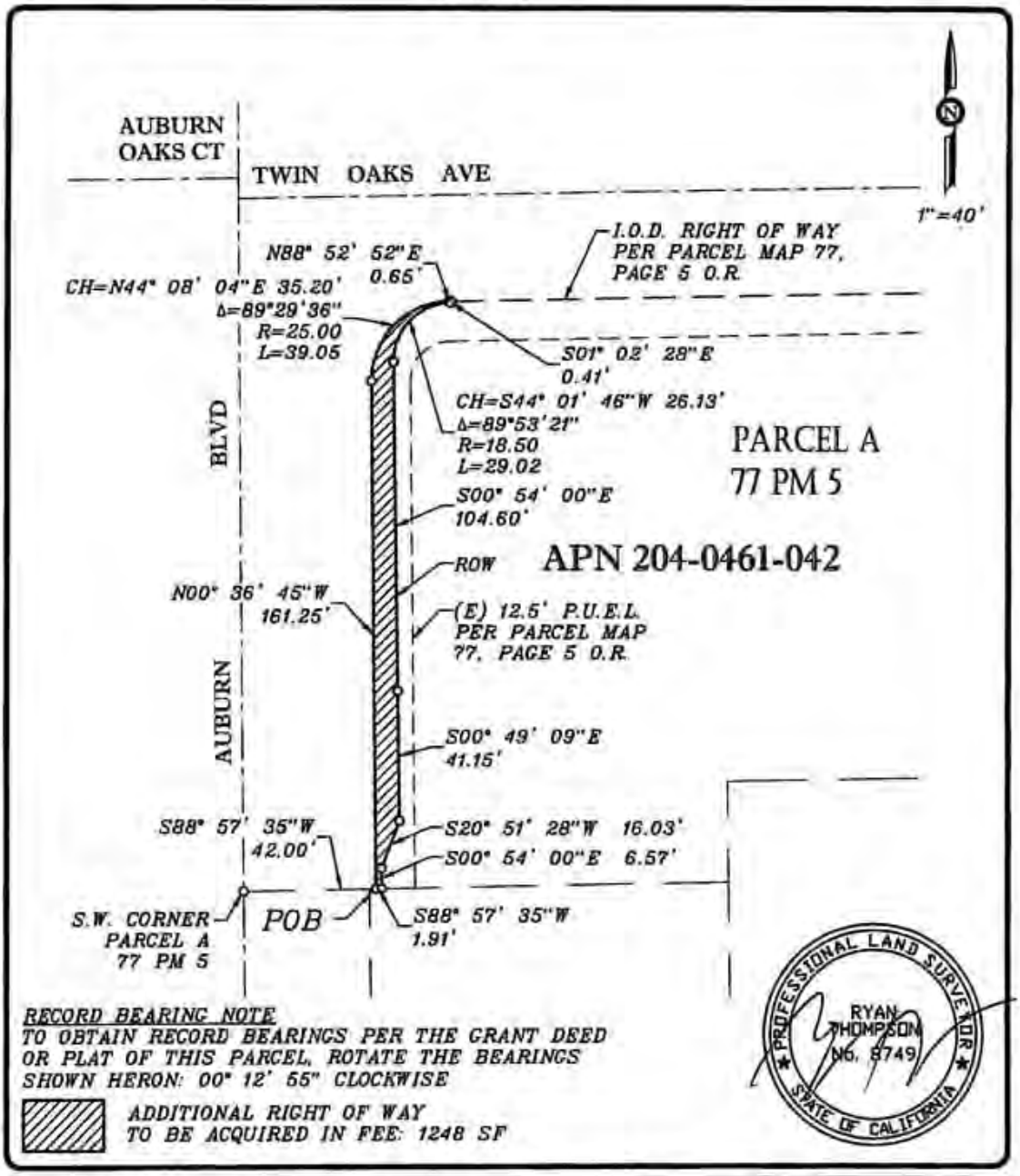
The Basis of Bearings for this description is California Coordinate Zone 2. To obtain bearings of said record map rotate clockwise 00°12'55"

2-10-17

Ryan Thompson



Exhibit "B"
Plat Map



PROJECT NO. 5450.001	AUBURN BOULEVARD COMPLETED STREETS PH2	UNICO ENGINEERING
SHEET 1 OF 1	RIGHT OF WAY ACQUISITION	110 BLUE RAVINE RD SUITE 101 | FOLSOM, CA 95630
CITY OF CITRUS HEIGHTS	CALIFORNIA	PHONE: 530.277.6523 | unicoengineering.com

CERTIFCATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of a **Grant Deed** dated 5/24/2018, from **KS MATTSON PARTNERS, LP, a California limited partnership, As to an undivided 44.948% interest; JOSEPH A. GIACINTO JR. and REBECCA A. GIACINTO as Trustees of the Joseph A. Giacinto Jr. and Rebecca A. Giacinto Revocable Trust dated September 28, 2005, as to an undivided 4.847% interest; JAMES MATTSON and RACHEL MATTSON, as to an undivided 5.703% interest; PATRICK MCMULLEN, Trustee of "The Patrick McMullen Living Trust UTD, dated 4/26/2004", as to an undivided 8.554% interest; JOHN A. GIRARDI and MARSI A GIRARDI, Trustees of the John A. Girardi and Marsi A. Girardi Revocable Living Trust dated May 1, 2002, their entire interest of 3.245% interest; BERT D. MONTOYA, Trustee of the Montoya 1991 Trust, as to an undivided 13.206% interest; HOWARD I GOODWIN, Trustee of the Howard I. Goodwin Living Trust dated August 11. 2009, as to an undivided 4.79% interest; WILLIAM J. REESE, a married man, as his sole and separate property, as to an undivided 5.71% interest; RONALD W. DENNISON and DEBORAH A. DENNISON, Trustees of the Dennison Living Trust dated June 18, 2003, as to an undivided 8.997% interest,** to the CITY OF CITRUS HEIGHTS, a Municipal Corporation of the State of California, is hereby accepted on behalf of the City by its City Engineer pursuant to authority conferred by **Resolution No. 2001-35**, adopted by the City on May 9, 2001, and that the City consents to recordation of the **Grant Deed** by its duly authorized officer.

Stuart Hodgkins — City Engineer

6/26/18 — Date

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 SACRAMENTO

On June 26, 2018, before me Regina M. Cave, NOTARY PUBLIC, personally appeared Stuart Hodgkins, 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.

Regina M. Cave
Signature of Notary Public

(Notary Seal)

REGINA M. CAVE
Commission # 2105212
Notary Public - California
Sacramento County
My Comm. Expires Apr 26, 2019

RECORDING REQUESTED BY:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Sacramento County
Donna Allred, Clerk/Recorder
Doc # **201803221097**
3/22/2018 2:52:57 PM
KNW
Titles 1
Pages 3

Fees	$101.00
Taxes	$0.00
PCOR	$0.00
Paid	$101.00

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s)

☒ This transfer is exempt from the documentary transfer tax. R&T 11911- Gift
☐ **The documentary transfer tax is $** 0 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Ronald W. Dennison and Deborah A. Dennison, Trustees of THE DENNISON LIVING TRUST dated June 18, 2003, as to an undivided 8.997% interest.
the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: February 28, 2018

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

By:
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Calif

County of Solano

On Mar 7, 2018 before me, Doris M. DeRosier, Notary Public,
(here insert name and title of the officer)

personally appeared Kenneth W. Mattson,
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.

Doris M. DeRosier
Signature

(Seal)

DORIS M. DEROSIER
COMM. # 2098805
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
COMM. EXPIRES MARCH 1, 2018

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 204-0481-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel A, as shown on that certain Parcel Map entitled "Being a Portion of Lot 4 of 'Twin Oaks' Filed at 16 BM 43", filed in the office of the Recorder of Sacramento County, California, on September 2, 1983, in Book 77 of Parcel Maps, Page 5.

RECORDING REQUESTED BY:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Sacramento County
Donna Allred, Clerk/Recorder
Doc # **201803221096**
3/22/2018 2:52:57 PM
KNW
Titles 1
Pages 3

Fees	$101.00
Taxes	$0.00
PCOR	$0.00
Paid	$101.00

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s)

☒ This transfer is exempt from the documentary transfer tax. R&T 11911- Gift
☐ **The documentary transfer tax is $** 0 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to William J. Reese, a married man, as his sole and separate property, as to an undivided 5.71% interest.

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: February 28, 2018

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Caly

County of Solano

On Mar. 7, 2018 before me, Doris M. DeRosier, Notary Public,
(here insert name and title of the officer)

personally appeared Kenneth W. Mattson,
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.

Doris M. DeRosier
Signature

(Seal)

DORIS M. DEROSIER
COMM. # 2098805
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
COMM. EXPIRES MARCH 1, 2019

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel A, as shown on that certain Parcel Map entitled "Being a Portion of Lot 4 of 'Twin Oaks' Filed at 16 BM 43", filed in the office of the Recorder of Sacramento County, California, on September 2, 1983, in Book 77 of Parcel Maps, Page 5.

RECORDING REQUESTED BY:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Sacramento County
Donna Allred, Clerk/Recorder
Doc # **201803090012**
3/9/2018 8:10:58 AM
REB
Titles 1
Pages 3

Fees	$101.00
Taxes	$0.00
PCOR	$0.00
Paid	$101.00

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s)

☒ This transfer is exempt from the documentary transfer tax. R&T 11911-Gift
☐ **The documentary transfer tax is $_____** and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Howard I. Goodwin, Trustee of The Howard I. Goodwin Living Trust Dated August 11, 2009, as to an undivided 4.79% interest.

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: February 28, 2018

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Calif

County of Solano

On Mar 1, 2018 before me, Doris M. DeRosier, Notary Public,
(here insert name and title of the officer)

personally appeared Kenneth W. Mattson,
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.

Doris M. DeRosier
Signature

(Seal)

DORIS M. DEROSIER
COMM. # 2098805
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
COMM. EXPIRES MARCH 1, 2019

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel A, as shown on that certain Parcel Map entitled "Being a Portion of Lot 4 of 'Twin Oaks' Filed at 16 BM 43", filed in the office of the Recorder of Sacramento County, California, on September 2, 1983, in Book 77 of Parcel Maps, Page 5.

RECORDING REQUESTED BY:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Sacramento County
Donna Allred, Clerk/Recorder
Doc # **201712150459**
12/15/2017 11:20:30 AM
KNW
Titles 1
Pages 3

Fees	$21.00
Taxes	$1,456.40
PCOR	$0.00
Paid	$1,477.40

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☑ **The documentary transfer tax is** $1,456.40 and is computed on:
- ☐ the full value of the interest or property conveyed.
- ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.

The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Bert D. Montoya, Trustee of THE MONTOYA 1991 TRUST, as to an undivided 13.206% interest.

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: September 21, 2017

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

By:
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 CA

County of Solano

On 11-6-2017 before me, K. R. Hamilton, Notary Public,
(here insert name and title of the officer)

personally appeared Kenneth W Mattson

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

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

WITNESS my hand and official seal.

Signature

(Seal)

K. R. HAMILTON
COMM. # 2123092
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
COMM. EXPIRES SEPT. 9, 2019

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5.

Property Address: 8340-8350 AUBURN BLVD., CITRUS HEIGHTS, CA 95610

RECORDING REQUESTED BY:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Sacramento County
Donna Allred, Clerk/Recorder
Doc # 201711170687
11/17/2017 11:36:37 AM
JER
Titles 1
Pages 3

Fees	$21.00
Taxes	$352.00
PCOR	$0.00
Paid	$373.00

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☑ **The documentary transfer tax is** $352.00 and is computed on:
- ☐ the full value of the interest or property conveyed.
- ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.

The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to John Girardi and Marsi Girardi, as to an undivided 3.245% interest.

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: October 26, 2017

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 CA

County of SOLANO

On 11-6-2017 before me, K. R. Hamilton, Notary Public,
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

(Seal)

K. R. HAMILTON
COMM. # 2123092
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
COMM. EXPIRES SEPT. 9, 2019

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5.

Property Address: 8340-8350 AUBURN BLVD., CITRUS HEIGHTS, CA 95610

RECORDING REQUESTED BY:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To;
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Sacramento County
Donna Allred, Clerk/Recorder
Doc # **201711170686**
11/17/2017 11:36:37 AM
JER
Titles 1
Pages 3

Fees	$27.00
Taxes	$0.00
PCOR	$0.00
Paid	$27.00

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s)

☒ This transfer is exempt from the documentary transfer tax. R+T Code 11930 Transfer into Trust
☐ **The documentary transfer tax is** $_____ and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
John Girardi and Marsi Girardi

hereby GRANT(S) to John A. Girardi and Marsi A. Girardi, Trustees of the John A. Girardi and Marsi A. Girardi Revocable Living Trust dated May 1, 2002, their entire interest of 3.245%

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: October 26, 2017

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BY: _____ Trustee
John Girardi

_____ Trustee
Marsi Girardi

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s):

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 CA

County of El Dorado

On November 13th, 2017 before me, Ioana Rives, Notary Public, (here insert name and title of the officer)

personally appeared John Girardi and Marsi Girardi,

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.

Ioana Rives

Signature

(Seal)

IOANA RIVES
Notary Public - California
El Dorado County
Commission # 2163234
My Comm. Expires Aug 20, 2020

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5.

Property Address: 8340-8350 AUBURN BLVD., CITRUS HEIGHTS, CA 95610

RECORDING REQUESTED BY:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Sacramento County
Donna Allred, Clerk/Recorder
Doc # **201711170685**
11/17/2017 11:36:37 AM
JER
Titles 1
Pages 3

Fees	$27.00
Taxes	$0.00
PCOR	$0.00
Paid	$27.00

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

****CORRECTED****
GRANT DEED
Correcting Document #201709190822 Recorded on 09/19/2017

The undersigned grantor(s) declare(s)

☒ This transfer is exempt from the documentary transfer tax. R+T Code 11925 same Parties
☐ **The documentary transfer tax is $**_____ and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Joseph A. Giacito Jr. and Rebecca A. Giacinto as Trustees of the Joseph A. Giacinto Jr. and Rebecca A. Giacinto Revocable Trust dated September 28, 2005, as to an undivided 4.847% interest.

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: August 1, 2017

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 CA

County of Solano

On 11-6-2017 before me, K. R. Hamilton (here insert name and title of the officer), Notary Public,

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

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

WITNESS my hand and official seal.

Signature (Seal)

K. R. HAMILTON
COMM. # 2123092
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
COMM. EXPIRES SEPT. 9, 2019

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF LOT 4 OF 'TWIN OAKS' FILED AT 16 BM 43", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON SEPTEMBER 2, 1983, IN BOOK 77 OF PARCEL MAPS, PAGE 5.

Property Address: 8340-8350 AUBURN BLVD., CITRUS HEIGHTS, CA 95610

STEWART TITLE OF SACRAMENTO

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

KS Mattson LP
6359 Auburn Blvd.
Citrus Heights, Ca. 95621

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	201710131460	Fees	$33.00
10/13/2017	3:48:31 PM	Taxes	$0.00
JLJ	Electronic	PCOR	$0.00
Titles	1	Paid	$33.00
Pages	5		

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: **Escrow No.:** SU-02046064-DC
APN: 204-0461-042

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $NONE R&T 11911 – gift

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[ ] Unincorporated area [X] City of **AND** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Howard I. Goodwin, Trustee of the The Howard I. Goodwin Living Trust dated August 11, 2009 and Ronald W. Dennison and Deborah A. Dennison, Trustees of the Dennison Living trust dated June 18, 2003 and William J. Reese, a married man, as his sole and separate property

hereby GRANT(s) to:

KS Mattson Partners, LP, A California Limited Partnership

the real property in the County of Sacramento, State of California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: 8340-8350 Auburn Blvd. Citrus Heights and 47-49 Natoma Street, Folsom, , CA

DATED: September 21, 2017

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: Escrow No.: SU-02046064-DC AP#: 204-0461-042

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: September 21, 2017

Howard I. Goodwin, Trustee of the Howard I. Goodwin Living Trust dated August 11, 2009

BY: signed in counterpart
Howard I. Goodwin, Trustee

BY: William J. Reese
William J. Reese

Ronald W. Dennison and Deborah A. Dennison, Trustees of the Dennison Living Trust dated June 18, 2003

BY: signed in counterpart
Ronald W. Dennison, Trustee

BY: signed in counterpart
Deborah A. Denninson

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 Solano

On October 10, 2017 before me, Tamara R. Bojorquez A Notary Public personally appeared William J. Reese

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

TAMARA R. BOJORQUEZ
Notary Public - California
Solano County
Commission # 2141501
My Comm. Expires Mar 1, 2020

Title Order No.: Escrow No.: SU-02046064-DC AP#: 204-0461-042

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: September 21, 2017

Howard I. Goodwin, Trustee of the Howard I. Goodwin Living Trust dated August 11, 2009

BY: signed in counterpart
Howard I. Goodwin, Trustee

BY: signed in counterpart
William J. Reese

Ronald W. Dennison and Deborah A. Dennison, Trustees of the Dennison Living Trust dated June 18, 2003

BY: Ronald W. Dennison
Ronald W. Dennison, Trustee

BY: Deborah A. Dennison
Deborah A. Denninson

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 SANTA CLARA

On 10/09/2017 before me, VATSAL A. PATEL A Notary Public

personally appeared RONALD W. DENNISON, &
DEBORAH A. DENNISON

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.

VATSAL A. PATEL
COMM. #2059532
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Comm. Exp. March 01, 2018

Signature Vatsal Patel (Seal)

Title Order No.: Escrow No.: SU-02046064-DC AP#: 204-0461-042

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: September 21, 2017

Howard I. Goodwin, Trustee of the Howard I. Goodwin Living Trust dated August 11, 2009

BY: Howard I. Goodwin Oct. 10, 2017
Howard I. Goodwin, Trustee

BY: signed in counterpart
William J. Reese

Ronald W. Dennison and Deborah A. Dennison, Trustees of the Dennison Living Trust dated June 18, 2003

BY: signed in counterpart
Ronald W. Dennison, Trustee

BY: signed in counterpart
Deborah A. Denninson

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 SOLANO

On 10/10/2017 before me, PAUL TARIGA A Notary Public

personally appeared HOWARD I. GOODWIN

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

CSP1 PAUL TARIGA CSP1
COMM. #2118609
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
My Commission Expires 7/6/19

Exhibit "A"
Legal Description

Parcel 1:

Parcel A of that certain Parcel Map entitled, 'Being a portion of Lot 4 of Twin Oaks filed at 16 BM 43", filed in the office of the County Recorder of Sacramento on September 2, 1983, in Book 77 of Parcel Maps, at Page 5.

Apn 204-461-042

Parcel 2:

Parcel A, as shown on the Parcel Map entitled "Portion of Projected Section 36, T.10 N., R.7 E., M.D.M. Rancho De Los Americanos", filed in the office of the Recorder of Sacramento County, California, on April 29, 1975, in Book 22 of Parcel Maps, Map No. 6.

Apn: 071-0310-009

Parcel 3:

A portion of projected Section 36, T.10 N., R.7 E., M.D.B.& M., City of Folsom, Sacramento County, California, described as follows:

Commencing at the Northwest corner of Lot 21, Natomas Heights, No. 6, in Projected Section 36, T.10 N., R.7 E., M.D.B.& M., City of Folsom, Sacramento County, California, as shown on that map filed in Map Book 53, Map No. 4, Sacramento County Records;

Thence along the Northeasterly right of way line of Wales Drive, North 36° 48' West 703.10 feet to the point of beginning of this description; thence from said point of beginning continuing North 36° 48' 00" West 188.00 feet; thence along a 20.00 foot radius curve to the right through an angle of 94° 48' 33"; a distance of 33.09 feet, to a point on the Southeasterly right of way line of Morman Island Road, (now called Natoma Street); thence from a tangent that bears North 58° 00' 33" East along a 4557 foot radius curve to the right through an angle of 02° 40' 00", a distance of 212.09 feet; thence leaving the said Southeasterly line of Natoma Street, South 29° 19' 27" East 186.83 feet; (radially); thence South 53° 12' 00" West 208.23 feet to the point of beginning.

Apn: 071-0310-001

STEWART TITLE OF SACRAMENTO

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

William Reese
6565 Gordon Valley Road
Napa,CA 94558

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	201710131459	Fees	$24.00
10/13/2017	3:48:31 PM	Taxes	$0.00
JLJ	Electronic	PCOR	$0.00
Titles 1		Paid	$24.00
Pages 2			

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: Escrow No.: SU-02046064-DC

INTERSPOUSAL TRANSFER GRANT DEED

(Excluded from reappraisal under California Constitution Article 13 A Section 1 et seq.)

DOCUMENTARY TRANSFER TAX is $NONE

computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
) is exempt from imposition of the Documentary Transfer Tax pursuant to Revenue and Taxation Code Section 11927(a), on transferring community, quasi- community, or quasi-marital property, assets between spouses pursuant to a judgment, and order, or a written agreement between spouses in contemplation of any such judgment or order.
[X] A creation, transfer, or termination, solely between spouses, of any co-owner's interest.
"This conveyance establishes sole and separate property of a spouse, R & T 11911." — gift
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Cheryl A. Reese **wife of the herein named Grantee**

hereby GRANT(s) to:
William J. Reese, a married man, as his sole and separate property

the real property in the County of Sacramento, State of California, described as:
LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF
Also Known as: 8340-8350 Auburn Blvd. Citrus Heights and 47-49 Natoma Street, Folsom, , CA
A.P. #

Dated October 4, 2017

Cheryl A. Reese
~~Spouse of William J. Reese~~
Cheryl A Reese

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 Solano
On October 10 2017 before me, Tamara R. Bojorquez A Notary Public
personally appeared Cheryl A. Reese who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)

TAMARA R. BOJORQUEZ
Notary Public - California
Solano County
Commission # 2141501
My Comm. Expires Mar 1, 2020

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS SHOWN ABOVE:

Exhibit "A"
Legal Description

Parcel 1:

Parcel A of that certain Parcel Map entitled, 'Being a portion of Lot 4 of Twin Oaks filed at 16 BM 43", filed in the office of the County Recorder of Sacramento on September 2, 1983, in Book 77 of Parcel Maps, at Page 5.

Apn 204-461-042

Parcel 2:

Parcel A, as shown on the Parcel Map entitled "Portion of Projected Section 36, T.10 N., R.7 E., M.D.M. Rancho De Los Americanos", filed in the office of the Recorder of Sacramento County, California, on April 29, 1975, in Book 22 of Parcel Maps, Map No. 6.

Apn: 071-0310-009

Parcel 3:

A portion of projected Section 36, T.10 N., R.7 E., M.D.B.& M., City of Folsom, Sacramento County, California, described as follows:

Commencing at the Northwest corner of Lot 21, Natomas Heights, No. 6, in Projected Section 36, T.10 N., R.7 E., M.D.B.& M., City of Folsom, Sacramento County, California, as shown on that map filed in Map Book 53, Map No. 4, Sacramento County Records;

Thence along the Northeasterly right of way line of Wales Drive, North 36° 48' West 703.10 feet to the point of beginning of this description; thence from said point of beginning continuing North 36° 48' 00" West 188.00 feet; thence along a 20.00 foot radius curve to the right through an angle of 94° 48' 33"; a distance of 33.09 feet, to a point on the Southeasterly right of way line of Morman Island Road, (now called Natoma Street); thence from a tangent that bears North 58° 00' 33" East along a 4557 foot radius curve to the right through an angle of 02° 40' 00", a distance of 212.09 feet; thence leaving the said Southeasterly line of Natoma Street, South 29° 19' 27" East 186.83 feet; (radially); thence South 53° 12' 00" West 208.23 feet to the point of beginning.

Apn: 071-0310-001

RECORDING REQUESTED BY:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Sacramento County
Donna Allred, Clerk/Recorder
Doc # **201709190824**
9/19/2017 10:05:41 AM
REB
Titles 1
Pages 3

Fees	$21.00
Taxes	$825.00
PCOR	$0.00
Paid	$846.00

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☑ **The documentary transfer tax is $** 825.00 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Patrick McMullen, Trustee, of "THE PATRICK MCMULLEN LIVING TRUST UTD, dated 4/26/2004", as to an undivided 8.554% interest.
the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: August 1, 2017

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY:
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Calif

County of Solano

On Sept. 5, 2017 before me, Doris M. DeRosier, Notary Public,
(here insert name and title of the officer)

personally appeared Kenneth W Mattson,
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.

Doris M. DeRosier
Signature

(Seal)

DORIS M. DEROSIER
COMM. # 2098805
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
COMM. EXPIRES MARCH 1, 2019

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel A, as shown on that certain Parcel Map entitled "Being a Portion of Lot 4 of 'Twin Oaks' Filed at 16 BM 43", filed in the office of the Recorder of Sacramento County, California, on September 2, 1983, in Book 77 of Parcel Maps, Page 5.

RECORDING REQUESTED BY:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Sacramento County
Donna Allred, Clerk/Recorder
Doc # **201709190823**
9/19/2017 10:05:40 AM
REB
Titles 1
Pages 3

Fees	$21.00
Taxes	$550.00
PCOR	$0.00
Paid	$571.00

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☑ **The documentary transfer tax is $** 550.00 and is computed on:
☐ the full value of the interest or property conveyed.
☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to James Mattson and Rachel Mattson, as to an undivided 5.703% interest.

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: August 1, 2017

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Calif

County of Solano

On Sept. 5, 2017 before me, Doris M. DeRosier, Notary Public,
(here insert name and title of the officer)

personally appeared Kenneth W. Mattson,
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.

Doris M. DeRosier
Signature

(Seal)

DORIS M. DEROSIER
COMM. # 2098805
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
COMM. EXPIRES MARCH 1, 2019

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel A, as shown on that certain Parcel Map entitled "Being a Portion of Lot 4 of 'Twin Oaks' Filed at 16 BM 43", filed in the office of the Recorder of Sacramento County, California, on September 2, 1983, in Book 77 of Parcel Maps, Page 5.

RECORDING REQUESTED BY:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Sacramento County
Donna Allred, Clerk/Recorder
Doc # **201709190822**
9/19/2017 10:05:40 AM
REB
Titles 1
Pages 3

Fees	$21.00
Taxes	$385.00
PCOR	$0.00
Paid	$406.00

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☑ **The documentary transfer tax is $** 385.00 and is computed on:
- ☐ the full value of the interest or property conveyed.
- ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.

The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Joseph A. Giacinto Jr. and Rebecca A. Giacinto as Trustees of the Joseph A. Giacinto Jr. and Rebecca A. Giacinto Revocable Trust Dated September 28, 2005, as to an undivided % interest.
the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: August 1, 2017

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY:
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Calif.

County of Solano

On Sept. 5, 2017 before me, Doris M. DeRosier, Notary Public,
(here insert name and title of the officer)

personally appeared Kenneth W. Mattson,
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.

Doris M. DeRosier
Signature

(Seal)

DORIS M. DEROSIER
COMM. # 2098805
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
COMM. EXPIRES MARCH 1, 2019

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel A, as shown on that certain Parcel Map entitled "Being a Portion of Lot 4 of 'Twin Oaks' Filed at 16 BM 43", filed in the office of the Recorder of Sacramento County, California, on September 2, 1983, in Book 77 of Parcel Maps, Page 5.

RECORDING REQUESTED BY:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Sacramento County Recorder
Donna Allred, Clerk/Recorder
BOOK 20160324 PAGE 0327
Check Number 0855
Thursday, MAR 24, 2016 9:49:22 AM
Ttl Pd $21.00 Rcpt # 0009009667
005-Citrus Height DTT PAID
ARR/26/1-3

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☑ **The documentary transfer tax is** $ 352.55 and is computed on:
☒ the full value of the interest or property conveyed.
☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to The Howard I. Goodwin Living Trust Dated August 11, 2009, as to an undivided 3.650% interest.

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: December 10, 2015

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Solano

On February 10, 2016 before me, Bailey Grossheim, Notary Public,
(here insert name and title of the officer)

personally appeared Kenneth W. Mattson,
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.

Bailey Grossheim
Signature

(Seal)

BAILEY GROSSHEIM
COMM. #2070004
Notary Public · California
Solano County
My Comm. Expires May 31, 2018

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel A, as shown on that certain Parcel Map entitled "Being a Portion of Lot 4 of 'Twin Oaks' Filed at 16 BM 43", filed in the office of the Recorder of Sacramento County, California, on September 2, 1983, in Book 77 of Parcel Maps, Page 5.

Sacramento County Recorder
Donna Allred, Clerk/Recorder
BOOK 20151204 PAGE 0891
Check Number 9955
Friday, DEC 04, 2015 2:04:08 PM
Ttl Pd $21.00 Rcpt # 0008884574
005-Citrus Height DTT PAID
INK/87/1-3

RECORDING REQUESTED BY:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Property Address: 8340-8350 Auburn Blvd., Citrus Heights, CA 95610 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 204-0461-042

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☑ **The documentary transfer tax is $** 572.72 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership
hereby GRANT(S) to The Dennison Living Trust dated June 18, 2003 Ronald W. Dennison, Trustee, and Deborah A. Dennison, Trustee, as to an undivided 8.997% interest.

the following described real property in the City of Citrus Heights, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: October 28, 2015

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 204-0461-042

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 Calif

County of Solano

On Oct. 30, 2015 before me, Doris M. DeRosier, Notary Public,
(here insert name and title of the officer)

personally appeared Kenneth W. Mattson,
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.

Doris M. DeRosier (Seal)
Signature

DORIS M. DEROSIER
COMM. # 2098805
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
COMM. EXPIRES MARCH 1, 2019

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel A, as shown on that certain Parcel Map entitled "Being a Portion of Lot 4 of 'Twin Oaks' Filed at 16 BM 43", filed in the office of the Recorder of Sacramento County, California, on September 2, 1983, in Book 77 of Parcel Maps, Page 5.

Sacramento County Recorder
Donna Allred, Clerk/Recorder
BOOK 20141216 PAGE 0261
Check Number v2460
Tuesday, DEC 16, 2014 9:04:25 AM
Ttl Pd $15.00 Rcpt # 0008451978
005-Citrus Height DTT PAID
DHB/58/1-1

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO

NAME KS Mattson Partners, LP

ADDRESS P.O. Box 5490

CITY
STATE & ZIP Vacaville, CA 95696

GRANT DEED

TITLE ORDER NO. ESCROW NO. APN NO. 204-0461-042

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is $ 220.00 CITY TAX $ _____
☐ computed on full value of property conveyed, or computed on full value less value of liens or encumbrances remaining at time of sale,
☐ Unincorporated area: ☑ City of Citrus Heights and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, KS Mattson Partners, LP, a California Limited Partnership, as an undivided 5.71% interest

hereby GRANT(s) to William J Reese, a married man, as his sole and separate property, as to an undivided 5.71% interest

the following described real property in the County of Sacramento State of California
Parcel A as shown on that certain Parcel Map entitled "Being a Portion of Lot 4 of 'Twin Oaks' Files at 16BM 43", filed in the office of the Recorder of Sacramento County, California, on September 2, 1983, in Book 77 of Parcel Maps, Page 5

Dated December 1, 2014

KS Mattson Partners LP, a California Limited Partnership

Kenneth W Mattson

STATE OF CALIFORNIA
COUNTY OF Solano

ON Nov. 25, 2014 before me, Doris M. DeRosier
Notary Public, personally appeared Kenneth W. Mattson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed tothe 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 Doris M. DeRosier (Seal)

DORIS M. DEROSIER
COMM. # 1924101
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
COMM. EXPIRES MARCH 1, 2015

RECORDING REQUESTED BY:

Escrow No.:
Locate No.:
Title No.:

When Recorded Mail Document and Tax Statement To:
K S Mattson Partners, LP
P. O. Box 5490
Vacaville, Ca. 95696

Sacramento County Recorder
David Villanueva, Clerk/Recorder
BOOK 20141125 PAGE 1311
Check Number 3849
Tuesday, NOV 25, 2014 1:51:05 PM
Ttl Pd $30.00 Rcpt # 0008430555
DHB/58/1-4

APN: 204-0461-042-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

RET 11911 Value or consideration is less than $100

The undersigned grantor(s) declare(s)
Documentary transfer tax is $RET 11911 .0 City Transfer Tax is $
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area City of Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Gayle Young, as Trustee of the Young Family Trust dated November 11, 1994 as amended and restated; Victoria Eugenie Koerner as Trustee of the Victorine V. Salowitz Living Trust; Luis U. Martinez and Elizabeth N. Martinez, as Trustees of the Luis Urbano Martinez and Elizabeth Naomi Martinez Revocable Inter Vivos Trust dated July 6, 1998, James Van Blargian and Susan A. Van Blargian, as Trustees of the James Van Blargian and Susan A. Van Blargian Trust dated July 21, 1994, Cathryn A. Kirkland as Successor Trustee of the Kirkland Trust, UDT dated November 10, 2003, Esther Morris Loux, as Trustee of the Loux Family Living Trust, Stephan F. Beauchamp and Evelyn C. Beauchamp, individually and as Co-Trustees of the Stephan F. Beauchamp and Evelyn C. Beauchamp Revocable Trust dated June 19, 2007

hereby GRANT(S) to K S Mattson Partners, LP, a California Limited Partnership
the following described real property in the City of Citrus Heights, County of Sacramento, State of **California:**
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED: September 16, 2014

State of California
County of ORANGE

On SEPT OCT. 1, 2014 before me,
THERESE O. TROWER, Notary Public
(here insert name and title of the officer), personally appeared
VICTORIA EUGENIE KOERNER

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 Therese O. Trower (Seal)

For signatures, see "Exhibit B" attached hereto and made a part hereof.

THERESE O. TROWER
COMM. #2042779
Notary Public - California
Orange County
My Comm. Expires Sep. 23, 2017

MAIL TAX STATEMENTS AS DIRECTED ABOVE

FD-213 (Rev 12/07)
(grantfil) (10-03) (Rev. 07-11)

GRANT DEED

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel A, as shown on that certain Parcel Map entitled "Being a Portion of Lot 4 of 'Twin Oaks' Filed at 16 BM 43", filed in the office of the Recorder of Sacramento County, California, on September 2, 1983, in Book 77 of Parcel Maps, Page 5.

Exhibit B – Signatures to grant deed

The Yuong Family Trust dated November 11, 1994, as amended and restated:

BY: _____
Gayle Young, Trustee

The Victorine V. Solovieff Living Trust:

BY: Victoria Eugenie Koerner Trustee
Victoria Eugenie Koerner, Trustee

The Luis Urbano Martinez and Elizabeth Naomi Martinez Revocable Inter Vivos Trust dated July 6, 1998:

BY _____
Luis U. Martinez

BY: _____
Elizabeth N. Martinez

The James Van Blargian and Susan A. Van Blargian Trust dated July 21, 1994:

BY: James Van Blargian Trustee
James Van Blargian, Trustee

BY: Susan A. Van Blargian Trustee
Susan A. Van Blargian, Trustee

The Kirkland Trust UDT dated Novembver 10, 2003:

BY: _____
Cathryn A. Kirkland, Successor Trustee

The Loux Family Living Trust:

BY: _____
Esther Morris Loux, Trustee

The Stephan F. Beauchamp and Evelyn C. Beauchamp Revocable Trust dated June 14, 2007:

BY: _____
Stephan F. Beauchamp, Trustee

BY: _____
Evelyn C. Beauchamp, Trustee

State of HAWAII)
) ss.
County of MAUI)

On this 20 day of NOVEMBER, 20 14, before me personally appeared JAMES VAN BLARGIAN AND SUSAN A. VAN BLARGIAN, to me personally known (or proved to be on the basis of satisfactory evidence), who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

RHODA P.L. CHUNG NOTARY 05-190 PUBLIC STATE OF HAWAII

Signature: _____

Name: Rhoda PL Chung

Notary Public, State of HAWAII

My Commission expires Rhoda P.L. Chung Exp. Date: April 3, 2017

(SEAL)

Doc Date: UNDATED # Pages: 02

Name: Rhoda PL Chung 2ND Circuit

Doc. Description: SIGNATURES TO GRANTDEED

_____ 11/20/14

Signature Date

NOTARY CERTIFICATION

RHODA P.L. CHUNG NOTARY 05-190 PUBLIC STATE OF HAWAII

RECORDING REQUESTED BY:

Escrow No.:
Locate No.:
Title No.:

When Recorded Mail Document and Tax Statement To:
K S Mattson Partners, LP
P O Box 5490
Vacaville, Ca. 95696

Sacramento County Recorder
David Villanueva, Clerk/Recorder
BOOK 20141027 PAGE 0479
Check Number 8514
Monday, OCT 27, 2014 12:46:39 PM
Ttl Pd $54 00 Rcpt # 0008396312

SJS/57/1-12

APN: 204-0461-042-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s)
Documentary transfer tax is ~~$RFT 11925~~ **City Transfer Tax is $**
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area City of Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Gayle Young, as Trustee of the Young Family Trust dated November 11, 1994 as amended and restated; Victoria Eugenie Koerner as Trustee of the Victorine V Solovieff Living Trust, Luis U. Martinez and Elizabeth N. Martinez, as Trustees of the Luis Urbano Martinez and Elizabeth Naomi Martinez Revocable Inter Vivos Trust dated July 6, 1998, ~~James Van Blargian and Susan A. Van Blargian, as Trustees of the James Van Blargian and Susan A Van Blargian Trust dated July 21, 1994, Cathryn A. Kirkland, as Successor Trustee of the Kirkland Trust, UDT dated November 10, 2003~~, Esther Morris Loux, as Trustee of the Loux Family Living Trust, Stephan F Beauchamp and Evelyn C. Beauchamp, individually and as Co-Trustees of the Stephan F. Beauchamp and Evelyn C. Beauchamp Revocable Trust dated June 14, 2007

hereby GRANT(S) to K S Mattson Partners, LP, a California Limited Partnership
the following described real property in the City of Citrus Heights, County of Sacramento, State of **California:**
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED. September 16, 2014

State of California)
County of ORANGE)

On ~~SEPT~~ OCT 1, 2014 before me,
THERESE O. TROWER, Notary Public
(here insert name and title of the officer), personally appeared
VICTORIA EUGENIE KOERNER

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 Therese O Trower (Seal)

For signatures, see "Exhibit B" attached hereto and made a part hereof

THERESE O TROWER
COMM #2042779
Notary Public California
Orange County
My Comm. Expires Sep. 23, 2017

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Case: 24-10715 Doc# 192-17 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 244 of 631

Exhibit B - Signatures to grant deed

The Young Family Trust dated November 11, 1994, as amended and restated:

BY: _____
Gayle Young, Trustee

The Victorine V. Solovieff Living Trust:

BY: Victoria Eugenie Koerner Trustee
Victoria Eugenie Koerner, Trustee

The Luis Urbano Martinez and Elizabeth Naomi Martinez Revocable Inter Vivos Trust dated July 6, 1998:

BY _____
Luis U. Martinez

BY: _____
Elizabeth N. Martinez

The James Van Blarigan and Susan N. Van Blarigan Trust dated July 21, 1994:

BY: _____
James Van Blarigan, Trustee

BY: _____
Susan N. Van Blarigan, Trustee

The Kirkland Trust UDT dated Novembver 10, 2003:

BY: _____
Cathryn A. Kirkland, Successor Trustee

The Loux Family Living Trust:

BY: _____
Esther Morris Loux, Trustee

The Stephan F. Beauchamp and Evelyn C. Beauchamp Revocable Trust dated June 14, 2007:

BY: _____
Stephan F. Beauchamp, Trustee

BY: _____
Evelyn C. Beauchamp, Trustee

Exhibit B - Signatures to grant deed

The Young Family Trust dated November 11, 1994, as amended and restated:

BY: _____
Gayle Young, Trustee

The Victorine V. Solovieff Living Trust:

BY: Victoria Eugenie Koerner Trustee
Victoria Eugenie Koerner, Trustee

The Luis Urbano Martinez and Elizabeth Naomi Martinez Revocable Inter Vivos Trust dated July 6, 1998:

BY _____
Luis U. Martinez

BY: _____
Elizabeth N. Martinez

The James Nan Blanchan and Susan A. Nan Blanchan Trust dated July 21, 1994:

BY: _____
James Nan Blanchan, Trustee

BY: _____
Susan A. Nan Blanchan, Trustee

The Kirkland Trust UDT dated Novembver 10, 2003:

BY: _____
Cathryn A. Kirkland, Successor Trustee

The Loux Family Living Trust:

BY: _____
Esther Morris Loux, Trustee

The Stephan F. Beauchamp and Evelyn C. Beauchamp Revocable Trust dated June 14, 2007:

BY: Trustee
Stephan F. Beauchamp, Trustee

BY: Trustee
Evelyn C. Beauchamp, Trustee

Exhibit B - Signatures to grant deed

The Yuong Family Trust dated November 11, 1994, as amended and restated:

BY: _____
Gayle Young, Trustee

The Victorine V. Solovieff Living Trust:

BY: Victoria Eugenie Koerner Trustee
Victoria Eugenie Koerner, Trustee

The Luis Urbano Martinez and Elizabeth Naomi Martinez Revocable Inter Vivos Trust dated July 6, 1998:

BY _____
Luis U. Martinez

BY: _____
Elizabeth N. Martinez

~~The James Ray Blackman and Susan A. Ray Blackman Trust dated July 21, 1994:~~

~~BY: _____ BY: _____~~
~~James Ray Blackman, Trustee Susan A. Ray Blackman, Trustee~~

~~The Stephen F. Beauchamp Succession Trust dated June 14, 2008:~~

~~BY: _____~~
~~Stephen F. Beauchamp, Successor Trustee~~

The Loux Family Living Trust:

BY: _____
Esther Morris Loux, Trustee

The Stephen F. Beauchamp and Evelyn C. Beauchamp Revocable Trust dated June 14, 2007:

BY: Trustee
Stephen F. Beauchamp, Trustee

BY: Trustee
Evelyn C. Beauchamp, Trustee

individually
Stephen F. Beauchamp, individually

individually
Evelyn C. Beauchamp, individually

Exhibit B - Signatures to grant deed

The Young Family Trust dated November 11, 1994, as amended and restated:

BY: _____
Gayle Young, Trustee

The Victorine V. Solovieff Living Trust:

BY: Victoria Eugenie Koerner Trustee
Victoria Eugenie Koerner, Trustee

The Luis Urbano Martinez and Elizabeth Naomi Martinez Revocable Inter Vivos Trust dated July 6, 1998:

BY _____
Luis U. Martinez

BY: _____
Elizabeth N. Martinez

The James Van Blargian and Susan A. Van Blargian Trust dated July 21, 1994:

BY: _____
James Van Blargian, Trustee

BY: _____
Susan A. Van Blargian, Trustee

The Kirkland Trust UDT dated Novembver 10, 2003:

BY: _____
Cathryn A. Kirkland, Successor Trustee

The Loux Family Living Trust:

BY: Esther Morris Loux, Trustee
Esther Morris Loux, Trustee

The Stephan F. Beauchamp and Evelyn C. Beauchamp Revocable Trust dated June 14, 2007:

BY: _____
Stephan F. Beauchamp, Trustee

BY: _____
Evelyn C. Beauchamp, Trustee

Exhibit B - Signatures to grant deed

The Young Family Trust dated November 11, 1994, as amended and restated:

BY: _____
Gayle Young, Trustee

The Victorine V. Solovieff Living Trust:

BY: Victoria Eugenie Koerner Trustee
Victoria Eugenie Koerner, Trustee

The Luis Urbano Martinez and Elizabeth Naomi Martinez Revocable Inter Vivos Trust dated July 6, 1998:

BY: Luis U. Martinez
Luis U. Martinez

BY: Elizabeth N. Martinez
Elizabeth N. Martinez

The James Van Blaricom and Susan A. Van Blaricom Trust dated July 21, 1994:

BY: _____
James Van Blaricom, Trustee

BY: _____
Susan A. Van Blaricom, Trustee

The Kirkland Trust UDT dated Novembver 10, 2003:

BY: _____
Cathryn A. Kirkland, Successor Trustee

The Loux Family Living Trust:

BY: _____
Esther Morris Loux, Trustee

The Stephan F. Beauchamp and Evelyn C. Beauchamp Revocable Trust dated June 14, 2007:

BY: _____
Stephan F. Beauchamp, Trustee

BY: _____
Evelyn C. Beauchamp, Trustee

Exhibit B - Signatures to grant deed

The Young Family Trust dated November 11, 1994, as amended and restated:

BY: Gayle Young Trustee
Gayle Young, Trustee

The Victorine V. Solovieff Living Trust:

BY: Victoria Eugenie Koerner Trustee
Victoria Eugenie Koerner, Trustee

The Luis Urbano Martinez and Elizabeth Naomi Martinez Revocable Inter Vivos Trust dated July 6, 1998:

BY _____
Luis U. Martinez

BY: _____
Elizabeth N. Martinez

~~The James Van Blargian and Susan A. Van Blargian Trust dated July 21, 1994:~~

~~BY: _____ BY: _____~~
~~James Van Blargian, Trustee~~ ~~Susan A. Van Blargian, trustee~~

The Kirkland Trust UDT dated Novembver 10, 2003:

BY: _____
Cathryn A. Kirkland, Successor Trustee

The Loux Family Living Trust:

BY: _____
Esther Morris Loux, Trustee

The Stephan F. Beauchamp and Evelyn C. Beauchamp Revocable Trust dated June 14, 2007:

BY: _____
Stephan F. Beauchamp, Trustee

BY: _____
Evelyn C. Beauchamp, Trustee

ACKNOWLEDGMENT

State of California
County of Alameda

On 10/18/14 before me, Spencer Stitt Notary Public,
(here insert name and title of the officer)
personally appeared Stephan F Beauchamp and
Evelyn C. Beauchamp

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

SPENCER STITT
Commission # 1935852
Notary Public - California
Alameda County
My Comm Expires May 9, 2015

(Seal)

ACKNOWLEDGMENT

State of California
County of ALAMEDA

On 10·07·2014 before me, MARJORIE GRACE GUINOO - NOTARY PUBLIC
(here insert name and title of the officer)

personally appeared
ESTHER MORRIS LOUK

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

MARJORIE-GRACE GUINOO
COMM #1951509
NOTARY PUBLIC • CALIFORNIA
CONTRA COSTA COUNTY
Commission Expires Sep 10, 2015

(Seal)

ACKNOWLEDGMENT

State of California
County of Alameda

On Oct 7, 2014 before me, J Medina, NOTARY PUBLIC,
(here insert name and title of the officer)

personally appeared Luis Ortano Martinez and Elizabeth Naomi Martinez

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

J MEDINA
Commission # 1984315
Notary Public - California
Alameda County
My Comm Expires Jul 6, 2016

Signature

(Seal)

ACKNOWLEDGMENT

State of California
County of Contra Costa

On October 8, 2014 before me, B. Barairo, Notary Public,
(here insert name and title of the officer)

personally appeared Gayle Young

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 B Barairo

B. BARAIRO
Commission # 2020074
Notary Public - California
Contra Costa County
My Comm. Expires Apr 15, 2017

(Seal)

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS

Parcel A, as shown on that certain Parcel Map entitled "Being a Portion of Lot 4 of 'Twin Oaks' Filed at 16 BM 43", filed in the office of the Recorder of Sacramento County, California, on September 2, 1983, in Book 77 of Parcel Maps, Page 5

RECORDING REQUESTED BY:
Fidelity National Title Company
Escrow No.: fsjp-1011400602
Locate No.:
Title No.: fsjp-1011400602

When Recorded Mail Document and Tax Statement To:
K S Mattson Partners LP
P.O. Box 5490
Vacaville, Ca. 95696

Sacramento County Recorder
David Villanueva, Clerk/Recorder
BOOK 20141027 PAGE 0478
Check Number 8514
Monday, OCT 27, 2014 12 46.39 PM
Ttl Pd $24 00 Rcpt # 0008396309
SJS/57/1-2

APN: 2004 04061 042 000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THIS DOCUMENT MAY BE SIGNED, ACCEPTED AND RECORDED IN (COUNTERPARTS)

The undersigned grantor(s) declare(s)
Documentary transfer tax is $ RET 1425 **City Transfer Tax is $**
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area City of **Citrus Heights,**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Cathryn A. Kirkland, as Successor Trustee of The Kirkland Trust UDT dated November 10, 2003

hereby GRANT(S) to K S Mattson Partners LP, a California Limited Partnership

the following described real property in the City of Citrus Heights County of **Sacramento**, State of **California:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED: October 2, 2014

The Kirkland Trust UDT dated November 10, 2003

BY: Cathryn A. Kirkland
Cathryn A. Kirkland, Successor Trustee

State of California)
County of Alameda)

On 10-2-14 before me, Arron W Stanley, Notary Public (here insert name and title of the officer), personally appeared Cathryn A Kirkland,

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 Arron W Stanley (Seal)

ARRON W STANLEY
Commission No 1981271
NOTARY PUBLIC CALIFORNIA
ALAMEDA COUNTY
My Comm Expires JULY 4 2016

MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 204-0461-042-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS

Parcel A, as shown on that certain Parcel Map entitled "Being a Portion of Lot 4 of 'Twin Oaks' Filed at 16 BM 43", filed in the office of the Recorder of Sacramento County, California, on September 2, 1983, in Book 77 of Parcel Maps, Page 5

Sacramento County Recorder
David Villanueva, Clerk/Recorder
BOOK 20140708 PAGE 0993
Check Number 3792
Tuesday, JUL 08, 2014 1:40:05 PM
Ttl Pd $15.00 Rcpt # 0008269503
005-Citrus Height DTT PAID
NND/89/1-1

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO

NAME KS Mattson Partners, LP

ADDRESS P.O. Box 5490

CITY
STATE & ZIP Vacaville, CA 95696

GRANT DEED

TITLE ORDER NO. ESCROW NO. APN NO. 204-0461-042

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is $ 55.00 CITY TAX $
☐ computed on full value of property conveyed, or computed on full value less value of liens or encumbrances remaining at time of sale,
☐ Unincorporated area: ☑ City of Citrus Heights and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, KS Mattson Partners, LP, a California Limited Partnership, as an undivided 2.79% interest

hereby GRANT(s) to Stephan F Beauchamp and Evelyn C Beauchamp, individually and as Co-Trustees of the Stephan F Beauchamp and Evelyn C Beauchamp Revocable Trust dated June 14, 2007, as to an undivided 2.79% interest

the following described real property in the County of Sacramento State of California
Parcel A as shown on that certain Parcel Map entitled "Being a Portion of Lot 4 of 'Twin Oaks' Files at 168M 43", filed in the office of the Recorder of Sacramento County, California, on September 2, 1983, in Book 77 of Parcel Maps, Page 5

Dated June 16, 2014

KS Mattson Partners LP, a California Limited Partnership

Kenneth W Mattson

STATE OF CALIFORNIA)
COUNTY OF Alameda)

ON July 7, 2014 before me, Romie Verma
Notary Public, personally appeared Kenneth W. Mattson

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 Romie Verma (Seal)

ROMIE VERMA
COMM. #1970526
NOTARY PUBLIC • CALIFORNIA
ALAMEDA COUNTY
Commission Expires MAR 4, 2016

Sacramento County Recorder
David Villanueva, Clerk/Recorder
BOOK 20140523 PAGE 0271
Check Number V0264
Friday, MAY 23, 2014 9:47:20 AM
Ttl Pd $15.00 Rcpt # 0008218365
005-Citrus Height DTT PAID

DHB/58/1-1

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO

NAME KS Mattson Partners, LP

ADDRESS P.O. Box 5490

CITY
STATE & ZIP Vacaville, CA 95696

GRANT DEED

TITLE ORDER NO. ESCROW NO. APN NO. 204-0461-042

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is $ 165.55 CITY TAX $ 0.00

☐ computed on full value of property conveyed, or computed on full value less value of liens or encumbrances remaining at time of sale,
☐ Unincorporated area: ☑ City of Citrus Heights, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, KS Mattson Partners, LP, a California Limited Partnership, as an undivided 7.14% interest

hereby GRANT(s) to Esther Morris Loux as Trustee of the Loux Family Living Trust, as to an undivided 7.14% interest

the following described real property in the County of Sacramento State of California

Parcel A as shown on that certain Parcel Map entitled "Being a Portion of Lot 4 of 'Twin Oaks' Files at 168M 43", filed in the office of the Recorder of Sacramento County, California, on September 2, 1983, in Book 77 of Parcel Maps, Page 5

Dated April 22, 2014

KS Mattson Partners LP, a California Limited Partnership

Kenneth W Mattson

STATE OF CALIFORNIA)
COUNTY OF Solano)

ON 5-22-14 before me, Doris M. DeRosier, notary public

Notary Public, personally appeared Kenneth W. Mattson

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.

NESS my hand and official seal. Doris M. DeRosier

Signature (Seal)

DORIS M. DEROSIER
COMM. # 1924101
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
COMM. EXPIRES MARCH 1, 2015

Signature

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO

NAME KS Mattson Partners, LP

ADDRESS P.O. Box 5490

CITY
STATE & ZIP Vacaville, CA 95696

Sacramento County Recorder
Craig A. Kramer, Clerk/Recorder
BOOK 20140303 PAGE 0439
Check Number v8488
Monday, MAR 03, 2014 11:57:01 AM
Ttl Pd $15.00 Rcpt # 0008127492
005-Citrus Height DTT PAID
ARR/26/1-1

GRANT DEED

TITLE ORDER NO. ESCROW NO. APN NO. 204-0461-042

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is $ 220.00 CITY TAX $ 0.00
☐ computed on full value of property conveyed, or computed on full value less value of liens or encumbrances remaining at time of sale,
☐ Unincorporated area: ☑ City of Citrus Heights and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, KS Mattson Partners, LP, a California Limited Partnership, as an undivided 5.715% interest

hereby GRANT(s) to Cathryn A Kirkland as Successor Trustee of The Kirkland Trust, UDT dated November 10, 2003

the following described real property in the County of Sacramento State of California

Parcel A as shown on that certain Parcel Map entitled "Being a Portion of Lot 4 of 'Twin Oaks' Files at 16BM 43", filed in the office of the Recorder of Sacramento County, California, on September 2, 1983, in Book 77 of Parcel Maps, Page 5

Dated February 4, 2014

KS Mattson Partners LP, a California Limited Partnership

Kenneth W Mattson

STATE OF CALIFORNIA)
COUNTY OF)

ON Feb 25, 2014 before me, ROMIE VERMA
Notary Public, personally appeared KENNETH W. MATTSON

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 Romie Verma (Seal)

ROMIE VERMA
COMM. #1970528
NOTARY PUBLIC • CALIFORNIA
ALAMEDA COUNTY
Commission Expires MAR 4, 2016

Sacramento County Recorder
Craig A. Kramer, Clerk/Recorder
BOOK 20140131 PAGE 0210
Check Number v2779
Friday, JAN 31, 2014 8:59:15 AM
Ttl Pd $15.00 Rcpt # 0008097591
005-Citrus Height DTT PAID
NND/89/1-1

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO

NAME KS Mattson Partners, LP

ADDRESS P.O. Box 5490

CITY
STATE & ZIP Vacaville, CA 95696

GRANT DEED

TITLE ORDER NO. ESCROW NO. APN NO. 204-0461-042

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is $ 440.00 CITY TAX $ 0.00
☐ computed on full value of property conveyed, or computed on full value less value of liens or encumbrances remaining at time of sale,
☐ Unincorporated area: ☑ City of Citrus Heights, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, KS Mattson Partners, LP, a California Limited Partnership, as an undivided 11.43% interest

hereby GRANT(s) to James Van Blargian and Susan A Van Blargian as Trustees of the James Van Blargian and Susan A Van Blargian Trust dated July 21, 1994, as to an undivided 11.43% interest

the following described real property in the County of Sacramento State of California
Parcel A as shown on that certain Parcel Map entitled "Being a Portion of Lot 4 of 'Twin Oaks' Files at 16BM 43", filed in the office of the Recorder of Sacramento County, California, on September 2, 1983, in Book 77 of Parcel Maps, Page 5

Dated January 24, 2014

KS Mattson Partners LP, a California Limited Partnership

Kenneth W Mattson

STATE OF CALIFORNIA)
COUNTY OF Solano)

ON 1/29/14 before me, Doris M. DeRosier
Notary Public, personally appeared Kenneth W. Mattson

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 Doris M. DeRosier (Seal)

DORIS M. DEROSIER
COMM. # 1924101
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
COMM. EXPIRES MARCH 1, 2015

Sacramento County Recorder
Craig A. Kramer, Clerk/Recorder
BOOK 20140108 PAGE 0466
Check Number 3727
Wednesday, JAN 08, 2014 10:37:10 AM
Ttl Pd $15.00 Rcpt # 0008073728
005-Citrus Height DTT PAID

NND/89/1-1

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO

NAME KS Mattson Partners, LP

ADDRESS P.O. Box 5490

CITY
STATE & ZIP Vacaville, CA 95696

GRANT DEED

TITLE ORDER NO. ESCROW NO. APN NO. 204-0461-042

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is $ 143.55 CITY TAX $ 0.00

☐ computed on full value of property conveyed, or computed on full value less value of liens or encumbrances remaining at time of sale,
☐ Unincorporated area: ☑ City of Citrus Heights and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, KS Mattson Partners, LP, a California Limited Partnership, as an undivided 8.142% interest

hereby GRANT(s) to Luis U Martinez and Elizabeth N Martinez as Trustees of the Luis Urbano Martinez and Elizabeth Naomi Martinez Revocable Inter Vivos Trust dated July 6, 1998, as to an undivided 8.142% interest

the following described real property in the County of Sacramento State of California

Parcel A as shown on that certain Parcel Map entitled "Being a Portion of Lot 4 of 'Twin Oaks' Files at 16BM 43", filed in the office of the Recorder of Sacramento County, California, on September 2, 1983, in Book 77 of Parcel Maps, Page 5

Dated January 6, 2014

KS Mattson Partners LP, a California Limited Partnership

Kenneth W Mattson

STATE OF CALIFORNIA)
COUNTY OF)

ON January 7, 2014 before me, Samuel Medina
Notary Public, personally appeared Kenneth W Mattson

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

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

Witness my hand and official seal.

Signature _____ (Seal)

SAMUEL MEDINA
Commission # 2019787
Notary Public - California
Alameda County
My Comm. Expires Apr 14, 2017

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO

NAME KS Mattson Partners, LP

ADDRESS P.O. Box 5490

CITY
STATE & ZIP Vacaville, CA 95696

Sacramento County Recorder
Craig A. Kramer, Clerk/Recorder
BOOK 20131031 PAGE 0563
Check Number 3707
Thursday, OCT 31, 2013 11:03:40 AM
Ttl Pd $15.00 Rcpt # 0008005529
005-Citrus Height DTT PAID
MML/18/1-1

GRANT DEED

TITLE ORDER NO. ESCROW NO. APN NO. 204-0461-042

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is $ 148.50 CITY TAX $ _____
☐ computed on full value of property conveyed, or computed on full value less value of liens or encumbrances remaining at time of sale,
☐ Unincorporated area; ☑ City of Citrus Heights, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, KS Mattson Partners, LP, a California Limited Partnership, as an undivided 7.333% interest

hereby GRANT(s) to Victoria Eugene Koerner as Trustee of The Victorine V. Solovieff Living Trust, as to an undivided 7.333% interest

the following described real property in the County of Sacramento State of California
Parcel A as shown on that certain Parcel Map entitled "Being a Portion of Lot 4 of 'Twin Oaks' Files at 16BM 43", filed in the office of the Recorder of Sacramento County, California, on September 2, 1983, in Book 77 of Parcel Maps, Page 5

Dated October 7, 2013

KS Mattson Partners LP, a California Limited Partnership

Kenneth W Mattson

STATE OF CALIFORNIA }
COUNTY OF Solano }

ON 10-11-13 before me, DLMills
Notary Public, personally appeared Kenneth W Mattson

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

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

Witness my hand and official seal.

Signature _____ (Seal)

D. L. MILLS
COMM. # 1940428
NOTARY PUBLIC - CALIFORNIA
NAPA COUNTY
COMM. EXPIRES JULY 8, 2015

Sacramento County Recorder
Craig A. Kramer, Clerk/Recorder
BOOK 20120423 PAGE 1127
Check Number 7771
Monday, APR 23, 2012 2:01:29 PM
Ttl Pd $15.00 Rcpt # 0007244820
005-Citrus Height DTT PAID
NND/89/1-1

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO

NAME KS Mattson Partners, LP

ADDRESS P.O. Box 5490

CITY
STATE & ZIP Vacaville, CA 95696

GRANT DEED

TITLE ORDER NO. ESCROW NO. APN NO. 204-0461-042

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is $ 292.60 CITY TAX $ _____
☐ computed on full value of property conveyed, or computed on full value less value of liens or encumbrances remaining at time of sale,
☐ Unincorporated area: ☑ City of Citrus Heights, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, KS Mattson Partners, LP, a California Limited Partnership, as an undivided 8.64% interest

hereby GRANT(s) to Gayle Young as Trustee of The Young Family Trust dated November 11, 1994, as amended and restated, as to an undivided 8.64% interest

the following described real property in the County of Sacramento State of California
Parcel A as shown on that certain Parcel Map entitled "Being a Portion of Lot 4 of 'Twin Oaks' Files at 16BM 43", filed in the office of the Recorder of Sacramento County, California, on September 2, 1983, in Book 77 of Parcel Maps, Page 5.

Dated April 18, 2012

KS Mattson Partners, LP, by: KS Mattson Company, LLC
By: Kenneth W. Mattson, Manager

STATE OF CALIFORNIA }
COUNTY OF Solano }

ON 4-19-12 before me, T. Gay
Notary Public, personally appeared Kenneth W. Mattson

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 T. Gay (Seal)

T. GAY
COMM. # 1932909
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
COMM. EXPIRES MAY 14, 2015

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO

KS Mattson Partners
PO Box 5490
Vacaville, CA 95696

Sacramento County Recorder
Craig A. Kramer, Clerk/Recorder
BOOK 20120104 PAGE 0403
Check Number 3765
Wednesday, JAN 04, 2012 10:11:44 AM
Tel Pd $15.00 Rcpt # 0007098889
005-Citrus Height DTT PAID

DHB/58/1-1

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: Escrow No.: CM-15012898-SW

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX is shown by an unrecorded separate affidavit pursuant to R&T Code 11932
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[ ] Unincorporated area [X] City of Citrus Heights **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Sterling Savings Bank, as successor in interest by merger to Sonoma National Bank

hereby GRANT(s) to: **K S Mattson Partners, LP, a California limited partnership**

the real property in the City of Citrus Heights, County of Sacramento, State of California, described as:
Parcel A of that certain Parcel Map entitled "Being a portion of Lot 4 of Twin Oaks filed at 16 BM 43", filed in the office of the County Recorder of Sacramento County on September 2, 1983 in Book 77 of Parcel Maps, at Page 5.
Also Known as: 8340-8350 Auburn Blvd, Citrus Heights, CA 95610
AP#: 204-0461-042

This deed is given by the grantor named herein warranting for only the time period Grantor had fee simple title to the above described property and for only acts of Grantor during the time period Grantor held title to the property.

DATED December 22, 2011
STATE OF WASHINGTON
COUNTY OF Spokane
On 12-23-2011
before me, Michele R Robb
A Notary Public in and for said State personally appeared
JASON DELP as AVP of Sterling Savings Bank
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 Michele R Robb

Sterling Savings Bank, as successor in interest by merger to Sonoma National Bank

By: Jason E. Delp, AVP
Jason Delp,
Assistant Vice President

Notary Public
State of Washington
Michele R Robb
Commission Expires 08-27-16

(Seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

WHEN RECORDED MAIL TO
and
MAIL TAX STATEMENTS TO:

Sterling Savings Bank
111 N. Wall, BR 919
Spokane, WA 99201

Sacramento County Recorder
Craig A. Kramer, Clerk/Recorder
BOOK 20111021 PAGE 0914
Check Number 4329
Friday, OCT 21, 2011 12:59:39 PM
Ttl Pd $24.00 Rcpt # 0007006057

SJS/57/1-3

Trustee Sale No. 11-00284-4
Loan No. 498131884-9032620 / Wells-Hott

TRUSTEE`S DEED UPON SALE

APN: 204-0461-042-0000

The undersigned grantor declares:

1) The Grantee herein was the foreclosing beneficiary.
2) The amount of the unpaid debt together with costs was $2,060,449.35
3) The amount paid by the grantee at the trustee sale was $1,297,000.00
4) The documentary transfer tax is $0.00
5) Said property is in the City of Citrus Heights, County of Sacramento.

FIDELITY NATIONAL TITLE COMPANY (herein called Trustee), as the duly appointed Trustee under the Deed of Trust hereinafter described, does hereby grant and convey, but without covenant or warranty, express or implied, to Sterling Savings Bank, as successor in interest by merger to Sonoma National Bank (herein called Grantee), all of its right, title and interest in and to that certain property situated in the County of Sacramento, State of California, described as follows:

See Exhibit "A" attached hereto and made a part hereof

This conveyance is made pursuant to the powers conferred upon Trustee by that certain Deed of Trust dated September 27, 2004 and executed by Linda I. Wells-Hott, a married woman as her sole and separate property, as Trustor, and recorded on October 1, 2004, in Book 20041001, Page 1688 of official records of Sacramento County, California, and after fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance.

Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the Office of the Recorder of said County, and such default still existed at the time of sale.

All requirements of law regarding the mailing of copies of notices or the publication of a copy of the Notice of Default or the personal delivery of the copy of the Notice of Default and the posting and publication of copies of the Notice of a Sale have been complied with.

Trustee, in compliance with said Notice of Trustee's Sale and in exercise of its powers under said Deed of Trust, sold the herein described property at public auction on **October 20, 2011**. Grantee, being the highest bidder at said sale, became the purchaser of said property for the amount bid being **$1,297,000.00** in lawful money of the United States, or by credit bid if the Grantee was the beneficiary of said Deed of Trust at the time of said Trustee's Sale.

Dated: October 20, 2011

FIDELITY NATIONAL TITLE COMPANY, Trustee

James Gips, Authorized Signor

State of California }ss.
County of San Francisco }ss

On October 20, 2011 before me, Elida Rosado, Notary Public, personally appeared James Gips, 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.

Elida Rosado # 1882764
My Commission Expires March 14, 2014

ELIDA ROSADO
COMM. #1882764
Notary Public-California
SAN FRANCISCO COUNTY
My Comm. Exp. MAR 14, 2014

Exhibit "A"

T.S. No.: 11-00284-4
Loan No.: 498131884-9032620/ Wells-Hott

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel A, as shown on that certain Parcel Map entitled "Being a Portion of Lot 4 of 'Twin Oaks' Filed at 16BM 43", filed in the office of the Recorder of Sacramento County, California, on September 2, 1983, in Book 77 of Parcel Maps, Page 5

APN: 204-0461-042-0000

WHEN RECORDED RETURN TO:

CITY OF CITRUS HEIGHTS
Attn: City Manager
6237 Fountain Square Drive
Citrus Heights, CA 95621-5577

Sacramento County Recording
Craig A Kramer, Clerk/Recorder
BOOK 20080214 PAGE 1318
Thursday, FEB 14, 2008 3:34:58 PM
Ttl Pd $0.00 Nbr-0005268000
JLM/15/1-41

NO FEE DOCUMENT Per Government Code 6103
NO TRANSFER TAX Per R & T Code 11922

APN: As listed on Exhibit A, by Parcel

Easement transfers to Citrus heights

THIS SPACE FOR RECORDER'S USE ONLY

QUITCLAIM DEED

The COUNTY OF SACRAMENTO, a political subdivision of the State of California, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to the CITY OF CITRUS HEIGHTS, a municipal corporation, all easements granted to the County of Sacramento for drainage purposes, within the corporate boundaries of the City of Citrus Heights, County of Sacramento, State of California, as follows, to-wit:

See Exhibit "A"
attached hereto and made a part hereof.

Dated this 30 day of January, 2008

COUNTY OF SACRAMENTO, a political
Subdivision of the State of California

By: _____
Chief Real Estate Agent
Under delegated authority by
Resolution No.: 2007-1378
Dated: 11-27-2007

RED File No. _____

LOG No. C-959

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SACRAMENTO

On JANUARY 30, 2008 (Date) before me, TIM WHITE NOTARY PUBLIC (Here Insert Name and Title of the Officer)

personally appeared DOUGLAS BELL (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.

Signature _____ (Signature of Notary Public)

TIM WHITE
Commission # 1708500
Notary Public - California
Sacramento County
My Comm. Expires Nov 17, 2010

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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****

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated January 30, 2008, from COUNTY OF SACRAMENTO, to the CITY OF CITRUS HEIGHTS, a municipal corporation in the State of California, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. 98-23 of the City Council of said City adopted on March 11, 1998, and the Grantee consents to recordation thereof by its duly authorized officer.

By: Kevin Becker
Kevin Becker, Acting City Engineer

Dated: 1/31/08

****

EXHIBIT 'A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET NAME
2040020018	7549	TWIN OAKS AV
2040020022	7521	TWIN OAKS AV
2040020023	7509	TWIN OAKS AV
2040020024	8400	AUBURN BL
2040020025	8424	AUBURN BL
2040020033	7536	LINDEN AV
2040020044	7554	LINDEN AV
2040101053	7525	AUBURN BL
2040104001	7501	SADRO ST
2040104017	7432	PIMIENTA DR
2040104018	7434	PIMIENTA DR
2040112010	7301	ANTELOPE RD
2040121001	7429	ROLLINGWOOD BL
2040121002	7433	ROLLINGWOOD BL
2040121003	7437	ROLLINGWOOD BL
2040121004	7441	ROLLINGWOOD BL
2040121005	7445	ROLLINGWOOD BL
2040121006	7449	ROLLINGWOOD BL
2040121007	7453	ROLLINGWOOD BL
2040121008	7457	ROLLINGWOOD BL
2040121009	7461	ROLLINGWOOD BL
2040121010	7465	ROLLINGWOOD BL
2040121011	7469	ROLLINGWOOD BL
2040121012	7473	ROLLINGWOOD BL
2040121013	7477	ROLLINGWOOD BL
2040122001	7483	ROLLINGWOOD BL
2040122002	0	ROLLINGWOOD BL
2040122004	7487	ROLLINGWOOD BL
2040122005	8191	AUBURN BL
2040171008	7717	MALIA CT
2040171031	6825	PURSLANE WY
2040171034	6833	PURSLANE WY
2040171037	6830	ANTELOPE RD
2040183001	0	GARDEN GATE DR
2040183010	7627	GINGERBLOSSOM DR
2040193016	7412	VAN MAREN LN
2040201008	7701	OAKWOOD LN
2040201045	7421	MUTH LN
2040201046	7651	OAKWOOD LN
2040202007	7429	ANTELOPE RD
2040202009	0	ANTELOPE RD
2040202011	7741	AUBURN BL

EXHIBIT "A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET NAME
2040202012	0	AUBURN BL
2040202014	7447	ANTELOPE RD
2040202015	0	ANTELOPE RD
2040210014	7616	POPLAR AV
2040210016	7700	POPLAR AV
2040210032	7700	LAUPPE LN
2040210037	7733	LAUPPE LN 7
2040210041	0	MUTH LN
2040210049	7754	POPLAR AV
2040210050	7748	POPLAR AV
2040210056	7631	LAUPPE LN
2040210057	7700	LAUPPE LN
2040210061	7701	LAUPPE LN
2040210062	0	LAUPPE LN
2040210083	7764	POPLAR AV
2040210086	7627	LAUPPE LN
2040210087	7605	LAUPPE LN
2040210093	7628	POPLAR AV
2040210094	7624	POPLAR AV
2040220001	7501	CARRIAGE DR
2040235020	7571	ORANGE DR
2040235065	7596	WATSON WY
2040242001	7530	AUBURN BL
2040242002	7518	PRATT AV
2040242003	7524	PRATT AV
2040242013	7515	COOK AV
2040242014	7521	COOK AV
2040242015	7500	AUBURN BL
2040242016	7512	AUBURN BL
2040242017	7518	AUBURN BL
2040242018	7527	COOK AV
2040251013	7631	MARIPOSA AV
2040251019	7691	SYCAMORE DR
2040251027	7673	SYCAMORE DR
2040251036	0	ANTELOPE RD
2040251041	7640	ANTELOPE RD
2040251042	7685	SYCAMORE DR
2040251043	7687	SYCAMORE DR
2040251056	0	ANTELOPE RD
2040252015	7682	SYCAMORE DR
2040252020	7601	MARIPOSA AV
2040252023	7678	SYCAMORE DR

EXHIBIT 'A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET NAME
2040261009	7601	PRATT AV
2040261010	7605	PRATT AV
2040262009	7606	PRATT AV
2040271001	8145	RUSCH DR
2040271007	7353	OAKBERRY WY
2040271008	7349	OAKBERRY WY
2040271009	7345	OAKBERRY WY
2040271010	7341	OAKBERRY WY
2040271011	7337	OAKBERRY WY
2040271012	7333	OAKBERRY WY
2040271013	7329	OAKBERRY WY
2040274001	7425	ROLLINGWOOD BL
2040274002	7423	ROLLINGWOOD BL
2040274003	7419	ROLLINGWOOD BL
2040274004	7417	ROLLINGWOOD BL
2040274005	7415	ROLLINGWOOD BL
2040274006	7411	ROLLINGWOOD BL
2040274007	7409	ROLLINGWOOD BL
2040274008	7405	ROLLINGWOOD BL
2040274009	7403	ROLLINGWOOD BL
2040274011	8144	RUSCH DR
2040311023	7127	OAKBERRY WY
2040311025	0	
2040351033	6820	BIRCHWOOD CIR
2040351034	6824	BIRCHWOOD CIR
2040394005	7518	GARDEN GATE DR
2040394006	7524	GARDEN GATE DR
2040394018	0	
2040394020	0	
2040394021	0	GINGERBLOSSOM DR
2040394022	0	GINGERBLOSSOM DR
2040394023	7512	GARDEN GATE DR
2040404002	7533	GINGERBLOSSOM DR
2040404003	7529	GINGERBLOSSOM DR
2040404006	7517	JOHANNE CT
2040404007	7513	JOHANNE CT
2040404017	7621	GINGERBLOSSOM DR
2040404018	7617	GINGERBLOSSOM DR
2040404019	7613	GINGERBLOSSOM DR
2040404023	7570	GARDEN GATE DR
2040404024	0	GARDEN GATE DR
2040404025	0	

EXHIBIT 'A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET NAME
2040404026	0	GINGERBLOSSOM DR
2040404028	0	GINGERBLOSSOM DR
2040404029	0	GINGERBLOSSOM DR
2040404030	0	GINGERBLOSSOM DR
2040404032	7001	ZEELAND DR
2040406003	7016	ZEELAND DR
2040406004	7022	ZEELAND DR
2040406010	0	ZEELAND DR
2040411020	7448	AUBURN BL
2040411039	7605	KILARNEY LN
2040420013	7561	CRIPPLE CREEK RD
2040420015	7549	CRIPPLE CREEK RD
2040420016	7545	CRIPPLE CREEK RD
2040420017	7537	CRIPPLE CREEK RD
2040420018	7529	CRIPPLE CREEK RD
2040420022	7932	AUBURN BL
2040420023	7920	AUBURN BL
2040420024	7514	CRIPPLE CREEK RD
2040420026	7568	CRIPPLE CREEK RD
2040420029	7908	AUBURN BL
2040420030	7906	AUBURN BL
2040420031	7904	AUBURN BL
2040420034	7550	CRIPPLE CREEK RD
2040420035	7554	CRIPPLE CREEK RD
2040420037	7524	CRIPPLE CREEK RD
2040420038	0	CRIPPLE CREEK RD
2040431004	7949	MARIPOSA AV
2040431005	7945	MARIPOSA AV
2040440003	7828	AUBURN BL
2040440004	7829	SILVER DR
2040440005	7571	WATSON WY
2040440011	0	SILVER DR
2040440026	7904	AUBURN BL
2040440027	7902	AUBURN BL
2040440028	7812	AUBURN BL
2040440036	7826	SILVER DR
2040440041	4224	SHERLOCK WY
2040461042	8316	AUBURN BL
2040472012	8025	HOLLY DR
2040482006	8216	HOLLY DR
2040482007	7620	OAK GROVE AV
2040491017	7684	TWIN OAKS AV

EXHIBIT 'A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER STREET NAME
2040491022	7696 TWIN OAKS AV
2040500001	7600 WATSON WY
2040500002	7633 ORANGE DR
2040500003	7612 WATSON WY
2040500004	7628 WATSON WY
2040500009	7664 WATSON WY
2040500031	7620 ORANGE DR
2040500047	7708 DEANTON CT
2040500048	7712 DEANTON CT
2040500049	7716 DEANTON CT
2040500050	7717 DEANTON CT
2040500051	7713 DEANTON CT
2040500052	7709 DEANTON CT
2040500053	7705 DEANTON CT
2040500054	7701 DEANTON CT
2040500059	7636 WATSON WY
2040510009	7665 PRATT AV
2040510010	7681 PRATT AV
2040510022	7414 PRATT AV
2040510023	7610 PRATT AV
2040510028	7510 MARY LN
2040510040	7513 MARIPOSA AV
2040510041	7695 COOK AV
2040510042	7691 COOK AV
2040510047	7684 PRATT AV
2040510051	7414 PRATT AV
2040510054	7518 MARY LN
2040521013	7596 WALNUT DR
2040522007	7596 BAIRD WY
2040522018	7562 BAIRD WY
2040530010	8016 AUBURN BL
2040530033	8000 AUBURN BL
2040530034	8000 AUBURN BL
2040530048	7521 LOHSE WY
2040530049	8000 AUBURN BL
2040541002	8132 HOLLY DR
2040541003	7656 WALNUT DR
2040541004	7660 WALNUT DR
2040541005	8153 MARIPOSA AV
2040541006	8125 MARIPOSA AV
2040541007	7669 BAIRD WY
2040541008	7665 BAIRD WY

EXHIBIT 'A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET NAME
2040541009	7657	BAIRD WY
2040541010	7651	BAIRD WY
2040541011	7647	BAIRD WY
2040541017	8116	HOLLY DR
2040541019	8150	HOLLY DR
2040541026	7636	N COLONY WY
2040541031	7614	N COLONY WY
2040542006	7664	BAIRD WY
2040542007	8101	MARIPOSA AV
2040552018	8011	MARIPOSA AV
2040552040	8051	MARIPOSA AV
2040552041	8053	MARIPOSA AV
2040581001	7435	SANDALWOOD DR
2040581002	7429	SANDALWOOD DR
2040581003	7423	SANDALWOOD DR
2040581005	8304	SHADY CREST WY
2040581006	8308	BEGONIA CT
2040582005	8218	CORDELIA CIR
2040582006	8222	CORDELIA CIR
2040582007	8226	CORDELIA CIR
2040582008	8230	CORDELIA CIR
2040582009	8234	CORDELIA CIR
2040582010	8238	CORDELIA CIR
2040582011	8242	CORDELIA CIR
2040584001	8319	SHADY CREST WY
2040584003	8307	SHADY CREST WY
2040591006	7337	BLACK OAKS WY
2040591007	7341	BLACK OAKS WY
2040591008	7345	BLACK OAKS WY
2040594001	7304	WINDFALL WY
2040594002	7300	WINDFALL WY
2040594003	7308	WINDFALL WY
2040594004	7312	WINDFALL WY
2040594005	7316	WINDFALL WY
2040594006	7320	WINDFALL WY
2040594007	7324	WINDFALL WY
2040594008	7328	WINDFALL WY
2040594009	8149	RUSCH DR
2040610027	8421	AUBURN BL
2040610028	8391	AUBURN BL
2040610031	7413	AUBURN OAKS CT L
2040610040	7441	AUBURN OAKS CT Q

EXHIBIT 'A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET NAME
2040620002	7434	AUBURN OAKS CT
2040620011	8201	AUBURN BL
2040620017	7456	SANDALWOOD DR
2040620019	7507	EVENING WY
2040620029	7316	BAYOAK WY
2040630002	8150	RUSCH DR
2040630026	7304	BAYOAK WY
2040630027	7308	BAYOAK WY
2040630028	7312	BAYOAK WY
2040630029	7316	BAYOAK WY
2040630030	7320	BAYOAK WY
2040630031	7324	BAYOAK WY
2040630032	7328	BAYOAK WY
2040630042	8201	BAYMORE WY
2040630043	8200	BAYMORE WY
2040630044	8204	BAYMORE WY
2040640006	7427	ROBMAR CT
2040640007	7428	ROBMAR CT
2040650012	7457	GEORGETTE CT
2040650013	7456	GEORGETTE CT
2040650017	6985	HENNING DR
2040650020	6984	HENNING DR
2040650021	6978	HENNING DR
2040650049	7400	HOLLYHOCK CT
2040650050	7401	HOLLYHOCK CT
2040650071	0	ENRIGHT DR
2040670001	8300	DEVILLE OAKS WY
2040670011	8340	DEVILLE OAKS WY
2040670018	7477	BELLBROOK CT
2040670025	7478	BELLBROOK CT
2040670026	7482	BELLBROOK CT
2040670036	8301	DEVILLE OAKS WY
2040670037	7475	SANDALWOOD DR
2040670038	7471	SANDALWOOD DR
2040670039	7453	SANDALWOOD DR
2040720003	7605	SARA LYNN WY
2040720004	7601	SARA LYNN WY
2040720005	7553	SARA LYNN WY
2040720006	7549	SARA LYNN WY
2040720007	7545	SARA LYNN WY
2040720008	7541	SARA LYNN WY
2090080002	6401	ANTELOPE RD

EXHIBIT 'A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET NAME
2090080054	7858	LICHEN DR
2090080056	0	LICHEN DR
2090103023	7600	DALY AV
2090103031	7600	DALY AV
2090151011	8127	LICHEN DR
2090175007	6601	KAESTNER CT
2090175034	6600	KAESTNER CT
2090175035	8021	DICUS CT
2090201008	7600	BLACKTHORNE WY
2090208008	7601	BLACKTHORNE WY
2090208009	7563	BLACKTHORNE WY
2090240020	6413	TUPELO DR
2090330007	0	U S HWY 40
2090330019	7368	WHYTE AV
2090330020	0	
2090330021	0	
2090340008	7368	WHYTE AV
2090340009	7368	WHYTE WY
2090400001	7400	BLACKTHORNE WY
2090441001	7508	DALY AV
2090441005	7505	SLOOP CT
2090441006	7509	SLOOP CT
2090441007	7508	SLOOP CT
2090496007	6034	SIERRAVALE WY
2090496008	6038	SIERRAVALE WY
2090500036	6553	BRIARTREE WY
2090530010	7709	POMPEI CT
2090550056	7701	LAS LILAS CT
2090560014	7214	MOUNTAINSIDE DR
2090560015	8228	BRUSHCREEK CT
2090560016	8224	BRUSHCREEK CT
2090560017	8220	BRUSHCREEK CT
2090560018	8216	BRUSHCREEK CT
2090560019	8212	BRUSHCREEK CT
2090560020	8208	BRUSHCREEK CT
2090560021	8204	BRUSHCREEK CT
2090560046	7032	CANEVALLEY CIR
2090580016	5954	WOODBRIAR WY
2090580017	5950	WOODBRIAR WY
2090580018	5946	WOODBRIAR WY
2090580037	5938	WOODBRIAR WY
2090580038	5934	WOODBRIAR WY

EXHIBIT 'A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET NAME
2090580039	5928	WOODBRIAR WY
2090580040	5920	WOODBRIAR WY
2090580043	5901	WOODGLADE AV
2090600033	7124	CLOVERLEAF WY
2090630029	7218	MOUNTAINSIDE DR
2090630030	7222	MOUNTAINSIDE DR
2090630031	7226	MOUNTAINSIDE DR
2090630032	7230	MOUNTAINSIDE DR
2090630033	7234	MOUNTAINSIDE DR
2090630034	7238	MOUNTAINSIDE DR
2090630065	7232	WHYTE AV
2090640001	7300	WHYTE AV
2090640005	7305	SAINT ALBANS CT
2090640006	7301	SAINT ALBANS CT
2090640007	7300	SAINT ALBANS CT
2090640008	7304	SAINT ALBANS CT
2090640012	7229	BLUE SPRINGS WY
2090640013	7228	BLUE SPRINGS WY
2090650001	6708	WHYTE AV
2090650007	6635	IBEX WOODS CT
2090650008	6639	IBEX WOODS CT
2090650061	6712	WHYTE AV
2090650081	6817	CASTLEBERRY CIR
2090650082	6813	CASTLEBERRY CIR
2090670018	6051	SHAWNDA CT
2090690050	5930	GEOFFWOOD CT
2090690051	5935	GEOFFWOOD CT
2090720011	0	ROSEVILLE RD
2090720027	0	ROSEVILLE RD
2110010024	7009	VAN MAREN LN
2110010027	7101	VAN MAREN LN
2110010031	7035	VAN MAREN LN
2110010035	0	OAK LAKES LN
2110033018	7344	LEONARD AV
2110033019	7348	LEONARD AV
2110033020	7352	LEONARD AV
2110034002	0	LEONARD AV
2110034004	7345	LEONARD AV
2110034005	7331	LEONARD AV
2110044007	7342	SYLVAN GROVE WY
2110044038	7337	SYLVAN GROVE WY
2110044043	7529	WILLOW WY

EXHIBIT 'A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET NAME
2110044059	7360	AUBURN BL
2110051020	7569	OLD AUBURN RD
2110052018	7664	OLD AUBURN RD
2110052028	7680	CAREY LN
2110052044	7135	MARIPOSA AV
2110052056	7111	MARIPOSA AV
2110052068	7676	OLD AUBURN RD
2110062003	7829	VISTA RIDGE DR
2110062005	7328	KADOTA WY
2110062008	7815	MICHIGAN DR
2110062027	7249	SUNRISE BL
2110062064	7328	BONITA WY
2110062077	7794	SPENCER LN
2110062080	7233	SUNRISE BL
2110062081	0	
2110062089	7810	MICHIGAN DR
2110081018	7604	PRINCE ST
2110081019	7608	PRINCE ST
2110083004	7000	DUDLEY ST
2110083005	7605	PRINCE ST
2110121001	6836	VAN MAREN LN
2110121002	6830	VAN MAREN LN
2110121013	6817	FALWORTH ST
2110121014	6821	FALWORTH ST
2110123007	6730	SOMERSWORTH DR
2110123008	6800	SOMERSWORTH DR
2110123011	6745	AUBURN BL
2110123012	6741	AUBURN BL
2110153009	6211	SUMMERSET LN
2110153014	6211	SUMMERSET LN
2110160028	0	SYLVAN RD
2110180001	6930	MARIPOSA AV
2110180002	6932	MARIPOSA AV
2110180003	6936	MARIPOSA AV
2110180004	6942	MARIPOSA AV
2110180005	6950	MARIPOSA AV
2110180006	6958	MARIPOSA AV
2110180007	6966	MARIPOSA AV
2110180008	6925	MITCHELL CT
2110180009	6921	MITCHELL CT
2110180010	6917	MITCHELL CT
2110180011	6913	MITCHELL CT

EXHIBIT 'A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET NAME
2110180012	6909	MITCHELL CT
2110180013	6905	MITCHELL CT
2110180029	6903	MADDIE MAE LN
2110192016	6833	SUNRISE BL
2110192074	6849	BEAM DR
2110192075	6847	BEAM DR
2110192076	6845	BEAM DR
2110192080	6831	BEAM DR
2110192085	6929	SUNRISE BL
2110192086	7870	LOCHER WY
2110192093	7792	LOCHER WY
2110192098	6939	SUNRISE BL
2110192099	6939	SUNRISE BL
2110200022	6725	SUNRISE BL
2110200026	6725	SUNRISE BL
2110200043	7864	HIGHLAND AV
2110200053	7876	HIGHLAND AV
2110200055	7868	HIGHLAND AV
2110200056	6733	SUNRISE BL
2110200065	6604	CHALLIS CT
2110200066	6606	CHALLIS CT
2110200067	6608	CHALLIS CT
2110210008	7548	OLD AUBURN RD
2110210011	7524	OLD AUBURN RD
2110210019	7028	SYLVAN RD
2110221029	7605	PARK DR
2110221030	7621	PARK DR
2110221031	7627	PARK DR
2110221035	7620	PARK DR
2110221036	7616	PARK DR
2110221037	7610	PARK DR
2110221049	6741	MARIPOSA AV
2110221054	0	COMMUNITY DR
2110221055	7604	PARK DR
2110222001	6866	MARIPOSA AV
2110222019	7650	HIGHLAND AV
2110222025	7684	HIGHLAND AV
2110222027	7698	HIGHLAND AV
2110222028	7690	HIGHLAND AV
2110222029	0	MARIPOSA AV
2110222030	0	MARIPOSA AV
2110222031	0	MARIPOSA AV

EXHIBIT 'A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET NAME
2110222033	0	MARIPOSA AV
2110231014	7595	PARK DR
2110232005	7540	PARK DR
2110232016	7596	PARK DR
2110232023	7525	CIRCUIT DR
2110251027	6628	TRILBY CT
2110252031	6638	CHALLIS CT
2110270008	6635	SYLVAN RD
2110280004	7311	HUNTINGTON SQ LN
2110331002	6831	CALVIN DR
2110332005	6941	ENRIGHT DR
2110332006	6931	ENRIGHT DR
2110332014	0	CALVIN DR
2110333004	6930	ENRIGHT DR
2110333005	6940	ENRIGHT DR
2110333011	7031	DOLAN WY
2110335005	6810	CALVIN DR
2110335015	6811	BRILL CT
2110335016	6801	BRILL CT
2110335045	6800	BRILL CT
2110335046	7300	VAN MAREN LN
2110335047	0	CALVIN DR
2110395006	6709	RINCONADA DR
2110395007	6701	RINCONADA DR
2110395008	6665	RINCONADA DR
2110395009	6661	RINCONADA DR
2110395010	6657	RINCONADA DR
2110395011	6653	RINCONADA DR
2110395012	6649	RINCONADA DR
2110395013	6645	RINCONADA DR
2110395014	6641	RINCONADA DR
2110395015	6637	RINCONADA DR
2110395016	6633	RINCONADA DR
2110395017	6629	RINCONADA DR
2110395018	6625	RINCONADA DR
2110395019	6621	RINCONADA DR
2110395020	6617	RINCONADA DR
2110395021	6613	RINCONADA DR
2110411032	7232	VAN MAREN LN
2110426012	7816	SPRING VALLEY AV
2110426013	7820	SPRING VALLEY AV
2110426019	6608	PACHECO WY

EXHIBIT 'A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET NAME
2110433005	6983	MARIPOSA AV
2110433006	6981	MARIPOSA AV
2110433028	7666	GLENACRE WY
2110433029	7670	GLENACRE WY
2110433040	6991	MARIPOSA AV
2110433050	6995	MARIPOSA AV
2110433051	7007	MARIPOSA AV
2110433057	7001	CHAROLAIS WY
2110444002	0	CIRCLET WY
2110444010	6823	BROUGHAM WY
2110444011	6821	BROUGHAM WY
2110471001	7413	PENNINGTON WY
2110490028	7200	AUBURN BL
2110550064	7118	LYNNETREE WY
2110620014	7426	GALLANT CIR
2110640036	7866	SAMPOLO CT
2110652001	6936	SUNBURST WY
2110652009	0	
2110670028	7879	PILKERTON CT
2110670043	7812	CASA BELLA WY
2110670044	7816	CASA BELLA WY
2110670051	7839	CASA BELLA WY
2110670055	7813	CASA BELLA WY
2110670057	7809	CASA BELLA WY
2110670058	7807	CASA BELLA WY
2110670060	7150	BONITA WY
2110684008	0	VAN MAREN LN
2110690005	7855	MEADOWRIVER WY
2110710021	6408	LITTLE RIVER CT
2110710022	6401	LITTLE RIVER CT
2110710023	6431	LITTLE RIVER CT
2110720002	0	BROKEN BOW DR
2110720007	6024	BROKEN ARROW CT
2110720008	6025	BROKEN ARROW CT
2110720027	6444	PRETTY GIRL CT
2110720031	6508	SUDDEN WIND CT
2110720055	0	BROKEN BOW DR
2110750007	6568	PACHECO WY
2110750010	6580	PACHECO WY
2110750013	6584	PACHECO WY
2110760032	7600	ANNE MARIE CT
2110760051	7101	LITTLE OL CT

EXHIBIT 'A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET NAME
2110760052	7100	LITTLE OL CT
2110770001	7849	LOCHER WY
2110770052	7822	LOCHER WY
2110770053	7826	LOCHER WY
2110770054	7830	LOCHER WY
2110770055	7834	LOCHER WY
2110770056	7838	LOCHER WY
2110770071	7867	LOCHER WY
2110770072	7863	LOCHER WY
2110770073	7861	LOCHER WY
2110790010	7212	LINDA VISTA DR
2110800020	6905	MARIPOSA COVE CT
2110820081	0	VAN MAREN LN
2110870013	0	AUBURN BL
2110880024	0	HESPERA WY
2110880025	0	HESPERA WY
2160012002	8501	DONALD WY
2160012019	7741	TWIN OAKS AV
2160023008	0	SUNRISE BL
2160023009	7889	TWIN OAKS AV
2160030006	7909	TWIN OAKS AV
2160030007	7919	TWIN OAKS AV
2160030008	7925	TWIN OAKS AV
2160030010	7975	TWIN OAKS AV
2160030014	0	TWIN OAKS AV
2160030015	8401	BLOSSOM HILL CT
2160030016	8407	BLOSSOM HILL CT
2160030017	8415	BLOSSOM HILL CT
2160030018	8421	BLOSSOM HILL CT
2160030020	8429	BLOSSOM HILL CT
2160030021	8430	BLOSSOM HILL CT
2160030024	8416	BLOSSOM HILL CT
2160030025	8408	BLOSSOM HILL CT
2160030026	8400	BLOSSOM HILL CT
2160040013	8053	TWIN OAKS AV
2160040018	8061	TWIN OAKS AV
2160040019	8065	TWIN OAKS AV
2160040020	0	TWIN OAKS AV
2160050001	7750	TWIN OAKS AV
2160050003	7732	TWIN OAKS AV
2160050004	8325	LEE DR
2160050005	8321	LEE DR

EXHIBIT 'A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET NAME
2160050007	8307	LEE DR
2160050011	8201	LEE DR
2160050022	8304	MARIPOSA AV
2160050023	8312	MARIPOSA AV
2160050024	8320	MARIPOSA AV
2160050031	8341	LEE DR
2160050032	8345	LEE DR
2160050037	8332	MARIPOSA AV
2160050042	0	MARIPOSA AV
2160060015	0	LEE DR
2160070003	7836	TWIN OAKS AV
2160070010	8251	FAIR WY
2160070011	8341	FAIR WY
2160070019	8332	PATTON AV
2160070034	8316	PATTON AV
2160070036	8245	CATALPA DR
2160070039	8342	FAIR WY
2160070040	0	FAIR WY
2160080004	7876	TWIN OAKS AV
2160080014	7872	TWIN OAKS AV
2160080015	8315	SUNRISE BL
2160090011	8248	SUNRISE BL
2160090012	8220	SUNRISE BL
2160100002	8304	BOVINGDON LN
2160100024	8131	BOVINGTON LN
2160100025	0	BOVINGTON LN
2160110002	8040	TWIN OAKS AV
2160120012	8056	TWIN OAKS AV
2160120058	8070	TWIN OAKS AV
2160120064	8316	ZEPHYR CREEK CT
2160120065	8313	ZEPHYR CREEK CT
2160131009	7753	GLENN AV
2160131020	7739	GLENN AV
2160132014	7772	GLENN AV
2160141012	7773	LOLETA AV
2160150006	8026	PATTON AV
2160150016	8033	SUNRISE BL
2160150021	8112	PATTON AV
2160150027	8021	SUNRISE BL
2160150036	8007	SUNRISE BL
2160150038	8123	SUNRISE BL
2160150040	0	SHAREEN WY

EXHIBIT 'A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET NAME
2160150041	7818	SHAREEN WY
2160150042	7826	SHAREEN WY
2160150043	8036	ELLA WY
2160181014	8014	SUNRISE BL
2160181015	8016	SUNRISE BL
2160181016	8040	SUNRISE BL
2160195009	8044	GLEN VALLEY CIR
2160195010	8048	GLEN VALLEY CIR
2160195011	8052	GLEN VALLEY CIR
2160195012	8056	GLEN VALLEY CIR
2160195013	8060	GLEN VALLEY CIR
2160195014	8066	GLEN VALLEY CIR
2160195016	8112	GLEN TREE DR
2160195017	8116	GLEN TREE DR
2160195018	8124	GLEN TREE DR
2160195019	0	GLEN TREE DR
2160210013	0	SHIMMER RIVER LN
2160210052	0	FOREST GLEN WY
2160234002	7913	GLEN TREE DR
2160241001	7956	SUNRISE BL
2160241003	7923	WONDER ST
2160241012	7948	SUNRISE BL
2160242004	7935	HANSON AV
2160242005	7931	HANSON AV
2160242019	7912	GLEN STONE AV
2160242020	7909	GLEN STONE AV
2160251014	7828	SUNRISE BL
2160251017	7800	SUNRISE BL
2160260011	7905	SUNRISE BL
2160260012	7900	PATTON AV
2160260018	7951	SUNRISE BL
2160270003	7824	PATTON AV
2160270004	7820	PATTON AV
2160270005	7809	WATSON WY
2160270032	7845	SUNRISE BL
2160270033	7849	SUNRISE BL
2160270034	7849	SUNRISE BL
2160270046	7830	EDWARDS OAK CT
2160270047	7828	EDWARDS OAK CT
2160270057	7828	PATTON AVE
2160270058	7832	PATTON AV
2160281001	0	

EXHIBIT 'A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET NAME
2160291016	7837	CLEAR VIEW DR
2160291017	7833	CLEAR VIEW DR
2160291018	7829	CLEAR VIEW DR
2160291019	7825	CLEAR VIEW DR
2160291021	7819	CLEAR VIEW DR
2160291022	7805	CLEAR VIEW DR
2160291029	7737	WATSON WY
2160292010	7770	PARDAL CT
2160292011	7774	PARDAL CT
2160292017	7771	WATSON WY
2160292028	7818	CLEAR VIEW DR
2160300009	8049	GLEN ALTA WY
2160310055	7858	GLEN ECHO ST
2160310081	0	GLEN ALTA WY
2160320005	7843	DRACENA DR
2160320006	7847	DRACENA DR
2160320014	8116	PATTON AV
2160330001	8100	PATTON AV
2160330002	7817	SHAREEN WY
2160330003	8105	ELLA CT
2200032014	5977	DEVECCHI AV
2200032045	5851	IMPERIAL LN
2200032055	5981	DEVECCHI AV
2200032062	5719	WEGAT LN
2200032063	5720	WEGAT LN
2200034005	6008	VERNER AV
2200034006	6008	VERNER AV
2240020007	7800	WATSON WY
2240020027	7840	ANTELOPE RD
2240020035	7792	WATSON WY
2240020040	7840	ANTELOPE RD
2240020042	7795	ANTELOPE RD
2240030021	7615	TAD LN
2240030022	7613	TAD LN
2240030023	7611	TAD LN
2240030040	7840	ANTELOPE RD
2240030048	7777	SUNRISE BL
2240040013	0	ANTELOPE RD
2240040026	7999	OLD AUBURN RD
2240051007	0	OLD AUBURN RD
2240051008	0	OLD AUBURN RD
2240051014	7929	OLD AUBURN RD

EXHIBIT 'A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET NAME
2240051015	7925	OLD AUBURN RD
2240051019	7636	SUNRISE BL
2240051022	7650	SUNRISE BL
2240051026	7632	SUNRISE BL
2240051040	7790	SUNRISE BL
2240052001	7560	SUNRISE BL
2240052031	8008	OLD AUBURN RD
2240052032	0	OLD AUBURN RD
2240052033	7635	GLEN TREE DR
2240052038	7504	CHIPMUNK WY
2240052041	7998	OLD AUBURN RD
2240052042	7920	OLD AUBURN RD
2240061013	7785	SYCAMORE DR
2240061014	7789	SYCAMORE DR
2240061020	7640	MARIPOSA AV
2240071023	7601	TAD LN
2240071024	7545	TAD LN
2240071025	7857	OLD AUBURN RD
2240071026	7875	OLD AUBURN RD
2240071046	0	SUNRISE BL
2240072005	7820	OLD AUBURN RD
2240072006	7828	OLD AUBURN RD
2240072012	7430	KADOTA WY
2240090004	7880	OLD AUBURN RD
2240090005	7501	SUNRISE BL
2240090017	7463	TIARA WY
2240090018	7856	OLD AUBURN RD
2240090047	7500	TIARA WY
2240090048	7888	OLD AUBURN RD
2240100008	7949	OAK AV
2240100018	7516	SUNRISE BL
2240110001	7551	CANADY LN
2240110003	7521	CANADY LN
2240110023	7546	CANADY LN
2240110030	7505	CANADY LN
2240120023	7543	ANDERSON LN
2240120024	7521	ANDERSON LN
2240120025	7449	ANDERSON LN
2240120026	7509	ANDERSON LN
2240131006	7524	SAINT PHILOMENA
2240132003	7408	SAINT PHILOMENA
2240132004	7412	SAINT PHILOMENA

EXHIBIT "A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET NAME
2240142006	8400	OLD AUBURN RD
2240153006	8453	SILVER ROCK CT
2240153007	8450	SILVER ROCK CT
2240162009	8300	OLD AUBURN RD
2240162017	0	WACHTEL WY
2240162019	8103	WACHTEL WY
2240162024	0	
2240162043	8240	OLD AUBURN RD
2240180021	7701	WATCHEL WY
2240190012	0	OAK AV
2240190024	0	
2240190037	0	HERITAGE MEADOW
2240190038	0	HERITAGE MEADOW
2240190046	0	OAK AV
2240240007	7734	WATCHEL WY
2240300005	8233	OLIVINE AV
2240300006	8241	OLIVINE AV
2240311022	7746	OPHELIA CT
2240311027	7851	DAFFODIL WY
2240311038	7904	DAFFODIL WY
2240311039	7908	DAFFODIL WY
2240311044	7928	DAFFODIL WY
2240311045	7932	DAFFODIL WY
2240314018	8186	DAVINDA CT
2240314019	8190	DAVINDA CT
2240314020	8194	DAVINDA CT
2240340019	8241	COAST OAK WY
2240340041	8236	MOSS OAK AV
2240340057	0	MOSS OAK AV
2240360036	0	TWIN OAKS AV
2240370043	7613	MCCONNEL DR
2240370059	0	VILLA OAK DR
2240370060	7609	MCCONNEL DR
2240370061	0	MCCONNEL DR
2240380003	7716	WOODDALE WY
2240380004	7712	WOODDALE WY
2240380019	7709	SMOLEY WY
2240380022	8173	VILLA OAK DR
2240380023	8169	VILLA OAK DR
2240380024	8165	VILLA OAK DR
2240380025	8161	VILLA OAK DR
2240380026	8157	VILLA OAK DR

EXHIBIT 'A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER STREET NAME
2240380027	8153 VILLA OAK DR
2240380028	8149 VILLA OAK DR
2240380030	7704 TEATER CT
2240380038	8129 VILLA OAK DR
2240380039	8125 VILLA OAK DR
2240380040	7704 MCCONNEL DR
2240380055	8180 VILLA OAK DR
2240380056	8184 VILLA OAK DR
2240380063	8183 LIN OAK WY
2240380064	8177 LIN OAK WY
2240390001	7600 MCCONNEL DR
2240390002	7604 MCCONNEL DR
2240390003	7608 MCCONNEL DR
2240390004	7612 MCCONNEL DR
2240390005	7616 MCCONNEL DR
2240390010	7508 WOODDALE WY
2240390011	7512 WOODDALE WY
2240390012	7516 WOODDALE WY
2240390013	7520 WOODDALE WY
2240390027	7612 WOODDALE WY
2240411006	8216 LONGDEN CIR
2240411038	8324 CONOVER DR
2240411039	8328 CONOVER DR
2240411048	8439 OLD AUBURN RD
2240440046	8300 VILLA OAK DR
2240470041	8129 GLEN CANYON CT
2240470042	8125 GLEN CANYON CT
2240470043	8121 GLEN CANYON CT
2240470044	8117 GLEN CANYON CT
2240490019	8456 EDGECLIFF CT
2240490027	1702 LIVE PINE CT
2240500009	8336 CONOVER DR
2240500010	8332 CONOVER DR
2240530013	8418 ORIAL OAK CT
2240530014	8412 ORIAL OAK CT
2240530015	8406 ORIAL OAK CT
2240530017	8405 ORIAL OAK CT
2240530019	8272 BONNIE OAK WY
2240571008	7870 Claypool Wy
2240571009	7866 Claypool Wy
2240571012	7854 Claypool Wy
2240571013	7850 CLAYPOOL WY

EXHIBIT 'A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET NAME
2240571014	7846	CLAYPOOL WY
2240571015	7842	CLAYPOOL WY
2240573018	8368	Berman Wy
2240573026	7841	Claypool Wy
2240600011	7612	SOQUEL WY
2240600018	7983	WAPITI PL
2240600019	7986	WAPITI PL
2240600032	7531	CLOVIS CT
2240600055	7486	CHIPMUNK WY
2240600056	7490	CHIPMUNK WY
2240600057	7494	CHIPMUNK WY
2240600058	7498	CHIPMUNK WY
2240600059	7499	CHIPMUNK WY
2240670009	7949	INDIAN CR DR
2240670010	7939	INDIAN CR DR
2240700065	7530	CHIPMUNK WY
2240700066	7531	CHIPMUNK WY
2240700072	8646	BLUE JAY WY
2240760012	8838	CREEK OAKS LN
2240760013	8860	CREEK OAKS LN
2240760014	7707	HAZEL AV
2240760044	7755	HAZEL AV
2240780003	8154	PHOEBE WY
2240780004	8150	PHOEBE WY
2240780005	8146	PHOEBE WY
2240780006	8142	PHOEBE WY
2240780007	8138	PHOEBE WY
2240780008	8134	PHOEBE WY
2240780009	8130	PHOEBE WY
2240780010	8126	PHOEBE WY
2240830012	7950	CLAYPOOL WY
2240830013	7954	CLAYPOOL WY
2240830017	7970	CLAYPOOL WY
2240830018	7974	CLAYPOOL WY
2240830019	7847	DAFFODIL WY
2240840033	3201	TERRALAND CT
2240840034	8200	TERRALAND CT
2240840064	8201	GREENLAND CT
2240840065	8200	GREENLAND CT
2240840066	8204	GREENLAND CT
2240840080	8205	VILLA OAK DR
2240850043	7427	BLACK TREE LN

EXHIBIT 'A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET NAME
2240860002	8621	BLUE JAY WY
2240860003	8640	BLUE JAY WY
2240860004	8630	BLUE JAY WY
2240860005	7634	GLEN TREE DR
2240860006	7628	GLEN TREE DR
2240860007	7515	CHIPMUNK WY
2240860008	7519	CHIPMUNK WY
2240860009	7523	CHIPMUNK WY
2240860010	7527	CHIPMUNK WY
2240860011	7526	CHIPMUNK WY
2240860012	7522	CHIPMUNK WY
2240860013	7518	CHIPMUNK WY
2240860014	7514	CHIPMUNK WY
2240860015	7510	CHIPMUNK WY
2240860016	7501	CHIPMUNK WY
2240860017	7507	CHIPMUNK WY
2240860018	7631	GLEN TREE DR
2240860020	7708	GLEN TREE DR
2240860024	7639	BROOKOVER CT
2240880026	7470	SAGINAW WY
2240880027	7474	SAGINAW WY
2240880033	7523	SAGINAW WY
2240880034	7515	SAGINAW WY
2240880035	7507	SAGINAW WY
2240880052	7937	JOSHUA CT
2240880053	7933	JOSHUA CT
2240880075	7938	KYLE CT
2240880076	7942	KYLE CT
2240880088	7501	SAGINAW WY
2240880089	7495	SAGINAW WY
2240880090	7491	SAGINAW WY
2240880100	7949	JOSHUA CT
2240880101	7953	JOSHUA CT
2240930006	8217	HERITAGE MEADOW
2240930016	7527	QUAIL VISTA LN
2240930023	7528	QUAIL VISTA LN
2240940015	0	
2240950020	8131	HERITAGE MEADOW
2240950021	0	HERITAGE MEADOW
2240950022	0	HERITAGE MEADOW
2240960059	0	AUBURN OAKS VILL
2290010023	6441	MATHENY WY

EXHIBIT 'A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET NAME
2290010032	5959	GREENBACK LN
2290010033	6349	MATHENY WY
2290010035	0	MATHENY WY
2290010037	6339	MATHENY WY
2290010038	6337	MATHENY WY
2290021029	6000	GREENBACK LN
2290021032	6145	AUBURN BL
2290021036	6151	AUBURN BL
2290021037	5909	COUNTRY LN
2290023002	6201	GREENBACK LN
2290023026	6171	GREENBACK LN
2290023027	6191	GREENBACK LN
2290024001	6170	AUBURN BL
2290024002	6180	AUBURN BL
2290030023	6546	AUBURN BL
2290030044	6544	AUBURN BL
2290043021	6161	SHADOW LN
2290043022	6200	DESIMONE LN
2290043024	0	WOODLEIGH DR
2290043031	0	AUBURN BL
2290050011	5848	MANZANITA AV
2290050034	5929	DOLLAR LN
2290050035	5939	DOLLAR LN
2290050036	5949	DOLLAR LN
2290050037	5909	DEL CAMPO LN
2290050056	5910	AUBURN BL
2290050057	5914	AUBURN BL
2290050059	0	HIGGINS ST
2290050060	0	HIGGINS ST
2290050061	5929	DEL CAMPO LN
2290070011	5839	DEWEY DR
2290090036	6722	CONNEMARA CIR
2290090037	6718	CONNEMARA CIR
2290090038	6714	CONNEMARA CIR
2290090039	6710	CONNEMARA CIR
2290090040	6706	CONNEMARA CIR
2290090041	6700	CONNEMARA CIR
2290100012	0	CROSSWOODS CIR
2290100025	0	AUBURN BL
2290100026	6650	CROSSWOODS CIR
2290100034	0	CROSSWOODS CIR
2290100039	0	CROSSWOODS CIR

EXHIBIT 'A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET NAME
2290111005	6025	SEA SHELL CT
2290111007	6033	SEA SHELL CT
2290111008	6024	SEA SHELL CT
2290111016	6017	ATOLL CT
2290111020	6016	ATOLL CT
2290111021	6008	ATOLL CT
2290111028	6060	DEWEY DR
2290111029	0	DEWEY DR
2290156002	6131	WESTBROOK DR
2290156003	6125	WESTBROOK DR
2290156004	6119	WESTBROOK DR
2290156005	6113	WESTBROOK DR
2290156006	6107	WESTBROOK DR
2290160001	6260	APPLEBY WY
2290160002	6256	APPLEBY WY
2290160003	6252	APPLEBY WY
2290160009	0	AUBURN BL
2290171001	6347	WESTBROOK DR
2290171002	6343	WESTBROOK DR
2290171003	6339	WESTBROOK DR
2290171004	6335	WESTBROOK DR
2290171005	6331	WESTBROOK DR
2290171006	6327	WESTBROOK DR
2290171007	6323	WESTBROOK DR
2290171008	6319	WESTBROOK DR
2290171009	6315	WESTBROOK DR
2290171010	6311	WESTBROOK DR
2290171011	6309	WESTBROOK DR
2290171012	6307	WESTBROOK DR
2290171013	6305	WESTBROOK DR
2290171014	6301	WESTBROOK DR
2290171015	6255	WESTBROOK DR
2290171016	6249	WESTBROOK DR
2290171017	6243	WESTBROOK DR
2290181001	6351	WESTBROOK DR
2290211008	6252	WOODCREEK DR
2290223011	6414	WOODRIDGE CT
2290242003	6875	BROOKHAVEN WY
2290242004	6901	BROOKHAVEN WY
2290242005	6905	BROOKHAVEN WY
2290242006	6909	BROOKHAVEN WY
2290242007	6913	BROOKHAVEN WY

EXHIBIT 'A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET NAME
2290242008	6919	BROOKHAVEN WY
2290242009	6925	BROOKHAVEN WY
2290242010	6931	BROOKHAVEN WY
2290242011	6941	BROOKHAVEN WY
2290242012	6947	BROOKHAVEN WY
2290242013	6953	BROOKHAVEN WY
2290294001	6406	CREEKCREST CIR
2290294002	6410	CREEKCREST CIR
2290294003	6420	OAKBROOK DR
2290294004	6430	OAKBROOK DR
2290294006	6400	CREEKCREST CIR
2290294007	6372	CREEKCREST CIR
2290294008	6368	CREEKCREST CIR
2290294009	6364	CREEKCREST CIR
2290294010	6360	CREEKCREST CIR
2290294011	6356	CREEKCREST CIR
2290294012	6352	CREEKCREST CIR
2290294013	6348	CREEKCREST CIR
2290294014	6344	CREEKCREST CIR
2290294015	6340	CREEKCREST CIR
2290294016	6336	CREEKCREST CIR
2290294017	6332	CREEKCREST CIR
2290294018	6328	CREEKCREST CIR
2290294026	0	CREEKCREST CIR
2290294027	6440	OAKBROOK DR
2290313004	6916	MERCEDES AV
2290313006	7000	MERCEDES AV
2290313008	7008	MERCEDES AV
2290313009	7012	MERCEDES AV
2290313016	6937	LE HAVRE WY
2290313017	6933	LE HAVRE WY
2290313019	6925	LE HAVRE WY
2290313021	6917	LE HAVRE WY
2290314004	6920	LE HAVRE WY
2290314005	6924	LE HAVRE WY
2290314006	6928	LE HAVRE WY
2290314007	6932	LE HAVRE WY
2290314032	6915	BURNHAM DR
2290314037	6923	BURNHAM DR
2290323007	6450	OAKCREEK WY
2290331011	6901	BROOKCREST WY
2290331012	6851	ALBURY ST

EXHIBIT 'A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET NAME
2290331013	6847	ALBURY ST
2290331014	6843	ALBURY ST
2290331015	6837	ALBURY ST
2290331016	6831	ALBURY ST
2290331017	6825	ALBURY ST
2290331018	6813	ALBURY ST
2290331019	6809	ALBURY ST
2290331022	6801	ALBURY ST
2290331023	6805	ALBURY ST
2290331025	6019	BROOKTREE DR
2290331026	0	BROOKTREE DR
2290341001	7037	BROOKCREST WY
2290341002	7033	BROOKCREST WY
2290341003	7029	BROOKCREST WY
2290341004	7025	BROOKCREST WY
2290341005	7021	BROOKCREST WY
2290341006	7017	BROOKCREST WY
2290341007	7013	BROOKCREST WY
2290341008	7009	BROOKCREST WY
2290341009	7005	BROOKCREST WY
2290341010	7001	BROOKCREST WY
2290361005	6453	WOODHILLS WY
2290390033	0	GREENBACK LN
2290420029	6401	WEXFORD CIR
2290440015	0	SHADOW LN
2290450014	6168	SHADOW LN
2290450015	6170	SHADOW LN
2290450016	6172	SHADOW LN
2290450017	6174	SHADOW LN
2290450018	6176	SHADOW LN
2290450019	6178	SHADOW LN
2290450020	6180	SHADOW LN
2290450021	6182	SHADOW LN
2290450022	6184	SHADOW LN
2290450023	6186	SHADOW LN
2290450031	0	SHADOW LN
2290490018	0	VAN MAREN LN
2290500039	0	VAN MAREN LN
2290530020	0	CROSSWOODS CIR
2290600001	0	MATHENY WY
2290600002	6067	GREENBACK LN
2290640068	6848	WOODLOCK WY

EXHIBIT 'A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET NAME
2320192006	5423	MAIDSTONE WY
2320192007	5417	MAIDSTONE WY
2320192012	5416	FLEETWOOD DR
2320192013	5424	FLEETWOOD DR
2320193006	5423	SAN JUAN AV
2320193007	5417	SAN JUAN AV
2320193013	5418	MAIDSTONE WY
2320193014	5424	MAIDSTONE WY
2320353004	5449	BARTIG WY
2320353005	5447	BARTIG WY
2320353006	5445	BARTIG WY
2320353007	5443	BARTIG WY
2320353008	5437	BARTIG WY
2320353009	5431	BARTIG WY
2320353010	5425	BARTIG WY
2320353011	5419	BARTIG WY
2320353012	5413	BARTIG WY
2320353013	5407	BARTIG WY
2320353014	5401	BARTIG WY
2320394001	7101	BROOKCREST WY
2320394002	7107	BROOKCREST WY
2320394003	7113	BROOKCREST WY
2320394004	7119	BROOKCREST WY
2320394008	7117	MARY ANN WY
2320394013	7137	MARY ANN WY
2320394016	7205	MARY ANN WY
2320394017	0	
2320394018	7125	MARY ANN WY
2320394019	7129	MARY ANN WY
2320394020	7133	MARY ANN WY
2320394021	7121	MARY ANN WY
2320394022	7201	MARY ANN WY
2320394023	7141	MARY ANN WY
2320403001	5806	SPERRY DR
2320403005	7249	SPICER DR
2320403006	7259	SPICER DR
2320403007	7301	SPICER DR
2320403008	7305	SPICER DR
2320403009	7309	SPICER DR
2320403010	7313	SPICER DR
2320403011	7317	SPICER DR
2320403012	7321	SPICER DR

EXHIBIT 'A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET NAME
2320403013	7325	SPICER DR
2320403014	7329	SPICER DR
2320403015	7333	SPICER DR
2320403016	7337	SPICER DR
2320403017	7341	SPICER DR
2320403018	0	SAN JUAN AV
2320403019	0	SAN JUAN AV
2330043008	8001	MADISON AV
2330043009	8089	MADISON AV
2330044001	5500	SUNRISE BL
2330044002	7916	PEBBLE BEACH DR
2330044009	5410	SUNRISE BL
2330044011	5400	HERITAGE TREE LN
2330044012	7969	MADISON AV
2330044013	5460	SUNRISE BL
2330060006	7536	WELLS AV
2330081015	7475	MADISON AV
2330081016	7509	MADISON AV 120
2330242005	7531	MADISON AV
2330261001	5716	SAN JUAN AV
2330261030	7515	WELLS AV
2330261033	5712	SAN JUAN AV
2330261037	0	
2330261038	7501	WELLS AV
2330261044	7429	WELLS AV
2330262007	0	WELLS AV
2330262009	7532	WELLS AV
2330262010	7524	WELLS AV
2330262017	0	WELLS AV
2330262019	7430	WELLS AV
2330262020	7438	WELLS AV
2330320021	0	ALMADEN WY
2330330039	0	ALMADEN WY
2330350042	0	SPYGLASS LN
2330420014	5500	MIKE ARTHUR CT
2330420030	8090	TREECREST AV
2330420031	8084	TREECREST AV
2330420032	8078	TREECREST AV
2330420033	8072	TREECREST AV
2330420036	5614	CELINE DR
2330420045	5615	CELINE DR
2330420049	8064	TREECREST AV

EXHIBIT "A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET NAME
2330420050	8066	TREECREST AV
2330430041	12057	FAIR OAKS BL
2330470007	7425	WILLOWCREEK DR
2330470013	7449	WILLOWCREEK DR
2330470016	7461	WILLOWCREEK DR
2330470027	5541	ASPENWOOD CT
2330480066	5614	CYPRESS POINT DR
2330480078	8005	ALTA VISTA LN
2330480079	8001	ALTA VISTA LN
2330480093	5601	CYPRESS POINT DR
2330490016	7995	MARSALLA CT
2330500007	7925	SAWGRASS CIR
2330560001	0	
2330560005	5555	MARIPOSA AV
2330560006	5541	MARIPOSA AV
2330560007	5555	MARIPOSA AV
2330560008	7529	KALAMAZOO DR
2330560010	5533	MARIPOSA AV
2330560011	0	MARIPOSA AV
2330580022	5520	CEDAR CREEK WY
2330600038	0	BIRDCAGE ST
2330630021	0	RANCH AV
2330680004	7921	KINGSWOOD DR
2330680006	7941	KINGSWOOD DR
2330680010	5650	SUNRISE BL
2330680011	7850	KINGSWOOD DR
2330680012	5637	SUNRISE BL
2330680013	5623	SUNRISE BL
2330680018	7807	UPLANDS WY
2330680020	5721	SUNRISE BL
2330680021	5751	SUNRISE BL
2430010008	7408	WOODSIDE DR
2430010024	6519	SYLVAN RD
2430010034	0	STOCK RANCH RD
2430010045	0	THALIA CT
2430020023	7301	GREENBACK LN
2430020029	7115	GREENBACK LN
2430020048	7340	STOCK RANCH RD
2430020053	7115	GREENBACK LN
2430020055	7115	GREENBACK LN
2430030056	7115	GREENBACK LN
2430031004	6524	SYLVAN RD

EXHIBIT 'A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET NAME
2430031006	6448	SYLVAN RD
2430031007	6446	SYLVAN RD
2430031008	6444	SYLVAN RD
2430031009	6442	SYLVAN RD
2430031012	6440	SYLVAN RD
2430031013	6424	SYLVAN RD
2430031014	6412	SYLVAN RD
2430031017	0	SYLVAN RD
2430031018	6404	SYLVAN RD
2430031020	6505	MARIPOSA AV
2430031023	6528	SYLVAN RD
2430031029	0	MARIPOSA AV
2430041014	7551	CHULA VISTA DR
2430041015	7555	CHULA VISTA DR
2430041016	7559	CHULA VISTA DR
2430041017	7563	CHULA VISTA DR
2430041018	7567	CHULA VISTA DR
2430041019	7571	CHULA VISTA DR
2430050010	6525	SUNRISE BL
2430050017	0	SUNRISE BL
2430060005	7770	CHANCERY CT
2430060012	0	GREENBACK LN
2430060013	7801	GREENBACK LN
2430060033	7811	GREENBACK LN
2430060035	7781	SUNRISE CREEK CT
2430060045	7777	GREENBACK LN
2430060046	7761	GREENBACK LN
2430060048	7747	GREENBACK LN
2430070002	0	SUNRISE BL
2430081012	0	ARCADIA DR
2430081018	7972	ARCADIA DR
2430081019	7953	GREENBACK LN
2430081032	6249	SUNRISE BL
2430081033	7905	GREENBACK LN
2430082001	0	ARCADIA DR
2430082016	0	GREENBACK LN
2430082019	0	FAIR OAKS BL
2430082021	0	FAIR OAKS BL
2430082023	0	
2430082027	12633	FAIR OAKS BL
2430082028	0	FAIR OAKS BL
2430082035	8095	GREENBACK LN

EXHIBIT "A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET NAME
2430090003	6018	SAN JUAN AV
2430090007	7415	LUCKY LN
2430090010	7433	LUCKY LN
2430090012	7443	LUCKY LN
2430090017	6024	SAN JUAN AV
2430100001	7500	LUCKY LN
2430100002	7501	LUCKY LN
2430100008	7542	LUCKY LN
2430100009	7546	LUCKY LN
2430100010	7550	LUCKY LN
2430100018	7500	GREENBACK LN
2430110016	7417	FARMGATE WY
2430110017	7411	FARMGATE WY
2430110018	7413	FARMGATE WY
2430110021	7415	FARMGATE WY
2430120038	6055	DUBLIN WY
2430120043	7566	GREENBACK LN
2430130009	6142	MARIPOSA AV
2430130026	6101	RITA LOU WY
2430130043	6116	MARIPOSA AV
2430130044	6112	MARIPOSA AV
2430130052	6108	MARIPOSA AV
2430130053	6114	MARIPOSA AV
2430150008	6242	MARIPOSA AV
2430150012	7629	GREENBACK LN
2430150014	7601	GREENBACK LN
2430150019	7625	GREENBACK LN
2430150023	7677	GREENBACK LN
2430150025	6236	MARIPOSA AV
2430150027	6250	MARIPOSA AV
2430150028	7649	GREENBACK LN
2430150031	6231	BURICH AV
2430150032	6230	MARIPOSA AV
2430150033	6228	MARIPOSA AV
2430150034	6226	MARIPOSA AV
2430160003	6300	MARIPOSA AV
2430160009	6301	SAN PABLO DR
2430160010	6316	MARIPOSA AV
2430170006	7551	GREENBACK LN
2430180007	6210	SCHUMAN LN
2430180009	0	SCHUMAN LN
2430180012	7535	GREENBACK LN

EXHIBIT 'A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET NAME
2430180018	6312	SYLVAN RD
2430180019	6308	SYLVAN RD
2430180021	7520	STODDARD LN
2430180022	0	SYLVAN RD
2430180025	6352	SYLVAN RD
2430180027	6360	SYLVAN RD
2430180030	6348	STODDARD LN
2430180046	6230	SYLVAN RD
2430180047	6318	SYLVAN RD
2430180049	6240	SYLVAN RD
2430180051	6358	SYLVAN RD
2430191015	5901	SUNRISE BL
2430191023	7800	GREENBACK LN
2430191026	5801	SUNRISE BL
2430191030	6101	BIRDCAGE ST
2430191035	5801	BIRDCAGE ST
2430191038	6185	SUNRISE BL
2430191040	0	SUNRISE BL
2430191041	0	SUNRISE BL
2430191042	5837	SUNRISE BL
2430191043	5871	SUNRISE BL
2430191044	7840	GREENBACK LN
2430191045	6199	SUNRISE BL
2430192012	6000	SUNRISE BL
2430192014	6100	SUNRISE BL
2430201010	7471	SKYCREST CT
2430210072	5811	OUR WY
2430210073	7627	FARMGATE WY
2430242001	7452	FARMGATE WY
2430242002	7458	FARMGATE WY
2430251010	7613	SAN SIMEON DR
2430251011	7609	SAN SIMEON DR
2430251012	7601	SAN SIMEON DR
2430254001	6320	SANTA CATARNA WY
2430254002	6324	SANTA CATARNA WY
2430254003	6328	SANTA CATARNA WY
2430254004	6332	SANTA CATARNA WY
2430254005	6340	SANTA CATARNA WY
2430254006	0	SANTA CATARNA WY
2430254007	6400	SANTA CATARNA WY
2430254009	7656	SAN SIMEON DR
2430254010	7662	SAN SIMEON DR

EXHIBIT 'A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET NAME
2430254011	7666	SAN SIMEON DR
2430254012	7670	SAN SIMEON DR
2430254013	7674	SAN SIMEON DR
2430254014	7678	SAN SIMEON DR
2430255006	6412	MARIPOSA AV
2430255007	7600	SAN SIMEON DR
2430255008	0	SNTA CATARINA WY
2430255014	7638	SAN SIMEON DR
2430255015	7642	SAN SIMEON DR
2430255016	7646	SAN SIMEON DR
2430255017	6401	SANTA CATARNA WY
2430255025	6338	SAN BENITO WY
2430255026	6340	SAN BENITO WY
2430255027	6351	SAN BENITO WY
2430255028	6347	SAN BENITO WY
2430255039	6303	SAN BENITO WY
2430255040	7612	SAN SIMEON DR
2430255041	7618	SAN SIMEON DR
2430255042	7624	SAN SIMEON DR
2430255043	7630	SAN SIMEON DR
2430255044	7636	SAN SIMEON DR
2430271001	6547	MEL CT
2430271002	6543	MEL CT
2430271003	6539	MEL CT
2430271004	6535	MEL CT
2430271005	6531	MEL CT
2430271006	6527	MEL CT
2430271007	7762	LIALANA WY
2430271008	7764	LIALANA WY
2430271009	7768	LIALANA WY
2430271010	7772	LIALANA WY
2430271011	7769	SAYONARA DR
2430271012	6552	MAUANA WY
2430271013	6560	MAUANA WY
2430271014	6564	MAUANA WY
2430276007	7785	LIALANA WY
2430276008	7784	LIALANA WY
2430276010	7778	LIALANA WY
2430276011	7770	SAYONARA DR
2430276012	6544	MAUANA WY
2430312028	6015	ROWAN WY
2430312029	6013	ROWAN WY

EXHIBIT 'A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET NAME
2430312046	5905	SPERRY DR
2430312047	5903	SPERRY DR
2430312048	5901	SPERRY DR
2430321004	5831	YEOMAN WY
2430321005	5841	YEOMAN WY
2430321006	5851	YEOMAN WY
2430321007	5905	BRITTANY WY
2430321008	5909	BRITTANY WY
2430324009	7752	GUENIVERE WY
2430324010	7756	GUENIVERE WY
2430335007	6012	VICEROY WY
2430335012	6022	VICEROY WY
2430350011	5933	SUNRISE VISTA DR
2430350012	8028	SUNRISE EAST WY
2430350013	8052	SUNRISE EAST WY
2430350027	12429	FAIR OAKS BL
2430350028	6060	SUNRISE VISTA DR
2430350036	12417	FAIR OAKS BL
2430361001	5879	SPERRY DR
2430361002	5877	SPERRY DR
2430361026	0	CINNAMON DR
2430390001	0	VILLA DEL SOL LN
2430390034	0	VILLA DEL SOL LN
2430390036	0	VILLA DEL SOL LN
2430400012	6005	CHERRY CREEK CT
2430400013	6000	CHERRY CREEK CT
2430400014	6004	CHERRY CREEK CT
2430400035	0	BROOKTREE DR
2430410001	0	
2430410002	6540	MAUANA WY
2430410007	6520	MAUANA WY
2430410058	6405	TERRA WY
2430410059	6409	TERRA WY
2430430018	6424	TERRA WY
2430430019	6420	TERRA WY
2430430059	0	
2430440004	7788	SUNRISE CREEK CT
2430440015	7779	CHANCERY CT
2430450024	7247	ADOBE CASA CT
2430450025	7246	ADOBE CASA CT
2430450026	7242	ADOBE CASA CT
2430450027	7238	ADOBE CASA CT

EXHIBIT 'A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET NAME
2430450028	7234	ADOBE CASA CT
2430450029	7230	ADOBE CASA CT
2430450030	7222	ADOBE CASA CT
2430450031	0	ADOBE CASA CT
2430450032	0	ADOBE CASA CT
2430460047	6300	SANDPIPER CT
2430460048	6305	SANDPIPER CT
2430470020	6355	BONHAM CIR
2430470021	6349	BONHAM CIR
2430470022	6345	BONHAM CIR
2430470073	6380	DENTON WY
2430480013	0	ARCADIA DR
2430480015	0	ARCADIA DR
2430480019	7983	ARCADIA DR
2430480032	6434	SUNRISE BL
2430480033	0	SUNRISE BL
2430480034	6412	SUNRISE BL
2430490003	0	SUNRISE BL
2430490014	8048	ARCADE LAKE LN
2430490015	0	SUNRISE BL
2430500018	0	
2430510032	0	SPERRY DR
2430520003	7711	GREENBACK LN
2430530016	6514	FARR CT
2430530021	7690	MARIPOSA GLEN WY
2430560021	6462	SAN STEFANO ST
2430560051	7618	HEATHERINGTON WY
2430560052	6422	MARIPOSA AV
2430560053	6426	MARIPOSA AV
2430560054	6430	MARIPOSA AV
2430580036	6437	ASPEN GARDENS WY
2570071037	7325	CROSS DR
2570071038	7265	HILL DR
2570071040	7319	CROSS DR
2570072002	7260	CROSS DR
2570072003	7254	CROSS DR
2570072004	7248	CROSS DR
2570072005	7242	CROSS DR
2570072006	7236	CROSS DR
2570072007	7230	CROSS DR
2570072008	7224	CROSS DR
2570072009	7218	CROSS DR

EXHIBIT 'A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET NAME
2570072010	7212	CROSS DR
2570072011	7206	CROSS DR
2570072012	7200	CROSS DR
2570072025	8230	OAK AV
2570072027	7302	CROSS DR
2570072028	8216	OAK AV
2570072032	7342	CROSS DR
2570072034	0	OAK AV
2570091011	7254	MANDARIN CIR
2570103016	8206	STRENG AV
2570131007	6975	ESCALLONIA DR
2570131008	6971	ESCALLONIA DR
2570140020	8350	AMSELL CT
2570140021	8354	AMSELL CT
2570140022	8358	AMSELL CT
2570140023	8362	AMSELL CT
2570140024	8366	AMSELL CT
2570140025	8370	AMSELL CT
2570140028	8371	CARRICK CT
2570140029	8363	CARRICK CT
2570140030	8359	CARRICK CT
2570140031	8355	CARRICK CT
2570140032	8351	CARRICK CT
2570140033	8350	CARRICK CT
2570150003	8263	OLD RANCH RD
2570150004	8267	OLD RANCH RD
2570150005	8271	OLD RANCH RD
2570150006	8275	OLD RANCH RD
2570160042	8360	CRANFORD WY
2570160043	8356	CRANFORD WY
2570253018	8036	POULSON ST
2570270010	7133	CANELO HILLS DR
2570310017	7146	CROSS DR
2570310019	8205	PRIME WY
2590053022	6600	SMOKE TREE CT
2590053023	0	SMOKE TREE CT
2590060023	6704	OLD OAK CT
2590060040	6837	SUGAR MAPLE WY
2590060055	6601	SWEET GUM CT
2590060064	0	CLEAR CREEK CT
2590070032	0	FAIR OAKS BL
2590080035	0	FAIR OAKS BL

EXHIBIT 'A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER STREET NAME
2590300013	6950 CRUX DR
2590300014	6954 CRUX DR
2590300015	6958 CRUX DR
2590300016	6962 CRUX DR
2590300017	6966 CRUX DR
2590350001	6940 TROVITA WY
2590350002	6936 TROVITA WY
2590350003	6932 TROVITA WY
2590350004	6928 TROVITA WY
2590350005	6924 TROVITA WY
2590350006	6920 TROVITA WY
2590350007	6916 TROVITA WY
2590350008	6912 TROVITA WY
2590350009	6908 TROVITA WY
2590350010	6904 TROVITA WY
2590350011	6900 TROVITA WY
2590350012	6872 TROVITA WY

EXHIBIT 'A"

Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET NAME
2290650001	6008	HICKORYWOOD WY
2290650002	6004	HICKORYWOOD WY
2290650003	6000	HICKORYWOOD WY
2290650004	5928	HICKORYWOOD WY
2290650005	5924	HICKORYWOOD WY
2290650006	5920	HICKORYWOOD WY
2290650007	5916	HICKORYWOOD WY
2290650008	5912	HICKORYWOOD WY
2290650009	5908	HICKORYWOOD WY
2290650010	5904	HICKORYWOOD WY
2290650011	5900	HICKORYWOOD WY
2290650064	0	HICKORYWOOD WY
2290690024	6624	SUMMER RAIN WY
2290690025	6628	SUMMER RAIN WY
2290690027	6037	CENTURION CIR
2290690029	6029	CENTURION CIR
2290690048	6049	CENTURION CIR
2290710023	6431	LITTLE RIVER CT
2290700005	6620	SUMMER RAIN WY
2290780013	0	MATHENY WY
2290780016	6515	MI CT
2290790001	6560	GREENBACK LN
2290790002	6133	DEWEY DR
2290790012	6560	OAKCREEK WY
2290790013	6564	OAKCREEK WY
2290910028	0	CHARWOOD LN
2290930001	0	
2290930030	0	SLIPPERY CREEK L
2290940010	6501	SHADOW HAWK DR
2290940011	6505	SHADOW HAWK DR
2290940012	6509	SHADOW HAWK DR
2290940013	6513	SHADOW HAWK DR
2290940014	6517	SHADOW HAWK DR
2290940015	6521	SHADOW HAWK DR
2290940016	0	
2290960023	6451	SHADOW HAWK DR
2290960024	6480	MATHENY WY
2290990001	0	ALORN LN
2290990002	0	ALORN LN
2290990009	0	ALORN LN
2290990010	0	ALORN LN
2291000005	0	VIRK LN

WHEN RECORDED RETURN TO:

CITY OF CITRUS HEIGHTS
Attn: City Manager
6237 Fountain Square Drive
Citrus Heights, CA 95621-5577

Sacramento County Recording
Craig A Kramer, Clerk/Recorder
BOOK 20080214 PAGE 1317
Thursday, FEB 14, 2008 3:34:58 PM
Ttl Pd $0.00 Nbr-0005265999
JLM/15/1-44

NO FEE DOCUMENT Per Government Code 6103
NO TRANSFER TAX Per R & T Code 11922

APN: As listed on Exhibit A, by Parcel

Easement transfers to Citrus heights

THIS SPACE FOR RECORDER'S USE ONLY

QUITCLAIM DEED

The COUNTY OF SACRAMENTO, a political subdivision of the State of California, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to the CITY OF CITRUS HEIGHTS, a municipal corporation, all easements granted to the County of Sacramento for drainage purposes, by subdivision map within the corporate boundaries of the City of Citrus Heights, County of Sacramento, State of California, as follows, to-wit:

See Exhibits "A"
attached hereto and made a part hereof.

Dated this 30 day of January, 2008

COUNTY OF SACRAMENTO, a political
Subdivision of the State of California

By: _____
Chief Real Estate Agent
Under delegated authority by
Resolution No.: 2007-1378
Dated: 11-27-2007

RED File No. _____

LOG No. C-958

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SACRAMENTO

On JANUARY 30, 2008 (Date) before me, TIM WHITE NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared DOUGLAS BELL (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.

Signature _____ (Signature of Notary Public)

Place Notary Seal Above

TIM WHITE
Commission # 1700680
Notary Public - California
Sacramento County
My Comm. Expires Nov 17, 2010

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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****

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated January 30, 20 08, from COUNTY OF SACRAMENTO, to the CITY OF CITRUS HEIGHTS, a municipal corporation in the State of California, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. 98-23 of the City Council of said City adopted on March 11, 1998, and the Grantee consents to recordation thereof by its duly authorized officer.

By: Kevin Becker Dated: 1/31/08

Kevin Becker, Acting City Engineer

****

EXHIBIT "A"

Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET	SUB. No.	Alt. SUB. No.
2040020001	8450	AUBURN BL	S016043	
2040020029	7544	LINDEN AV	S016043	
2040060006	8439	MARIPOSA AV	S016043	
2040096003	6624	SKYLANE DR	S055034	
2040101017	7451	AUBURN BL	S055032	
2040101027	7515	AUBURN BL	P023003	
2040101028	7501	AUBURN BL	P023003	
2040102007	7436	KANAI AV	S055032	
2040104002	7437	KANAI AV	S055032	
2040143009	7460	BROOKDALE DR	S044027	
2040143010	7849	OAK FOREST ST	S044027	
2040171029	7715	GARDEN GATE DR	S055016	
2040171032	7711	MALIA CT	S055016	
2040171038	7706	MALIA CT	S055016	
2040173010	0	GARDENVINE AV	S055016	
2040174007	0	GARDENVINE AV	S055016	
2040174017	6924	PEPPERCRESS CT	S055016	
2040174021	7014	GARDENVINE AV	S055016	
2040174023	7713	GINGERBLOSSOM DR	S055016	
2040183009	7631	GINGERBLOSSOM DR	S055016	
2040184003	7633	CAMOMILE WY	S055016	
2040184006	7632	GINGERBLOSSOM DR	S055016	
2040193063	0	ANTELOPE RD	P048006	
2040201012	7700	OAKWOOD LN	S040034	
2040201034	7724	OAKWOOD LN	S040034	
2040201060	7717	AUBURN BL	O046014	
2040210085	7457	SYCAMORE DR	P142003	
2040235014	7540	WATSON WY	S012015	
2040235063	7660	AUBURN BL L L	S012015	S153018
2040235087	7544	WATSON WY	P130026	S012015
2040235088	7541	ORANGE DR	P130026	S012015
2040235090	0	WATSON WY	P130026	S012015
2040235099	0	ORANGE DR	S012015	
2040235104	7534	WATSON WY	S012015	
2040242004	7530	PRATT AV	S012015	S050029
2040242045	7547	COOK AV	O021007	S012015
2040251035	7643	MARIPOSA AV	S012015	
2040252007	7642	LEINEKE LN	O006048	S012015
2040272009	0	LESSER WY	S050019	
2040272011	0	ROLLINGWOOD BL	S050019	
2040281004	8001	LESSER WY	S050019	
2040281009	7929	LESSER WY	S050019	
2040286003	7409	GRAND OAKS BL	S047028	
2040286007	7408	MORNINGSIDE WY	S047028	
2040291001	7316	GRAND OAKS BL	S047028	
2040293004	7404	BROOKDALE DR	S047028	

EXHIBIT "A"

Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET	SUB. No.	Alt. SUB. No.
2040304002	7341	ROLLINGWOOD BL	S050019	
2040304003	7337	ROLLINGWOOD BL	S050019	
2040304030	7342	LITTLE OAKS WY	S050019	
2040311008	7139	OAKBERRY WY	S050019	
2040311009	7133	OAKBERRY WY	S050019	
2040312013	8015	CASUARNIA CT	S050019	
2040312014	8009	CASUARNIA CT	S050019	
2040312032	7108	OAKBERRY WY	S050019	
2040312033	7116	OAKBERRY WY	S050019	
2040312034	7221	ROLLINGWOOD BL	S050019	
2040321001	0	ROLLINGWOOD BL	S049025	
2040321002	0	ROLLINGWOOD BL	S050019	
2040322005	7905	LESSER WY	S050019	
2040322008	7908	ROSSWOOD DR	S050019	
2040322009	7916	ROSSWOOD DR	S050019	
2040322010	7924	ROSSWOOD DR	S050019	
2040322011	7932	ROSSWOOD DR	S050019	
2040322012	7940	ROSSWOOD DR	S050019	
2040322013	7948	ROSSWOOD DR	S050019	
2040322015	0	ROLLINGWOOD BL	S050019	
2040331010	7143	PARISH WY	S047028	
2040331017	7119	PARISH WY	S047028	
2040331020	0	ROLLINGWOOD BL	S049025	
2040332010	0	ANTELOPE RD	S049025	
2040341011	7040	GUMWOOD CIR	S049025	
2040341012	7036	GUMWOOD CIR	S049025	
2040351030	6808	BIRCHWOOD CIR	S049025	
2040351032	6816	BIRCHWOOD CIR	S049025	
2040351035	6828	BIRCHWOOD CIR	S049025	
2040351053	6952	BIRCHWOOD CIR	S049025	
2040351058	7013	ROLLINGWOOD BL	S049025	
2040352001	6900	OAK SPRING WY	S049025	
2040352002	6912	OAK SPRING WY	S049025	
2040352003	6916	OAK SPRING WY	S049025	
2040352004	6920	OAK SPRING WY	S049025	
2040352009	6935	BIRCHWOOD CIR	S049025	
2040352010	6929	BIRCHWOOD CIR	S049025	
2040352011	6925	BIRCHWOOD CIR	S049025	
2040352012	6921	BIRCHWOOD CIR	S049025	
2040352013	6917	BIRCHWOOD CIR	S049025	
2040352014	6913	BIRCHWOOD CIR	S049025	
2040361005	6749	NAVION DR	S050030	
2040362006	7625	VAN MAREN LN	S050030	
2040362007	6724	PIPER CT	S050030	
2040362008	6717	PIPER CT	S050030	
2040362019	6746	NAVION DR	S050030	

EXHIBIT "A"

Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER STREET	SUB. No.	Alt. SUB. No.
2040371005	6655 NAVION DR	S050030	
2040374010	7513 VAN MAREN LN	S050021	
2040374011	7428 CONVAIR WY	S050021	
2040374012	7432 CONVAIR WY	S050021	
2040374013	7436 CONVAIR WY	S050021	
2040374014	7440 CONVAIR WY	S050021	
2040374015	7444 CONVAIR WY	S050021	
2040374016	7448 CONVAIR WY	S050030	
2040374018	6706 PIPER CT	S050030	
2040374019	6712 PIPER CT	S050030	
2040374020	6718 PIPER CT	S050030	
2040383001	7507 VAN MAREN LN	S050021	
2040383002	7501 VAN MAREN LN	S050021	
2040392004	6837 MARINVALE DR	S064022	
2040411005	7404 AUBURN BL	S012015	
2040411038	7532 CARLETON LN	P021030	S012015
2040420004	7536 CEDAR DR	S012040	
2040420011	7570 CEDAR DR	S012040	
2040420032	7564 CEDAR DR	S012040	
2040420044	7560 CEDAR DR		S012040
2040431019	7657 POPPY WY	S012040	
2040431037	0 PARMIS CT	S012040	S192011
2040432011	7660 POPPY WY	S012040	
2040450005	7831 MARIPOSA AV	S012040	
2040450014	7667 WATSON WY	S012040	
2040450025	7861 MARIPOSA AV	S012040	
2040450037	7601 WATSON WY	S012040	
2040461042	8340 AUBURN BL	P077005	S016043
2040462012	7572 CHERRY GLEN AV	S016043	
2040462034	8306 CHERRY LEAF CT	S016043	S216003
2040472012	8201 HOLLY DR	S016043	
2040481002	7649 ROBERTS DR	S016043	
2040481003	7644 ROBERTS DR	S016043	
2040481022	7628 TWIN OAKS AV	S016043	
2040481042	7607 OAK GROVE AV	S016043	
2040491023	8317 MARIPOSA AV	S016043	
2040492012	7654 ROBERTS DR	S016043	
2040492028	8245 MARIPOSA AV	S016043	S179014
2040492029	8241 MARIPOSA AV	S016043	S179014
2040492032	7683 OAK GROVE AV	S016043	S179014
2040492035	7671 OAK GROVE AV	S016043	S179014
2040493002	7684 OAK GROVE AV	O034019	S075008
2040493005	8235 MARIPOSA AV	O034019	S075008
2040493006	8231 MARIPOSA AV	O034019	S075008
2040493007	8225 MARIPOSA AV	S016043	
2040493010	8201 MARIPOSA AV	S016043	

EXHIBIT "A"

Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER STREET	SUB. No.	Alt. SUB. No.
2040500025	7707 MARIPOSA AV	S012015	
2040510002	7617 PRATT AV	S012015	
2040510003	7625 PRATT AV	S012015	
2040510011	7685 PRATT AV	S012015	
2040510012	7547 MARIPOSA AV	S012015	
2040510020	7652 PRATT AV	S012015	
2040510052	7640 PRATT AV	P097017	S012015
2040521001	8144 AUBURN BL	S012040	
2040521004	7522 WALNUT AV	S012040	
2040521035	7530 WALNUT DR	P028045	S012040
2040530022	7555 CEDAR DR	O032015	S012040
2040530023	7551 CEDAR DR	O032015	S012040
2040530039	7583 CEDAR DR	S012040	
2040530045	8048 AUBURN BL	P049001	S012040
2040541018	8146 HOLLY DR	S012040	S145027
2040541020	7613 N COLONY WY	S012040	S145027
2040552001	8048 HOLLY DR	S012040	
2040552030	8000 HOLLY DR	S012040	
2040552042	8045 MARIPOSA AV	P092013	S012040
2040552044	7633 CEDAR DR	S012040	
2040552051	8032 HOLLY DR	S012040	
2040570007	7448 BERRY LN	S012015	
2040570018	7405 MARIPOSA AV	S012015	
2040581007	8312 BEGONIA CT	S060032	
2040581008	8316 BEGONIA CT	S060032	
2040581009	8320 BEGONIA CT	S060032	
2040591009	7349 BLACK OAKS WY	S060032	
2040601016	7391 WOODRUFF WY	P042018	S145009
2040610018	8501 AUBURN BL	P004032	
2040610019	8489 AUBURN BL	P004032	
2040610020	8485 AUBURN BL	P004032	P042018
2040610021	8481 AUBURN BL	P004032	
2040610023	8537 AUBURN BL	P004032	
2040610027	8421 AUBURN BL	P042018	
2040610032	7401 AUBURN OAKS CT X	P042018	S145009
2040610039	7445 AUBURN OAKS CT39	P042018	S145009
2040610041	7321 AUBURN OAKS CT	P004032	S145009
2040610046	8475 AUBURN BL	P004032	
2040620017	7456 SANDALWOOD DR	P043028	
2040630048	8220 BAYMORE WY	S097018	
2040650011	6907 COBBLESTONE WY	S113018	
2040650014	6925 COBBLESTONE WY	S113018	
2040650035	6937 HENNING DR	S113018	
2040650040	6912 COBBLESTONE WY	S113018	
2040650045	7436 HOLLYHOCK CT	S113018	
2040650046	7430 HOLLYHOCK CT	S113018	

EXHIBIT "A"

Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET	SUB. No.	Alt. SUB. No.
2040650047	7424	HOLLYHOCK CT	S113018	
2040650051	7405	HOLLYHOCK CT	S113018	
2040650052	7413	HOLLYHOCK CT	S113018	
2040650053	7419	HOLLYHOCK CT	S113018	
2040650054	7425	HOLLYHOCK CT	S113018	
2040650055	7431	HOLLYHOCK CT	S113018	
2040650058	7424	GARDEN GATE DR	S113018	
2040660007	7033	ENRIGHT DR	S117008	
2040660016	7073	ENRIGHT DR	S117008	
2040660026	7130	BOGUE WY	S117008	
2040660027	7408	LOVATO CT	S117008	
2040660043	0		S117008	
2040670012	8344	DEVILLE OAKS WY	S123002	
2040670013	8363	DEVILLE OAKS WY	S123002	S145009
2040670017	7481	BELLBROOK CT	S123002	S145009
2040670027	8329	DEVILLE OAKS WY	S123002	
2040670028	8327	DEVILLE OAKS WY	S123002	
2040670029	8325	DEVILLE OAKS WY	S123002	
2040670030	8323	DEVILLE OAKS WY	S123002	
2040670035	8305	DEVILLE OAKS WY	S123002	
2040690001	0	AMSTERDAM AV	P048006	S131008
2040700017	0	AMSTERDAM AV	P048006	S131008
2040710062	7213	GARDENVINE AV	P048006	S131008
2040720011	7447	PRATT AV	S158019	
2040720012	7443	PRATT AV	S158019	
2040730001	7410	CESSNA DR	P048006	S175006
2040730017	7525	LOST CREEK CT	P048006	S175006
2040730041	7048	ZEELAND DR	P048006	S175006
2090038008	7015	WHYTE AV	S019008	
2090038010	8544	IMRAN WOODS CIR	O049036	S019008
2090038019	8667	IMRAN WOODS CR	S019008	S176014
2090038020	6901	WHYTE AV	P065009	S188016
2090080046	0	LICHEN DR	S056025	
2090080049	7800	LICHEN DR	P098010	
2090080050	7850	LICHEN DR	P098010	
2090080068	0	LICHEN DR	P098010	
2090121002	8255	VILLAVIEW DR	S057021	
2090121003	8249	VILLAVIEW DR	S057021	
2090123002	8231	WOODYARD WY	S057021	
2090123015	8246	VILLAVIEW DR	S057021	
2090132004	8233	YARDGATE WY	S057021	
2090132012	6536	VISCOUNT WY	S057021	
2090132013	6542	VISCOUNT WY	S057021	
2090132014	6548	VISCOUNT WY	S057021	
2090133003	6554	OUTLOOK DR	S057021	
2090134005	8217	ZENITH DR	S057021	

EXHIBIT "A"

Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER STREET	SUB. No.	Alt. SUB. No.
2090134014	8240 YARDGATE WY	S057021	
2090142003	8355 BUTTERNUT DR	S057015	
2090142007	8331 BUTTERNUT DR	S057015	
2090142013	8247 LICHEN DR	S057015	
2090142014	8281 TANOAK WY	S057015	
2090142015	8277 TANOAK WY	S057015	
2090142016	8273 TANOAK WY	S057015	
2090142017	8269 TANOAK WY	S057015	
2090142018	8265 TANOAK WY	S057015	
2090142019	8261 TANOAK WY	S057015	
2090142020	8257 TANOAK WY	S057015	
2090142021	8253 TANOAK WY	S057015	
2090142022	8249 TANOAK WY	S057015	
2090142023	8245 TANOAK WY	S057015	
2090142024	8241 TANOAK WY	S057015	
2090142025	8237 TANOAK WY	S057015	
2090144005	8330 BUTTERNUT DR	S057015	
2090145007	8248 LICHEN DR	S057015	
2090145011	8231 BASSWOOD WY	S057015	
2090147002	8232 BASSWOOD WY	S057015	
2090151013	8117 LICHEN DR	S056025	
2090155005	8149 BUTTERNUT DR	S057015	
2090155009	8127 BUTTERNUT DR	S056025	
2090155015	8112 BUTTONWOOD WY	S056025	
2090155016	8116 BUTTONWOOD WY	S056025	
2090155020	8138 BUTTONWOOD WY	S057015	
2090155021	8144 BUTTONWOOD WY	S057015	
2090155022	8150 BUTTONWOOD WY	S057015	
2090155023	8156 BUTTONWOOD WY	S057015	
2090155024	8162 BUTTONWOOD WY	S057015	
2090163017	8031 BUTTONWOOD WY	S056025	
2090163022	0 TREELARK WY	S056025	
2090163023	6843 TREELARK WY	S056025	
2090165009	8033 BUTTERNUT DR	S056025	
2090165014	8028 BUTTONWOOD WY	S056025	
2090175001	6648 CARMELWOOD DR	S056025	S096012
2090175006	6605 KAESTNER CT	S056025	S096012
2090175009	6604 KAESTNER CT	S056025	S096012
2090175022	8020 DICUS CT	S056025	S096012
2090175024	8017 DICUS CT	S056025	S096012
2090175025	8013 DICUS CT	S056025	S096012
2090175026	8009 DICUS CT	S056025	S096012
2090175027	8005 DICUS CT	S056025	S096012
2090175029	7951 LICHEN DR	S056025	S096012
2090175042	8012 DICUS CT	S056025	S096012
2090191001	6029 WOODGLADE AV	S057016	

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Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET	SUB. No.	Alt. SUB. No.
2090192001	6030	WOODGLADE AV	S057016	
2090192007	6003	LEN CT	S099027	
2090194010	6141	QUINCEWOOD CIR	S057016	
2090201001	7653	SAYBROOK DR	S057016	
2090201002	7647	SAYBROOK DR	S057016	
2090201013	7620	BLACKTHORNE WY	S099027	
2090201014	7624	BLACKTHORNE WY	S099027	
2090202003	7555	SAYBROOK DR	S057016	
2090202008	7546	BLACKTHORNE WY	S104018	
2090211008	7500	BLACKTHORNE WY	S104018	
2090211009	7504	BLACKTHORNE WY	S104018	
2090211010	7508	BLACKTHORNE WY	S104018	
2090211011	7512	BLACKTHORNE WY	S104018	
2090211012	7516	BLACKTHORNE WY	S104018	
2090211013	7520	BLACKTHORNE WY	S104018	
2090211014	7524	BLACKTHORNE WY	S104018	
2090211015	7528	BLACKTHORNE WY	S104018	
2090212005	7498	BLACKTHORNE WY	S104018	
2090212006	7492	BLACKTHORNE WY	S104018	
2090215007	7505	BLACKTHORNE WY	S104018	
2090240025	6510	ANTELOPE RD	P078005	
2090240026	6518	ANTELOPE RD	P078005	
2090240027	6502	ANTELOPE RD	P078005	
2090251004	7901	SAYBROOK DR	S061008	
2090251010	7821	SAYBROOK DR	S061008	
2090253007	6206	BURNTWOOD WY	S061008	
2090253013	6213	GRAYSTONE AV	S061008	
2090254006	6207	BURNTWOOD WY	S061008	
2090254007	6213	BURNTWOOD WY	S061008	
2090254008	6219	BURNTWOOD WY	S061008	
2090254009	6225	BURNTWOOD WY	S061008	
2090311006	6380	TUPELO DR	P025039	S060029
2090311026	6440	ANTELOPE RD	P025039	S060029
2090311027	6454	TUPELO DR	P025039	S060029
2090311028	6456	ANTELOPE RD	P025039	S060029
2090311030	6422	TUPELO DR	P025039	S060029
2090311033	6400	ANTELOPE RD	P025039	S060029
2090311036	6400	TUPELO DR	P025039	S060029
2090311037	6406	TUPELO DR	P025039	S060029
2090311038	6412	TUPELO DR	P025039	S060029
2090311041	6432	TUPELO DR	P025039	S060029
2090321025	6360	TUPELO DR	S060029	
2090321026	6366	TUPELO DR	S060029	
2090360002	0	ROSEVILLE RD	O022004	S061007
2090360059	8401	VILLAVIEW DR	O022004	S101021
2090360062	8413	VILLAVIEW DR	O022004	S101021

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Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER STREET	SUB. No.	Alt. SUB. No.
2090371008	8453 VILLAVIEW DR	O022004	S101021
2090371009	8449 VILLAVIEW DR	O022004	S101021
2090371010	8445 VILLAVIEW DR	O022004	S101021
2090371011	8441 VILLAVIEW DR	O022004	S101021
2090371016	0	O022004	S061007
2090373003	6709 MANNERLY WY	S061007	S097021
2090373014	6753 MANNERLY WY	S061007	S097021
2090373015	8524 VILLAVIEW DR	O022004	S101021
2090373027	8420 YARDLEY WY	S061007	S101021
2090373028	8416 YARDLEY WY	S061007	S101021
2090376003	6708 TWINING WY	S061007	S097021
2090376017	8420 BUTTERNUT DR	S061007	S097021
2090377003	8322 ZENITH DR	S061007	S097021
2090377005	8417 BUTTERNUT DR	S061007	S097021
2090380052	7800 SERRANO CT	P013015	S113004
2090400002	7406 BLACKTHORNE WY	S105018	
2090400003	7412 BLACKTHORNE WY	S105018	
2090400004	7418 BLACKTHORNE WY	S105018	
2090400005	7424 BLACKTHORNE WY	S105018	
2090400006	7430 BLACKTHORNE WY	S105018	
2090400007	7436 BLACKTHORNE WY	S105018	
2090400008	7442 BLACKTHORNE WY	S105018	
2090400009	7448 BLACKTHORNE WY	S105018	
2090400010	7454 BLACKTHORNE WY	S105018	
2090400011	7460 BLACKTHORNE WY	S105018	
2090400012	7468 BLACKTHORNE WY	S105018	
2090400013	7476 BLACKTHORNE WY	S105018	
2090400014	7484 BLACKTHORNE WY	S105018	
2090410054	7512 WILDOAK DR	S060029	S105019
2090423010	6305 PACO CT	P013015	S107001
2090442007	5936 BIRCHGLADE WY	S009027	S107017
2090442025	7420 WINDJAMMER WY	S009027	S107017
2090442026	7416 WINDJAMMER WY	S009027	S107017
2090460032	7124 CATAMARAN DR	S107017	
2090460033	5926 PIKES PEAK WY	S107017	
2090470025	8000 CANDY CONE CT	P013015	S109021
2090470036	6517 CARMELWOOD DR	P013015	S109021
2090470038	8025 CORNERSTONE WY	P013015	S109021
2090470047	8016 RAVENCREST WY	P013015	S109021
2090480025	6445 BRIARTREE WY	P013015	S109021
2090496019	6124 TUPELO DR	S110009	
2090500038	6561 BRIARTREE WY	P013015	S112005
2090520005	8009 ZENITH DR	P013015	S113004
2090530011	7701 POMPEI CT	S111004	
2090542001	7521 STONERIDGE WY	S111022	
2090542002	7525 STONERIDGE WY	S111022	

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Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER STREET	SUB. No.	Alt. SUB. No.
2090542003	7529 STONERIDGE WY	S111022	
2090542016	7510 MAR VISTA WY	S111022	
2090542018	7500 MAR VISTA WY	S111022	
2090544007	7610 BIERSTON ST	S121002	
2090544020	6149 GLENHURST WY	S121002	
2090545003	6259 PINECREEK WY	S121002	
2090545004	6255 PINECREEK WY	S121002	
2090545016	7607 BIERSTON ST	S121002	
2090545017	7601 BIERSTON ST	S121002	
2090546004	6238 PINECREEK WY	S121002	
2090546005	6242 PINECREEK WY	S121002	
2090546009	6264 PINECREEK WY	S121002	
2090550038	7737 LAS LILAS CT	S115021	
2090550039	7735 LAS LILAS CT	S115021	
2090560009	7125 MOUNTAINSIDE DR	S019008	S118021
2090560023	8201 BRUSHCREEK CT	S019008	S118021
2090560034	7080 CANEVALLEY CIR	S019008	S118021
2090560035	7076 CANEVALLEY CIR	S019008	S118021
2090570021	8397 LICHEN DR	S019008	S118021
2090580001	5947 WOODGLADE AV	S009027	S119008
2090580002	7750 MANGO TREE WY	S009027	S119008
2090580009	5982 WOODBRIAR WY	S009027	S119008
2090580012	5970 WOODBRIAR WY	S009027	S119008
2090580013	5966 WOODBRIAR WY	S009027	S119008
2090580014	5962 WOODBRIAR WY	S009027	S119008
2090580015	5958 WOODBRIAR WY	S009027	S119008
2090580046	5923 WOODGLADE AV	S009027	S145021
2090591003	7937 LICHEN DR	P013015	S122021
2090591021	6632 BRANCH WATER WY	P013015	S122021
2090592006	6615 BRANCH WATER WY	P013015	S122021
2090592019	6620 POSTEN WY	P013015	S122021
2090592020	6624 POSTEN WY	P013015	S122021
2090592022	6632 POSTEN WY	P013015	S122021
2090592023	6636 POSTEN WY	P013015	S122021
2090592024	6640 POSTEN WY	P013015	S122021
2090592025	6644 POSTEN WY	P013015	S122021
2090592026	6648 POSTEN WY	P013015	S122021
2090610026	6814 MANNERLY WY	S019008	S125013
2090610063	8559 VILLAVIEW DR	S019008	S125013
2090610071	6840 CASTLEBERRY CIR	S019008	S125013
2090620054	7000 WHYTE AV	S019008	S125013
2090620055	7006 WHYTE AV	S019008	S125013
2090620056	7012 WHYTE AV	S019008	S125013
2090620057	7018 WHYTE AV	S019008	S125013
2090620058	7024 WHYTE AV	S019008	S125013
2090630006	8420 LOST CAVERN CT	S019008	S125013

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Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET	SUB. No.	Alt. SUB. No.
2090630040	7205	BLUE SPRINGS WY	S019008	S125013
2090630060	7212	WHYTE AV	S019008	S125013
2090650064	6800	WHYTE AV	S019008	S139004
2090650070	6834	WHYTE AV	S019008	S139004
2090660013	5850	PIKES PEAK WAY	S142005	
2090660023	5915	SASSY CT	S142005	
2090660026	5914	DESIREE CT	S142005	
2090660037	5919	DESIREE CT	S142005	
2090670009	7160	PARKVALE WY	S142005	
2090670013	6036	SHAWNDA CT	S142005	
2090680006	0	LICHEN DR	O036003	P068004
2090680007	7849	LICHEN DR	O036003	P068004
2090680008	7895	LICHEN DR	O036003	P068004
2090680009	7811	LICHEN DR	O036003	P068004
2090680011	6435	ANTELOPE RD	O036003	P068004
2090690008	6121	SOFTWOOD CT	S151016	
2090690009	6120	SOFTWOOD CT	S151016	
2090690020	6121	SANDWOOD CT	S151016	
2090690021	6120	SANDWOOD CT	S151016	
2090690042	6016	STONEHAND AV	S151016	
2090690053	5943	GEOFFWOOD CT	S151016	
2090690064	6004	COVEWOOD CT	S151016	
2090690065	6000	COVEWOOD CT	S151016	
2090700010	7863	BROCKWOOD WY	S151016	
2090700058	7928	BROCKWOOD WY	S151017	
2090710018	6120	STARWOOD CT	S151017	
2090710019	6121	STARWOOD CT	S151017	
2110033011	7647	OLD AUBURN RD	S012015	
2110033034	7200	LEONARD AV	P020026	S012015
2110034012	7609	OLD AUBURN RD	S012015	
2110034020	7353	LEONARD AV	P056024	S012015
2110044032	7556	WILLOW WY	S012015	
2110044047	7541	WILLOW WY	S012015	
2110044048	7565	MAPLE AV	S012015	
2110044049	7563	MAPLE AV	S012015	
2110052023	7151	MARIPOSA AV	S012015	
2110052073	7100	LINDA VISTA DR	O045023	S012015
2110052076	7125	LINDA VISTA DR	S012015	
2110061003	7325	BONITA WY	S012043	
2110061013	7756	OLD AUBURN RD	S012043	
2110062014	7317	SUNRISE BL	S012043	
2110062061	7336	BONITA WY	S012043	
2110062065	7348	BONITA WY	P027017	S012043
2110070036	7004	MARIPOSA AV	S012043	
2110070047	7771	DOW AV	S012043	
2110070064	7124	MARIPOSA AV	S012043	

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Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET	SUB. No.	Alt. SUB. No.
2110070071	7776	DOW AV	S012043	S059003
2110070079	7220	MARETHA ST	P033023	S059003
2110081003	7551	PRINCE ST	S014056	S039004
2110081014	7540	PRINCE ST	S014056	S039004
2110081015	7544	PRINCE ST	S014056	S039004
2110081016	7548	PRINCE ST	S014056	S039004
2110083003	7004	DUDLEY ST	S014056	S039004
2110093013	7049	TANDEM CT	S047009	
2110093014	7048	TANDEM CT	S047009	
2110093015	7042	TANDEM CT	S047009	
2110093016	7036	TANDEM CT	S047009	
2110093017	7026	TANDEM CT	S047009	
2110093018	7018	TANDEM CT	S047009	
2110093019	7012	TANDEM CT	S047009	
2110093020	7006	TANDEM CT	S047009	
2110101013	6939	COACHMAN WY	S045002	
2110101014	6901	AUBURN BL	S045002	
2110102010	7011	RAINTREE DR	S045002	
2110123018	6720	VAN MAREN LN	S044025	
2110132046	0	VAN MAREN LN	P169006	S04429A
2110132047	6633	AUBURN BL	P169006	S04429A
2110134003	6656	WELLSBORO WY	S04429A	
2110134016	6645	MELBOURNE WY	S04429A	
2110153010	7101	VERNER AV	O011004	
2110174008	7600	COMMUNITY DR	S014056	
2110175001	7592	ALMONDWOOD AV	S014056	S094002
2110175003	6909	SYLVAN GLEN WY	S014056	S094002
2110175004	6905	SYLVAN GLEN WY	S014056	S094002
2110175005	6901	SYLVAN GLEN WY	S014056	S094002
2110192010	6904	LARKSPUR AV	S019049	
2110192023	6944	LARKSPUR AV	S019049	
2110192024	6940	LARKSPUR AV	S019049	
2110192028	7801	HIGHLAND AV	S019049	
2110192043	6947	LARKSPUR AV	S019049	
2110192044	6939	LARKSPUR AV	S019049	
2110192047	6905	LARKSPUR AV	S019049	
2110192049	6825	LARKSPUR AV	S019049	
2110192050	6807	LARKSPUR AV	S019049	
2110192051	7799	HIGHLAND AV	S019049	
2110192055	7771	HIGHLAND AV	S019049	
2110192057	7763	HIGHLAND AV	S019049	
2110192104	0	LARKSPUR AV	S019049	
2110200062	7878	LAWRENCE AV	P052027	
2110210020	7524	OLD AUBURN RD	P053033	S014056
2110210026	6996	POLLEN WY	S014056	S168012
2110210040	0	SYLVAN RD	S014056	S168012

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Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER STREET	SUB. No.	Alt. SUB. No.
2110221022	6725 MARIPOSA AV	S014056	
2110221023	6715 MARIPOSA AV	S014056	
2110222015	6820 MARIPOSA AV	S014056	
2110222022	0 MARIPOSA AV	S014056	
2110232033	6648 GRAHAM CIR	S041017	
2110243014	7594 CIRCUIT DR	S012002	S041017
2110243015	7598 CIRCUIT DR	S012002	S041017
2110251026	6624 TRILBY CT	S014056	S137005
2110251028	6629 TRILBY CT	S014056	S137005
2110252016	6616 MARIPOSA AV	S014056	S166007
2110252017	7631 MARIPOSA GLEN WY	S014056	S166007
2110252019	7639 MARIPOSA GLEN WY	S014056	S166007
2110252020	7643 MARIPOSA GLEN WY	S014056	S166007
2110252042	6620 MARIPOSA AV	P128021	S014056
2110260013	6613 RAYWOOD CT	S217014	
2110270015	0 STOCK RANCH RD	P093019	S317002
2110270016	6601 THALIA WY	P093019	P170006
2110291005	7031 GLASS SLIPPER WY	S049018	
2110291009	7007 GLASS SLIPPER WY	S049018	
2110291013	7025 AUBURN BL	S049018	
2110304006	7101 CARRIAGE DR	S049018	
2110304007	7100 GLASS SLIPPER WY	S049018	
2110313006	7200 THREE SISTERS CT	S049018	
2110313007	7206 THREE SISTERS CT	S049018	
2110313008	7100 RAINTREE DR	S049018	
2110322004	7112 DOLAN WY	S049006	
2110322005	7118 DOLAN WY	S049006	
2110322021	7107 CALVIN DR	S049006	
2110324001	7040 CALVIN DR	S049006	
2110325001	7100 CALVIN DR	S049006	
2110325002	7106 CALVIN DR	S049006	
2110325003	7112 CALVIN DR	S049006	
2110325004	7118 CALVIN DR	S049006	
2110325005	7124 CALVIN DR	S049006	
2110325006	7130 CALVIN DR	S049006	
2110325007	7136 CALVIN DR	S049006	
2110325008	7142 CALVIN DR	S049006	
2110325009	7148 CALVIN DR	S049006	
2110325010	7154 CALVIN DR	S049006	
2110325011	7160 CALVIN DR	S049006	
2110331003	0 CALVIN DR	S047030	
2110344011	7308 BROCADE DR	S054024	
2110364001	7314 BROCADE DR	S058017	
2110364005	7344 COTILLION WY	S058017	
2110364006	7350 COTILLION WY	S058017	
2110366004	7224 CANDLELIGHT WY	S058017	

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Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET	SUB. No.	Alt. SUB. No.
2110366005	7218	CANDLELIGHT WY	S058017	
2110372005	7235	CARRIAGE DR	S058017	
2110375010	7306	TARTANILLA CIR	S058017	
2110385001	6800	COBALT WY	S062026	
2110387002	6812	KITTERY AV	S062026	
2110391001	7743	SPRING VALLEY AV	S063028	
2110392003	6600	RINCONADA DR	S063028	
2110392006	7761	APTOS CIR	S063028	
2110392011	7741	APTOS CIR	S063028	
2110392012	7737	APTOS CIR	S063028	
2110401011	7505	ALMONDWOOD AV	S064007	
2110402006	6937	STEM CT	S064007	
2110403003	7504	ALMONDWOOD AV	S064007	
2110424005	6717	PACHECO WY	S068019	
2110427012	6609	PACHECO WY	P022041	S077036
2110427013	6605	PACHECO WY	P022041	S077036
2110433001	7049	MARIPOSA AV	S012015	S070016
2110433008	7651	PRINCE ST	S012015	S039004
2110433009	7647	PRINCE ST	S012015	S039004
2110433010	7643	PRINCE ST	S012015	S039004
2110433025	7654	GLENACRE WY	S012015	S070016
2110433031	7678	GLENACRE WY	S012015	S070016
2110433037	7651	GLENACRE WY	S012015	S070016
2110433038	0	GLENACRE WY	S012015	S070016
2110433054	7025	CHAROLAIS WY	S012015	S188006
2110433055	7017	CHAROLAIS WY	S012015	S188006
2110433056	7009	CHAROLAIS WY	S012015	S188006
2110441003	7129	CIRCLET WY	S070017	
2110441010	7128	VAN MAREN LN	S070017	
2110442003	7124	CIRCLET WY	S070017	
2110442004	7128	CIRCLET WY	S070017	
2110442011	7109	ANSLEY CT	S070017	
2110444007	6825	CANDELABRA DR	S070017	
2110446005	7113	CARANA WY	S070017	
2110446014	7204	COBALT WY	S070017	
2110452012	7236	GRENOLA WY	S070017	
2110452021	7322	DOVELA CT	S070017	
2110453002	7232	COBALT WY	S070017	
2110453014	7137	CARANA WY	S070017	
2110454010	7325	PEONY CT	S070017	
2110454020	7227	KERSTEN ST	S070017	
2110455004	7228	KERSTEN ST	S070017	
2110455013	7205	GRENOLA WY	S070017	
2110462001	7100	FRESNO CT	S070017	
2110462011	7132	BARANGA DR	S070017	
2110471002	7409	PENNINGTON WY	S012043	S072027

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Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET	SUB. No.	Alt. SUB. No.
2110471003	7405	PENNINGTON WY	S012043	S072027
2110471004	7401	PENNINGTON WY	S012043	S072027
2110480003	7329	MARIPOSA AV	S012015	
2110480019	7661	OLD AUBURN RD	S012015	
2110480020	7655	OLD AUBURN RD	S012015	
2110490008	7564	MAPLE AV	S012015	
2110490026	7234	AUBURN BL	S012015	
2110490036	7599	OLD AUBURN RD	O032012	S012015
2110490037	7216	OLD AUBURN RD	O033029	S012015
2110490049	7250	AUBURN BL	P078006	S012015
2110501013	6712	TAREYTON WY	S083019	
2110510037	6840	COVENTRY DR	S091028	
2110510038	6836	COVENTRY DR	S091028	
2110520034	6716	WINLOCK AV	S091029	
2110520035	6712	WINLOCK AV	S091029	
2110532009	7033	WESTCHESTER WY	S094012	
2110532012	6922	CASSINI WY	S094012	
2110541021	7016	WESTCHESTER WY	S094012	
2110547008	6801	PIPPIN WY	S094012	
2110547009	6800	PIPPIN WY	S094012	
2110547010	6804	PIPPIN WY	S094012	
2110547019	6801	CIRO CT	S094012	
2110547020	6800	CIRO CT	S094012	
2110547021	6804	CIRO CT	S094012	
2110547028	6901	SAN TOMAS DR	S094012	
2110550019	7077	LYNNETREE WY	S012043	S096026
2110550020	7081	LYNNETREE WY	S012043	S096026
2110560023	6609	WILLOWLEAF DR	O029037	S097003
2110570055	6524	MISTY CREEK DR	O029037	S099023
2110581003	6609	VERHOVEN CT	S097014	
2110581004	6613	VERHOVEN CT	S097014	
2110581018	7701	MUIRWOOD WY	S097014	
2110583006	7821	MUIRWOOD WY	S097014	
2110583007	7825	MUIRWOOD WY	S097014	
2110583015	7868	BEAUPRE WY	S097014	
2110583026	7824	BEAUPRE WY	S097014	
2110583027	7820	BEAUPRE WY	S097014	
2110583038	7741	LIALANA WY	S097014	
2110590025	7218	SPRINGLEAF CT	O029037	S099023
2110590039	0	NAVION DR	O029037	S099023
2110590040	0	NAVION DR	O029037	S099023
2110590043	6309	TANBARK CT	O029037	S099023
2110600014	6450	HILLSPIRE CT	O029037	S105001
2110600019	0	STARFLOWER DR	O029037	S105001
2110610008	7024	SUNBURST WY	O029037	S105001
2110610031	7033	SUNBURST WY	O029037	S105001

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Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET	SUB. No.	Alt. SUB. No.
2110610035	7036	PEBBLEBROOK WY	O029037	S105001
2110620016	7436	GALLANT CIR	S105011	
2110620024	7516	GALLANT CIR	S105011	
2110620028	7532	GALLANT CIR	S105011	
2110620045	7533	GALLANT CIR	S105011	
2110620050	7437	GALLANT CIR	S105011	
2110630018	7380	CANDLELIGHT WY	S110017	
2110630029	7368	BROCADE DR	S110017	
2110630030	7369	BROCADE DR	S110017	
2110640005	7825	POMEROY WY	S012043	S111008
2110640006	7821	POMEROY WY	S012043	S111008
2110640013	7800	POMEROY WY	S012043	S111008
2110640055	7884	SUNRISE TERRACE	P071005	S231002
2110640057	7876	SUNRISE TERRACE	P071005	S231002
2110652006	6916	SUNBURST WY	O029037	S112019
2110660018	6201	SUNMIST WY	O029037	S116002
2110670032	7210	GEOWOOD WY	S012043	S117005
2110670041	7122	BONITA WY	S012043	S119016
2110670042	7123	LYNNETREE WY	S012043	S119016
2110670067	7863	CASA BELLA WY	P040032	S122026
2110670068	7859	CASA BELLA WY	P040032	S122026
2110670069	7855	CASA BELLA WY	P040032	S122026
2110684018	6544	CREEKMONT WY	O029037	S121004
2110690001	7831	MEADOWRIVER WY	P040032	S129025
2110690002	7837	MEADOWRIVER WY	P040032	S129025
2110690003	7843	MEADOWRIVER WY	P040032	S129025
2110700022	5932	RUNNING WATER CT	S130013	
2110700027	6712	PANORAMA DR	S137020	
2110700029	6707	PANORAMA DR	S137020	
2110700035	0		S142001	
2110700043	6631	FLAMING ARROW DR	S142001	
2110700049	6655	FLAMING ARROW DR	S142001	
2110700050	6663	FLAMING ARROW DR	S142001	
2110700058	6569	SHADOW HAWK DR	S142001	
2110700061	0	FLAMING ARROW DR	S142001	
2110700062	6628	FLAMING ARROW DR	S142001	
2110700077	5946	LITTLE SQUAW CT	S142001	
2110700078	5950	LITTLE SQUAW CT	S142001	
2110700079	5951	LITTLE SQUAW CT	S142001	
2110700080	5947	LITTLE SQUAW CT	S142001	
2110700093	6020	REDSKIN CT	S142001	
2110700094	6024	REDSKIN CT	S142001	
2110710017	6448	LITTLE RIVER CT	S130013	
2110710020	6430	LITTLE RIVER CT	S130013	
2110710024	6435	LITTLE RIVER CT	S130013	
2110710048	0	TALL TREE CIR	S130013	

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Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET	SUB. No.	Alt. SUB. No.
2110720009	6019	BROKEN ARROW CT	S130013	
2110720014	5945	LITTLE ARROW CT	S130013	
2110720024	6433	PRETTY GIRL CT	S130013	
2110720025	6429	PRETTY GIRL CT	S130013	
2110720034	6525	SHADOW HAWK DR	S130013	
2110720037	6528	FAST WATER CT	S130013	
2110720038	6529	FAST WATER CT	S130013	
2110720040	5936	CLAY BASKET DR	S130013	
2110720052	6011	CLAY BASKET DR	S130013	
2110730007	6829	BLOWING WIND WY	S142001	
2110730021	6036	TALL BRAVE CT	S142001	
2110730022	6030	TALL BRAVE CT	S142001	
2110730023	6024	TALL BRAVE CT	S142001	
2110730024	6018	TALL BRAVE CT	S142001	
2110730025	6014	TALL BRAVE CT	S142001	
2110730026	6010	TALL BRAVE CT	S142001	
2110730027	6011	TALL BRAVE CT	S142001	
2110730032	6719	FLAMING ARROW DR	S142001	
2110730033	6725	FLAMING ARROW DR	S142001	
2110730034	6731	FLAMING ARROW DR	S142001	
2110730035	6737	FLAMING ARROW DR	S142001	
2110730040	6726	INDIAN RIVER DR	S142001	
2110730042	6716	INDIAN RIVER DR	S142001	
2110730043	6712	INDIAN RIVER DR	S142001	
2110730054	5916	WALKING STICK CT	S142001	
2110730055	5900	WALKING STICK CT	S142001	
2110730056	5901	WALKING STICK CT	S142001	
2110740001	0	FLAMING ARROW DR	S142001	
2110740002	6827	HIGH SUN CT	S142001	
2110740014	6841	BLOWING WIND WY	S142001	
2110740015	6835	BLOWING WIND WY	S142001	
2110750001	6595	PACHECO WY	P052012	S143022
2110750002	6591	PACHECO WY	P052012	S143022
2110750003	6587	PACHECO WY	P052012	S143022
2110760001	7151	KAREN RAE CT	S012015	S157005
2110760004	7139	KAREN RAE CT	S012015	S157005
2110760011	7623	WES WY	P057033	S157005
2110760016	7610	WES WY	S014056	S157005
2110760018	7618	WES WY	S014056	S157005
2110760029	7609	ANNE MARIE CT	S014056	S157005
2110760030	7605	ANNE MARIE CT	S014056	S157005
2110760031	7601	ANNE MARIE CT	S014056	S157005
2110760043	7046	CHAROLAIS WY	S012015	S157005
2110760044	7050	CHAROLAIS WY	S012015	S157005
2110770014	7801	COPPER OAK CT	P085025	S164014
2110770017	7808	COPPER OAK CT	S019049	S164014

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Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET	SUB. No.	Alt. SUB. No.
2110770018	7812	COPPER OAK CT	S019049	S164014
2110770025	7825	COPPER FOX CT	S019049	S164014
2110770028	7824	COPPER FOX CT	P085026	S164014
2110770063	7804	JANA MARIE CT	S019049	S217018
2110780009	7149	MARETHA ST	S012043	S168014
2110790003	7240	LINDA VISTA DR	S012015	S183008
2110790004	7236	LINDA VISTA DR	S012015	S183008
2110790005	7232	LINDA VISTA DR	S012015	S183008
2110790006	7228	LINDA VISTA DR	S012015	S183008
2110790007	7224	LINDA VISTA DR	S012015	S183008
2110790008	7220	LINDA VISTA DR	S012015	S183008
2110790009	7216	LINDA VISTA DR	S012015	S183008
2110790015	7630	RENAISSANCE CT	S012015	S183008
2110790018	7219	LINDA VISTA DR	S012015	S183008
2110800001	6968	ROSA VISTA AV	S019049	S183019
2110800006	7761	COUNTRY COVE CT	S019049	S183019
2110800008	7760	COUNTRY COVE CT	S019049	S183019
2110800019	6903	MARIPOSA COVE CT	S019049	S183019
2110800021	6911	MARIPOSA COVE CT	S019049	S183019
2110810010	7536	SYLVAN CREEK CT	S192015	
2110810011	7540	SYLVAN CREEK CT	S192015	
2110810012	7544	SYLVAN CREEK CT	S192015	
2110810013	7548	SYLVAN CREEK CT	S192015	
2110810014	7558	SYLVAN CREEK CT	S192015	
2110810015	7562	SYLVAN CREEK CT	S192015	
2110810028	7565	SYLVAN CREEK CT	S192015	
2110810029	7569	SYLVAN CREEK CT	S192015	
2110810035	7539	SYLVAN CREEK CT	S192015	
2110810036	7509	SYLVAN CREEK CT	S192015	
2110810037	7501	SYLVAN CREEK CT	S192015	
2110820016	7058	WONNER WY	S195010	
2110820030	7105	TREETOP CT	S195010	
2110820068	6640	OAK BRANCH CT	S195010	
2110820082	0	BRIDGEMONT WY	S195010	
2110820083	0	TWIN PARK DR	S195010	
2110820084	0	TWIN PARK DR	S195010	
2110820085	6620	OAK BRANCH CT	S195010	
2110830087	6600	TRAILRIDE WY	P151003	S254011
2110830088	6552	TRAILRIDE WY	P151003	S254011
2110830121	0	VAN MAREN LN	P151003	S254011
2110840092	6548	TRAILRIDE WY	P151003	S264014
2110840105	0	OAKS LAKES LN	P151003	S264014
2110850023	7573	SYLVAN VALLEY WY	S270007	
2110850036	7512	SYLVAN VALLEY WY	S270007	
2110850037	7508	SYLVAN VALLEY WY	S270007	
2110850042	7570	SYLVAN VALLEY WY	S270007	

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Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET	SUB. No.	Alt. SUB. No.
2110860018	7612	SYLVAN VALLEY WY	S014056	S270007
2110860025	7601	SYLVAN VALLEY WY	S014056	S270007
2110860026	7600	SYLVAN VALLEY WY	S014056	S270007
2110860027	7602	COMMUNITY DR	S014056	S270007
2110870006	0	AUBURN BL	P093019	S317002
2110880010	7424	HESPERA WY	P093019	S325008
2110880012	7432	HESPERA WY	P093019	S325008
2160011008	0	ROBIE WY	S012042	
2160011009	8437	ROBIE WY	S012042	
2160012016	7755	TWIN OAKS AV	P032026	S012042
2160012027	7763	TWIN OAKS AV	P032026	S012042
2160021010	7821	TWIN OAKS AV	P033047	S012042
2160022008	7841	TWIN OAKS AV	S012042	
2160022009	7845	TWIN OAKS AV	S012042	
2160022030	7853	TWIN OAKS AV	P016043	S012042
2160022031	7859	TWIN OAKS AV	P016043	S012042
2160060001	8349	PATTON AV	S012042	
2160060008	8253	PATTON AV	S012042	
2160060009	8247	PATTON AV	S012042	
2160060010	8241	PATTON AV	S012042	
2160060014	8229	PATTON AV	S012042	
2160060024	8225	PATTON AV	S012042	
2160060027	7756	TWIN OAKS AV	P042019	S012042
2160070015	7820	TWIN OAKS AV	S012042	
2160070018	7800	TWIN OAKS AV	S012042	
2160070021	8240	PATTON AV	S012042	
2160070024	8210	PATTON AV	S012042	
2160070026	8200	PATTON AV	S012042	
2160080003	8239	SUNRISE BL	S017025	
2160090008	8324	SUNRISE BL	S012042	
2160100015	8349	GARINO LN	S012042	
2160100022	8324	GARINO LN	O037016	S012042
2160120003	8316	CHARLOTTE AV	S012042	
2160120004	8312	CHARLOTTE AV	S012042	
2160120016	8044	KEESEE WY	S012042	S163005
2160120027	8070	GARRYANNA DR	S012042	S163005
2160120041	8230	PEREGRINE WY	S012042	S163005
2160120060	8055	KEESEE WY	P024036	S184003
2160120062	8306	ZEPHYR CREEK CT	P024036	S184003
2160131001	8152	MARIPOSA AV	S017025	S025020
2160131002	7701	GLENN AV	S017025	S025020
2160132011	7752	GLENN AV	S017025	S025020
2160132012	7760	GLENN AV	S017025	S025020
2160132013	7764	GLENN AV	S017025	S025020
2160132015	7780	GLENN AV	S017025	S025020
2160132016	7790	GLENN AV	S017025	S025020

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Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER STREET	SUB. No.	Alt. SUB. No.
2160141002	8040 MARIPOSA AV	S017025	S025020
2160141013	7775 LOLETA AV	S017025	S025020
2160141023	8050 MARIPOSA AV	S017025	S025020
2160142001	8020 MARIPOSA AV	S017025	S025020
2160142017	7778 LOLETA AV	O057013	S025020
2160150009	8000 PATTON AV	S017025	
2160150037	8123 SUNRISE BL	P069028	S161012
2160161008	7878 DRACENA DR	S017025	S039025
2160162005	8217 CATALPA DR	S017025	S039025
2160163001	8224 CATALPA DR	S017025	S039025
2160163002	8220 CATALPA DR	S017025	S039025
2160163003	8216 CATALPA DR	S017025	S039025
2160163004	8212 CATALPA DR	S017025	S039025
2160163005	8208 CATALPA DR	S017025	S039025
2160163006	8200 CATALPA DR	S017025	S039025
2160163011	7879 DRACENA DR	S017025	S039025
2160163020	8235 EVA RETTA CT	S017025	S064037
2160171010	7907 STANFORD AV	S022042	
2160181001	7904 STANFORD AV	S022042	
2160181003	7920 STANFORD AV	S042025	
2160181017	8048 SUNRISE BL	S022042	
2160181018	7908 STANFORD AV	S042025	
2160181019	7914 STANFORD AV	S042025	
2160194001	8116 GLEN CREEK WY	S072013	
2160195004	8024 GLEN VALLEY CIR	S072013	
2160195005	8028 GLEN VALLEY CIR	S072013	
2160195008	8040 GLEN VALLEY CIR	S072013	
2160195020	8136 GLEN TREE DR	S072013	
2160195027	8121 GLEN CREEK WY	S072013	
2160202001	7948 GLEN STONE AV	S071009	
2160206001	7916 GLEN TREE DR	S071009	
2160206002	8004 GLEN PARK AV	S071009	
2160206003	8008 GLEN PARK AV	S071009	
2160206004	8012 GLEN PARK AV	S071009	
2160231009	7911 GLEN FIELD CT	S069012	
2160241004	7919 WONDER ST	S042025	
2160241005	7915 WONDER ST	S042025	
2160242015	7944 GLEN STONE AV	P087024	S165015
2160242018	7918 GLEN STONE AV	P087024	S165015
2160253015	7920 CHARLENE WY	S042025	
2160253022	7926 HANSON AV	S042025	
2160253023	7961 CHARLENE WY	S042025	
2160253024	7955 CHARLENE WY	S042025	
2160253025	7951 CHARLENE WY	S042025	
2160253026	7947 CHARLENE WY	S042025	
2160253028	7921 CHARLENE WY	S042025	

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Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER STREET	SUB. No.	Alt. SUB. No.
2160270031	7841 SUNRISE BL	S017025	
2160270045	7831 EDWARDS OAK CT	S017025	S186011
2160270053	7807 SUNRISE BL	S017025	
2160270055	7815 SUNRISE BL	S017025	
2160291028	7860 MARIPOSA AV	S017025	
2160292018	7767 WATSON WY	S017025	
2160300003	8017 GLEN ALTA WY	S110019	
2160300004	8025 GLEN ALTA WY	S110019	
2160300005	8033 GLEN ALTA WY	S110019	
2160300006	8037 GLEN ALTA WY	S110019	
2160300007	8041 GLEN ALTA WY	S110019	
2160300008	8045 GLEN ALTA WY	S110019	
2160300010	8053 GLEN ALTA WY	S110019	
2160300020	8012 GLEN ALTA WY	S110019	
2160310038	8088 DEBBIE ANN CT	S114011	
2160310039	8092 DEBBIE ANN CT	S114011	
2160310041	8097 DEBBIE ANN CT	S114011	
2160310061	8033 GLEN PARK AV	S114011	
2160310080	8140 GLEN ALTA WY	P093010	S114011
2160320001	8142 PATTON AV	S017025	S125003
2160320002	8166 PATTON AV	S017025	S125003
2160320008	7842 DRACENA DR	S017025	S125003
2160320009	7838 DRACENA DR	S017025	S125003
2160320013	8120 PATTON AV	S017025	S191012
2200032012	5903 IMPERIAL WY	P003013	
2240011019	7753 RENO LN	S012015	
2240012011	7745 ANTELOPE RD	S012015	
2240012019	7764 RENO LN	S012015	
2240012042	7700 MARIPOSA AV	S012015	
2240020040	7840 WATSON WY	P071028	S012041
2240030008	7711 SUNRISE BL	S012041	
2240030043	7625 SUNRISE BL	P028032	S012041
2240030044	0 SUNRISE BL	P028032	S012041
2240030045	7625 SUNRISE BL	P028032	S012041
2240030046	7649 SUNRISE BL	P028032	S012041
2240030047	7621 SUNRISE BL	P028032	S012041
2240030049	3300 ANTELOPE RD	P155018	S012041
2240030050	7787 SUNRISE BL	P155018	S012041
2240051017	7909 OLD AUBURN RD	S019044	
2240051021	7644 SUNRISE BL	S019044	
2240051029	7796 SUNRISE BL	S019044	
2240051033	7700 SUNRISE BL	P081013	S019044
2240051039	7700 SUNRISE BL	P081013	S019044
2240051045	7640 SUNRISE BL	S019044	
2240061001	7620 MARIPOSA AV	S012015	S032031
2240061029	7750 ANTELOPE RD	P045010	S012015

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APN	NUMBER	STREET	SUB. No.	Alt. SUB. No.
2240062001	7700	SYCAMORE DR	S012015	S032031
2240071044	7759	OLD AUBURN RD	P098028	S012015
2240071045	7601	SUNRISE BL	P036040	S012041
2240072001	7772	OLD AUBURN RD	S012043	
2240081002	7436	MARIPOSA AV	S012015	S024023
2240082001	7424	MARIPOSA AV	S012015	S024023
2240082008	7328	MARIPOSA AV	S012015	S024023
2240100002	7508	SUNRISE BL	S019044	
2240100016	7915	OAK AV	S019044	
2240100021	7484	SUNRISE BL	O028009	S019044
2240110017	7508	CANADY LN	S017009	
2240110018	7520	CANADY LN	S017009	
2240120007	7506	MINNESOTA DR	S017009	
2240120016	0		S017009	
2240120028	0	ANDERSON LN	P171021	S017009
2240132002	7404	SAINT PHILOMENA	S070008	
2240133022	7449	MINNESOTA DR	S017009	
2240133023	7517	MINNESOTA DR	S017009	
2240133025	7541	MINNESOTA DR	S017009	
2240133032	13721	FAIR OAKS BL	P122014	S017009
2240134012	7413	SAINT PHILOMENA	S070008	
2240152021	8184	TALBOT WY	S138022	
2240152025	8168	TALBOT WY	S138022	
2240152034	8155	WACHTEL WY	P178020	
2240153008	8454	SILVER ROCK CT	S138022	
2240153009	8458	SILVER ROCK CT	S138022	
2240162031	0		S122012	
2240171002	7811	FELDSPAR CT	S056032	
2240171005	7810	FELDSPAR CT	S056032	
2240172004	8469	OLIVINE AV	S056032	
2240172008	7818	GALENA WY	S056032	
2240190032	0	OAK AV		S188003
2240190036	0		O035027	S164020
2240190041	0	CREEKRIDGE LN		S188003
2240190042	8221	OAK AV	P157012	
2240300010	8264	OLIVINE AV	S094006	
2240300014	8232	OLIVINE AV	S094006	
2240311004	7834	WOODDALE WY	S094025	
2240311028	7937	DAFFODIL WY	P026045	S117016
2240311031	7925	DAFFODIL WY	P026045	S117016
2240311040	7912	DAFFODIL WY	P026045	S117016
2240311041	7916	DAFFODIL WY	P026045	S117016
2240311047	7942	DAFFODIL WY	P026045	S117016
2240313005	7745	WOODDALE WY	S094025	
2240313014	7738	SMOLEY WY	S094025	
2240314009	8186	RUNYON CT	S094025	

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Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER STREET	SUB. No.	Alt. SUB. No.
2240314016	8187 DAVINDA CT	S094025	
2240314017	8182 DAVINDA CT	S094025	
2240320004	8286 HOLLY OAK ST	S095012	
2240320005	8281 HOLLY OAK ST	S095012	
2240320011	8271 SCARLET OAK CIR	S095012	
2240320012	8267 SCARLET OAK CIR	S095012	
2240320044	8279 TWIN OAKS AV	S095012	
2240320064	8223 SCARLET OAK CIR	S095012	
2240330026	8228 BLUE OAK WY	S097026	
2240330039	8265 CANYON OAK DR	S097026	
2240330053	8268 CANYON OAK DR	S097026	
2240330070	8272 CANYON OAK DR	S095012	S097026
2240340026	8213 COAST OAK WY	S097026	
2240340034	8208 MOSS OAK AV	S097026	
2240340049	8311 CRESTMONT AV	S097026	
2240340053	8200 TWIN OAKS AV	S097026	
2240350027	8163 LOBATA ST	S099009	
2240350038	8129 ENGLISH OAK WY	S099009	
2240350053	8126 HOLM OAK WY	S099009	
2240350054	8130 HOLM OAK WY	S099009	
2240350055	8136 HOLM OAK WY	S099009	
2240350067	8324 GARRY OAK DR	S099009	
2240360005	8121 HOLM OAK WY	S099009	
2240360013	8415 GARRY OAK DR	S099009	
2240360017	8144 TWIN OAKS AV	S099009	
2240360018	8152 TWIN OAKS AV	S099009	
2240360019	8160 TWIN OAKS AV	S099009	
2240370010	7724 ZIEBELL CT	S18	
2240370025	7725 ZIEBELL CT	S18	
2240370032	8100 VILLA OAK DR	S18	
2240370039	7629 MCCONNEL DR	S18	
2240370058	0 VILLA OAK DR	S18	
2240380031	7708 TEATER CT	S18	
2240380032	7712 TEATER CT	S18	
2240380035	7705 TEATER CT	S18	
2240380052	8168 VILLA OAK DR	S18	
2240380053	8172 VILLA OAK DR	S18	
2240380054	8176 VILLA OAK DR	S18	
2240380057	8188 VILLA OAK DR	S18	
2240380069	8157 LIN OAK WY	S18	
2240380070	8153 LIN OAK WY	S18	
2240380071	8149 LIN OAK WY	S18	
2240380072	8145 LIN OAK WY	S18	
2240380073	8141 LIN OAK WY	S18	
2240400016	8004 GARRY OAK DR	S103009	
2240400038	7960 SYLVAN OAK WY	S103009	

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Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET	SUB. No.	Alt. SUB. No.
2240411024	8421	ARCARO CT		S114006
2240411025	8420	ARCARO CT		S114006
2240420004	8224	GARRY OAK DR	S104017	
2240420024	8158	CANYON OAK DR	S104017	
2240420038	8228	CANYON OAK DR	S104017	
2240420053	8175	CANYON OAK DR	S104017	
2240420065	8116	LOBATA ST	S104017	
2240420077	8129	LOBATA ST	S104017	
2240420079	8125	LOBATA ST	S104017	
2240420084	8207	GARRY OAK DR	S104017	
2240420085	8213	GARRY OAK DR	S104017	
2240430006	8134	CANYON OAK DR	S104017	
2240430007	8130	CANYON OAK DR	S104017	
2240430016	8196	HOLLY OAK ST	S104017	
2240430027	8129	CANYON OAK DR	S104017	
2240430028	8133	CANYON OAK DR	S104017	
2240430044	7926	CORAL OAK WY	S104017	
2240430063	7961	CORAL OAK WY	S104017	
2240430064	7965	CORAL OAK WY	S104017	
2240430074	8007	GARRY OAK DR	S104017	
2240440041	8304	VILLA OAK DR	S112001	S123010
2240440042	8308	VILLA OAK DR	S112001	S123010
2240440043	8314	VILLA OAK DR	S112001	S123010
2240440044	8320	VILLA OAK DR	S112001	S123010
2240440045	8302	VILLA OAK DR	S112001	S123010
2240450001	8401	OLIVINE AV	S104031	
2240450017	7756	CLAYPOOL WY	S112001	
2240461010	8125	MESA OAK WY	S112004	
2240462011	8218	MAJESTIC OAK WY	S112004	
2240462016	8225	HOLLY OAK ST	S112004	
2240464012	8100	MESA OAK WY	S112004	
2240464026	8223	MAJESTIC OAK WY	S112004	
2240464033	8232	ALBA CT	S112004	
2240464034	8228	ALBA CT	S112004	
2240464042	8201	ALBA CT	S112004	
2240465004	8057	MESA OAK WY	S112004	
2240465009	8037	MESA OAK WY	S112004	
2240470039	8137	GLEN CANYON CT	S112015	
2240470040	8133	GLEN CANYON CT	S112015	
2240470048	8101	GLEN CANYON CT	S112015	
2240480002	8337	CANYON OAK DR	S112015	
2240480012	8224	CRIPPLE OAK CT	S112015	
2240480018	8248	CRIPPLE OAK CT	P044016	S112015
2240480027	8217	CRIPPLE OAK CT	S112015	
2240480032	0	CRIPPLE OAK CT	S112015	
2240490001	0	EDGECLIFF CT	S117013	

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Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET	SUB. No.	Alt. SUB. No.
2240490008	8323	NEWBRIDGE WY	S117013	
2240490010	8341	NEWBRIDGE WY	S117013	
2240510015	8131	ROBERT CREEK CT	P001028	S118001
2240510016	8330	ALLENE CREEK CT	P001028	S118001
2240510020	8339	ALLENE CREEK CT	P001028	S118001
2240510025	8144	ORELLE CREEK CT	P001028	S118001
2240510036	8111	ORELLE CREEK CT	P001028	S118001
2240510037	8375	OLD AUBURN RD	P001028	S118001
2240520008	8157	BONNIE OAK WY	S117003	
2240520013	8138	BONNIE OAK WY	S117003	
2240530012	8426	ORIAL OAK CT	O033040	S147018
2240571016	7838	CLAYPOOL WY	S122012	
2240573017	8364	BERMAN WALK WY	S122012	
2240573018	8368	BERMAN WALK WY	S122012	
2240573026	7841	CLAYPOOL WY	S122012	
2240600023	7530	SAGINAW WY	S019044	S127002
2240620001	0	WACHTEL WY	O028013	S131004
2240620008	8432	PITALO WY	O028013	S131004
2240620009	8428	PITALO WY	O028013	S131004
2240620016	8400	CRUTCHFIELD CT	S131004	
2240620028	8401	ZIEGLER CT	S131004	
2240620029	8405	ZIEGLER CT	S131004	
2240620030	8409	ZIEGLER CT	S131004	
2240620031	8413	ZIEGLER CT	S131004	
2240620032	8417	ZIEGLER CT	O028013	S131004
2240620033	8421	ZIEGLER CT	O028013	S131004
2240620043	8446	LA BOUNTY CT	O028013	S131004
2240620071	7925	TALBOT WY	O028013	S131004
2240620080	7910	TALBOT WY	O028013	S131004
2240630001	8455	PONTICELLI WY	O028013	S131004
2240630006	8105	TALBOT WY	O028013	S131004
2240630015	8021	AVALOS WY	O028013	S131004
2240630056	8456	PONTICELLI WY	O028013	S131004
2240640026	0	TIARA WY	S012043	S133002
2240700001	8084	OLD AUBURN RD	P059038	S017009
2240700035	7724	WOODCHUCK WY	P059038	S141035
2240780011	8118	PHOEBE WY	P026047	S149017
2240780030	8405	THETHYS WY	P026047	S149017
2240780059	8429	WEDDELL CT	P026047	S149017
2240810032	0	CREEKRIDGE LN		S188003
2240820036	0	CREEKRIDGE LN	O036028	S188003
2240830006	7916	CLAYPOOL WY	P066025	S155017
2240830007	7920	CLAYPOOL WY	P066025	S155017
2240830014	7958	CLAYPOOL WY	P066025	S155017
2240830015	7962	CLAYPOOL WY	P066025	S155017
2240830016	7966	CLAYPOOL WY	P066025	S155017

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Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET	SUB. No.	Alt. SUB. No.
2240830024	7827	DAFFODIL WY	P066025	S155017
2240830025	7820	DAFFODIL WY	P066025	S155017
2240830032	7943	CLAYPOOL WY	P066025	S155017
2240830033	7939	CLAYPOOL WY	P066025	S155017
2240830035	7840	WETZEL CT	P066025	S155017
2240830039	7825	SUN TERRACE WY	P066025	S155017
2240830041	7817	SUN TERRACE WY	P066025	S155017
2240830042	7813	SUN TERRACE WY	P066025	S155017
2240830043	7809	SUN TERRACE WY	P066025	S155017
2240840005	7723	WINTERGREEN DR	P066025	S160007
2240840013	8239	VILLA OAK DR	P066025	S160007
2240840020	7728	SUN TERRACE WY	P066025	S160007
2240840028	8221	TERRALAND CT	P066025	S160007
2240840049	8201	SUNLAND CT	P066025	S160007
2240840050	8200	SUNLAND CT	P066025	S160007
2240840063	8205	GREENLAND CT	P066025	S160007
2240850059	0	RED RYDER LN	O035027	S209006
2240860025	7643	BROOKOVER CT	S017009	S213003
2240870027	7717	MCCONNEL DR	S176021	
2240870028	7721	MCCONNEL DR	S176021	
2240870029	7725	MCCONNEL DR	S176021	
2240870030	7729	MCCONNEL DR	S176021	
2240870031	7733	MCCONNEL DR	S176021	
2240870032	7737	MCCONNEL DR	S176021	
2240870033	7801	AUBURN WIND CT	S176021	
2240870036	7813	AUBURN WIND CT	S176021	
2240870048	7728	AUBURN WOODS DR	S176021	
2240870049	7724	AUBURN WOODS	S176021	
2240880023	7458	SAGINAW WY	S019044	S182007
2240880024	7462	SAGINAW WY	S019044	S182007
2240880029	7482	SAGINAW WY	S019044	S182007
2240880030	7486	SAGINAW WY	S019044	S182007
2240880031	7490	SAGINAW WY	S019044	S182007
2240880032	7494	SAGINAW WY	S019044	S182007
2240880061	7940	JOSHUA CT	O028009	S182007
2240880070	7939	KYLE CT	O028009	S182007
2240880082	7405	FOX HILLS DR	P106027	S182007
2240880083	7401	FOX HILLS DR	P106027	S182007
2240890021	8360	FOXGLOVE CT	O036028	S188003
2240890040	8371	BUNCHBERRY CT	O036028	S188003
2240890095	0	OAK AV	O036028	S188003
2240900007	7445	WACHTEL WY	O036028	S188003
224090000]9	8840	DAY LILLIES LN	O036028	S188003
2240900020	8442	ASTER CT	O036028	S188003
2240900022	8420	ASTER CT	O036028	S188003
2240900023	0	OAK AV	O036028	S188003

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Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET	SUB. No.	Alt. SUB. No.
2240900024	0	ASTER CT	O036028	S188003
2240900028	8481	DAY LILLIES LN	O036028	S188003
2240910011	7771	COTTINGHAM WY	S012041	S217013
2240910023	7511	FESLER CT	S012041	S217013
2240910024	7519	FESLER CT	S012041	S217013
2240910030	7526	BUCKHAVEN WY	S012041	S217013
2240920017	7508	MARIPOSA AV	S012015	S217013
2240920021	0	WICKHAM DR	S012041	S217013
2240920026	0	WICKHAM DR	S012015	S217013
2240930004	8213	HERITAGE MEADOW	O035027	S220002
2240930005	8215	HERITAGE MEADOW	O035027	S220002
2240930024	7524	QUAIL VISTA LN	O035027	S220002
2240930028	8211	WILD TREE PL	O035027	S220002
2240930029	8213	WILD TREE PL	O035027	S220002
2240930038	0	HERITAGE MEADOW	O035027	S220002
2240950012	7530	PHEASANT WALK LN	O035027	S220002
2240960058	8015	AUBURN OAKS VILL	P026047	S229011
2240970011	8386	OAKWOOD HILLS CI	P129013	S242007
2240970014	8370	OAKWOOD HILLS CI	O053021	S242007
2240970027	8474	ACORN CREEK CT	O053021	S242007
2240970032	0	OLD AUBURN RD	P129013	S242007
2290010018	6411	MATHENY WY	P008038	
2290023023	6230	AUBURN BL	O031010	P008011
2290023031	6151	AUBURN BL	O030037	P030041
2290023032	6212	AUBURN BL	O030037	P030041
2290030043	0	AUBURN BL	P145009	
2290030046	0	VAN MAREN LN	P142014	S090002
2290030049	0	VAN MAREN LN	P142014	
2290043018	6011	SHADOW LN	S161010	
2290043019	6011	SHADOW LN	S161010	
2290043020	6011	SHADOW LN	S161010	
2290061015	6349	OAKCREEK WY	S050005	
2290061036	6300	GREENBACK LN	S047013	
2290084005	6642	DUNMORE AV	S052014	
2290090028	6754	CONNEMARA CIR	S118012	
2290100011	6801	SAN TOMAS DR	O028028	
2290100029	6943	GREENBACK LN	P014037	
2290100032	0	AUBURN BL	O028028	P020045
2290100033	0	CROSSWOODS CIR	O028028	S137001
2290100035	0	CROSSWOODS CIR	O028028	S137001
2290100036	0	CROSSWOODS CIR	O028028	S137001
2290100037	0	CROSSWOODS CIR	O028028	S137001
2290100040	0	CROSSWOODS CIR	O028028	S137001
2290111003	6601	GREENLEAF DR	S052009	
2290111025	6721	GREENLEAF DR	S052009	
2290111027	6025	ATOLL CT	S052009	

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Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER STREET	SUB. No.	Alt. SUB. No.
2290122006	6020 RIDGEVIEW CT	S050005	
2290122010	6325 WOODCREEK DR	S050005	
2290123003	6248 WOODCREEK DR	S050005	
2290123011	6324 WOODCREEK DR	S050005	
2290133018	6733 GREENBACK LN	S051030	
2290133023	6801 GREENBACK LN	S051030	S069006
2290145008	6447 AUBURN BL	S051002	
2290151012	0 WESTBROOK DR	S051002	
2290156011	6037 WESTBROOK DR	S051002	
2290201002	6663 MERCEDES AV	S057013	
2290201013	6831 MERCEDES AV	S057013	
2290203007	6806 MERCEDES AV	S057013	
2290203019	6811 SHALIMAR WY	S057013	
2290203020	6805 SHALIMAR WY	S057013	
2290212001	6018 PARKOAKS DR	S057008	
2290212005	6417 MEADOWCREEK WY	S057008	
2290221009	6348 PARKCREEK CIR	S057008	
2290232008	6942 GREENBACK LN	S058014	
2290232017	6975 GREENBROOK CIR	S059020	
2290243002	6939 GREENBROOK CIR	S059020	
2290243003	6935 GREENBROOK CIR	S059020	
2290243023	6912 BROOKHAVEN WY	S058014	
2290243024	6906 BROOKHAVEN WY	S059020	
2290243029	6844 BROOKHAVEN WY	S059020	
2290282003	6551 GREENCREEK WY	O007040	S059029
2290282008	6530 OAKCREEK WY	O007040	S059029
2290283006	6534 GREENCREEK WY	O007040	S059029
2290283025	0 DEWEY DR	O007040	S059029
2290283027	6551 MEADOWCREEK WY	O007040	S059029
2290293008	5811 OAKBROOK DR	S082014	
2290293009	5805 OAKBROOK DR	S082014	
2290293011	6401 CREEKCREST CIR	S087014	
2290314026	6929 BURNHAM DR	S086010	
2290314036	6919 BURNHAM DR	P004023	
2290315010	6952 BURNHAM DR	S086010	
2290315011	6948 BURNHAM DR	S086010	
2290315012	6944 BURNHAM DR	S086010	
2290315013	6940 BURNHAM DR	S086010	
2290315016	6928 BURNHAM DR	S086010	
2290323006	6444 OAKCREEK WY	O022033	S072031
2290323008	6500 OAKCREEK WY	O022033	S072031
2290324004	6503 OAKCREEK WY	S072031	
2290324009	6504 WOODHURST CT	S072031	
2290342006	5984 BROOKTREE DR	S073029	
2290342014	7028 BROOKCREST WY	S073029	
2290343001	5816 KEYNTEL ST	S073029	

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Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET	SUB. No.	Alt. SUB. No.
2290343002	5820	KEYNTEL ST	S073029	
2290351013	6995	BRAYTON AV	S073029	
2290354003	5808	KEYNTEL ST	S073029	
2290354004	5812	KEYNTEL ST	S073029	
2290361006	6449	WOODHILLS WY	S076016	
2290362007	6446	WOODHILLS WY	S076016	
2290362017	0	WOODHILLS WY	S078021	
2290362033	6433	MEADOWCREEK WY	S078021	
2290374001	6420	BREMEN DR 4	S083024	
2290374010	6431	GREENBACK LN 4	S083020	
2290375012	6529	GREENBACK LN 4	S083020	
2290375021	6520	BREMEN DR 4	S087019	
2290382004	6278	CAVAN DR 4	S083024	
2290382011	6240	CAVAN DR 4	S083024	
2290382021	6265	LONGFORD DR 4	S087019	
2290383007	6438	AUBURN BL 4 4	S083024	
2290383008	6281	CAVAN DR 4	S083024	
2290383009	6434	AUBURN BL 4 4	S083024	
2290383010	6277	CAVAN DR 4	S083024	
2290383011	6430	AUBURN BL 4 4	S083024	
2290383012	6273	CAVAN DR 4	S083024	
2290410028	0	WEXFORD CIR	S087018	
2290430030	0	AUBURN BL	S088022	
2290460014	0	VERA CRUZ CT	O028028	S088021
2290470001	0	VERA CRUZ CT	O028028	S088021
2290480021	6613	MEDALLION CT	S090002	
2290480047	6600	KRISTEN CT	S090002	
2290480056	0	CHAPEL VIEW LN	S090002	
2290480057	0	CHAPEL VIEW LN	S090002	
2290490019	0	CHAPEL VIEW LN	S090002	
2290510017	0	DONEGAL DR	S090003	
2290521004	6264	LONGFORD DR 3	S090013	
2290521005	6260	LONGFORD DR 1	S090013	
2290521022	6237	CARLOW DR 4	S090013	
2290522006	6236	CARLOW DR	S092020	S101004
2290522014	6200	CARLOW DR	S092020	S101004
2290522030	6229	LOUTH WY	S092020	S101004
2290523001	6558	DONEGAL DR	S092020	S101004
2290523002	6552	DONEGAL DR	S092020	S101004
2290523003	6546	DONEGAL DR	S092020	S101004
2290523004	6540	DONEGAL DR	S092020	S101004
2290523013	6526	LEITRIM CT	S092020	S101004
2290523014	6527	STEFFANO CT	S092020	S101004
2290523025	6527	BREMEN DR	S101004	
2290540029	0	CROSSWOODS CIR	O028028	S091002
2290550017	6311	BREMEN DR	S091027	

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Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET	SUB. No.	Alt. SUB. No.
2290550029	0	GREENBACK LN	S091027	
2290560016	0	BREMEN DR	S091027	
2290570013	0	SAN ANGELO CT	O028028	S092009
2290580014	0	MADREA CT	O028028	S092009
2290590022	0	MADREA CT	O028028	S092009
2290600003	6031	GREENBACK LN	O055034	P012014
2290600005	6085	AUBURN BL	P012014	
2290610016	0	CROSSWOODS CIR	O028028	S094019
2290610017	0	CROSSWOODS CIR	O028028	S094019
2290620029	0	CROSSWOODS CIR	O028028	S094019
2290630038	0	CROSSWOODS CIR	O028028	S094019
2290640003	6801	BIX AV	S095004	
2290640011	6137	HILLTREE AV	S095004	
2290640012	6133	HILLTREE AV	S095004	
2290640027	6128	TREMAIN DR	S095004	
2290640054	6808	WOODLOCK WY	S095004	
2290640060	6832	WOODLOCK WY	S095004	
2290650045	6741	GREENLEAF DR	S096029	
2290660001	0	CROSSWOODS CIR	O028028	S098013
2290660015	6484	CROSSWOODS CIR	O028028	S098013
2290660020	6474	CROSSWOODS CIR	O028028	S098013
2290670001	0	CROSSWOODS CIR	O028028	S103015
2290680001	0	NAVARRO CT	O028028	S103015
2290680015	6901	NAVARRO CT	O028028	S103015
2290680016	6900	NAVARRO CT	O028028	S103015
2290690013	6707	BIX AV	S108023	
2290690028	6033	CENTURION CIR	S108023	
2290690047	6045	CENTURION CIR	S108023	
2290710001	0	SAN TOMAS DR	O028028	S112017
2290710006	6839	SUSANNA CT	O028028	S112017
2290710013	6825	SUSANNA CT	O028028	S112017
2290720001	0	CROSSWOODS CIR	O028028	S112017
2290730002	0	CROSSWOODS CIR	O028028	S112017
2290740018	7036	AMBERWICK WY	S113015	
2290740023	7016	AMBERWICK WY	S113015	
2290740036	6944	AMBERWICK WY	S113015	
2290750017	7042	LA COSTA LN	O028028	S116003
2290750018	7040	LA COSTA LN	O028028	S116003
2290750025	7017	LA CUESTA LN	O028028	S116003
2290750029	0	LA COSTA LN	O028028	S116003
2290760003	7014	LA CUESTA LN	O028028	S116003
2290760004	7012	LA CUESTA LN	O028028	S116003
2290760018	7015	LA CUESTA LN	O028028	S116003
2290760019	0	CROSSWOODS CIR	O028028	S116003
2290770001	6955	CALETA LN	O028028	S116003
2290770018	0	CROSSWOODS CIR	O028028	S116003

EXHIBIT "A"

Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET	SUB. No.	Alt. SUB. No.
2290780004	6462	MATHENY WY	S117020	
2290790017	6525	CREEKHAVEN LN	O007040	S119011
2290790021	6550	GREENBACK LN	O007040	
2290800029	6200	TISHIMINGO CT	S125014	
2290800037	0	TISHIMINGO CT	S125014	
2290800038	0	HOLLY SPRING CT	S125014	
2290810018	0	ACKLAND CT	S125014	
2290820021	7064	SAN JACINTO CT	O028028	S137001
2290890014	7050	SAN ALTOS CIR	O028028	S137001
2290900065	0	CHARWOOD LN	S133015	
2290900066	0	CHARWOOD LN	S133015	
2290900067	0	CHARWOOD LN	S133015	
2290920005	0		O034021	S327004
2290920020	0	RAIN MEADOW LN	O034021	S143018
2290960008	6422	SHADOW HAWK DR	S169019	
2290960009	6418	SHADOW HAWK DR	S169019	
2290960020	6439	SHADOW HAWK DR	S169019	
2290960027	0	SHADOW HAWK DR	S169019	
2290960032	0	SHADOW HAWK DR	S169019	
2290970013	6678	GOLDENWOOD CIR		S181021
2290970023	6628	WOODENFIELD CT	S038041	S181021
2290970024	6624	WOODENFIELD CT	S038041	S181021
2290970027	6625	WOODENFIELD CT	S038041	S181021
2290970030	6626	GOLDENWOOD CIR	S038041	S181021
2320322016	5647	CHIPPING WY	S060030	
2320391008	7116	SPICER DR	S079030	
2320391009	7112	SPICER DR	S079030	
2320393005	7142	BROOKCREST WY	S079030	
2320393006	7136	BROOKCREST WY	S079030	
2320402001	5729	CHIPPING WY	S079030	
2320440011	7109	CHESLINE DR	S086009	
2320510015	5613	MONTE CORITA CIR	S089012	
2320510016	5609	MONTE CORITA CIR	S089012	
2320510030	5625	SPERRY DR	S098001	
2320510031	5621	SPERRY DR	S098001	
2320510032	5617	SPERRY DR	S098001	
2320510033	5613	SPERRY DR	S098001	
2320510044	5705	SPERRY DR	S098001	
2320510045	5701	SPERRY DR	S098001	
2320540044	5708	SAINT CLAIRE WAY	S094020	
2320540045	5712	SAINT CLAIRE WAY	S094020	
2330011001	5800	SAN JUAN AV	S010007	
2330011008	7443	WISCONSIN DR	S010007	
2330011009	7501	WISCONSIN DR	S010007	
2330021001	7505	WESTGATE DR	S010007	S044021
2330021002	7509	WESTGATE DR	S010007	S044021

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Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET	SUB. No.	Alt. SUB. No.
2330032012	7644	KENSINGTON DR	S010007	S042011
2330032019	7653	EASTGATE AV	S010007	S045006
2330032032	7601	EASTGATE AV	S010007	S045006
2330032033	5706	MARIPOSA AV	S010007	S045006
2330043007	8035	MADISON AV G	P020002	
2330043010	8071	MADISON AV	P088001	
2330044005	5420	SUNRISE BL	P040030	
2330044006	7920	ALTA SUNRISE DR	P040030	
2330044007	7910	ALTA SUNRISE DR	P040030	
2330044008	5414	SUNRISE BL	P040030	
2330051002	5801	SOUTHGROVE DR	S010007	S044021
2330052005	5718	SOUTHGROVE DR	S010007	S044021
2330052012	5719	SOUTHVIEW CT	S010007	S044021
2330054001	5725	SOUTHGROVE DR	S010007	S044021
2330054002	5715	SOUTHGROVE DR	S010007	S044021
2330054003	5707	SOUTHGROVE DR	S010007	S044021
2330060002	0	MARIPOSA AV	S010007	
2330070008	7601	NORTHEAST CIR	S010007	S093019
2330070009	7605	NORTHEAST CIR	S010007	S093019
2330070010	7609	NORTHEAST CIR	S010007	S093019
2330070040	7677	EASTGATE AV	S010007	S093019
2330070047	7717	UP CT	S010007	S093019
2330070060	7732	EASTGATE AV	S010007	S093019
2330070068	7659	NORTHEAST CIR	S010007	S093019
2330070076	0	NORTHEAST CIR	S010007	S093019
2330081014	7445	MADISON AV	P004012	S010007
2330081018	5448	SAN JUAN AV	P084018	S010007
2330081022	7401	MADISON AV	P004012	S010007
2330092001	5520	SAGITARIUS WY	S010007	S043024
2330101001	5432	MARIPOSA AV	S010007	S043024
2330101008	7605	CAPRICORN DR	S010007	S043024
2330101009	5412	MARIPOSA AV	S010007	S043024
2330101010	5416	MARIPOSA AV	S010007	S043024
2330101011	5420	MARIPOSA AV	S010007	S043024
2330101012	5424	MARIPOSA AV	S010007	S043024
2330101013	5428	MARIPOSA AV	S010007	S043024
2330103001	7600	CAPRICORN DR	S010007	S043024
2330103002	7604	CAPRICORN DR	S010007	S043024
2330103009	7632	CAPRICORN DR	S010007	S043024
2330123009	7751	MADISON AV	S045016	
2330123010	7743	MADISON AV	S045016	
2330123021	7736	UPLANDS WY	S045016	
2330124003	5418	PRIMROSE DR	S045016	
2330124004	5412	PRIMROSE DR	S045016	
2330161003	5533	KINGSWOOD DR	S055007	
2330161004	5525	KINGSWOOD DR	S055007	

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Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET	SUB. No.	Alt. SUB. No.
2330161005	7675	PLEIDES AV	S055007	
2330171003	5643	LONGWOOD WY	S055008	
2330243004	5440	HIGHVIEW LN	S010007	S067027
2330261028	7528	RANCH AV	S010007	
2330262016	7518	WELLS AV	S010007	
2330340020	0	KINGSWOOD DR	S092014	
2330340024	5622	SPYGLASS LN	S092014	
2330340029	5600	SPYGLASS LN	S092014	
2330350034	5673	SPYGLASS LN	S092014	
2330350035	5675	SPYGLASS LN	S092014	
2330360009	7916	ROCKY POINT CT	S092014	
2330360010	7918	ROCKY POINT CT	S092014	
2330360011	7920	ROCKY POINT CT	S092014	
2330360043	0	KINGSWOOD DR	S092014	
2330360045	7922	ROCKY POINT CT	S092014	
2330370006	5615	SEASCAPE CT	S092014	
2330370026	0	KINGSWOOD DR	S092014	
2330420013	5506	MIKE ARTHUR CT	S097017	
2330420015	5501	MIKE ARTHUR CT	S097017	
2330420022	5607	CELINE DR	S097017	
2330420044	5613	CELINE DR	P060001	S097017
2330420047	0	MIKE ARTHUR CT	P060001	S097017
2330420051	0	TREECREST AV		S097017
2330430009	5606	GITTA RIA CT	S097017	
2330430010	5612	GITTA RIA CT	S097017	
2330430011	5618	GITTA RIA CT	S097017	
2330430028	5650	CELINE DR	S097017	
2330430047	5600	GITTA RIA CT	P060001	S097017
2330430048	5602	GITTA RIA CT	P060001	S097017
2330440001	5499	SUNRISE BL	P018004	
2330440002	5445	SUNRISE BL	P018004	P020023
2330440007	5409	MADISON AV	P018004	P020023
2330440019	7816	UPLANDS WY	P018004	S150003
2330440022	7803	MADISON AV	P018004	S150003
2330440027	5425	SUNRISE BL	P018004	P020023
2330440028	5489	UPLANDS WY	P018004	P083027
2330440029	5495	SUNRISE BL	P018004	P083027
2330470008	7429	WILLOWCREEK DR	S010007	S106007
2330470015	7459	WILLOWCREEK DR	S010007	S106007
2330470028	5545	ASPENWOOD CT	S010007	S106007
2330470029	5549	ASPENWOOD CT	S010007	S106007
2330470038	7410	WILLOWCREEK DR	S010007	S106007
2330470039	7400	WILLOWCREEK DR	S010007	S106007
2330480042	8024	DORAL CT	P031026	S106015
2330480043	8026	DORAL CT	P031026	S106015
2330480044	8030	DORAL CT	P031026	S106015

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Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET	SUB. No.	Alt. SUB. No.
2330480045	8032	DORAL CT	P031026	S106015
2330480046	5615	CYPRESS POINT DR	P031026	S106015
2330480067	5612	CYPRESS POINT DR	P031026	S106015
2330480082	7997	ALTA VISTA LN	P127019	
2330490001	7971	ALTA VISTA LN	S107020	
2330490002	7975	ALTA VISTA LN	S107020	
2330490003	7979	ALTA VISTA LN	S107020	
2330490004	7983	ALTA VISTA LN	S107020	
2330490005	7996	MARSALLA CT	S107020	
2330490015	7991	MARSALLA CT	S107020	
2330510010	8049	SAWGRASS CIR	S118014	
2330520036	5735	ELIZABETH LN	P032016	S121003
2330520051	0	HAMPTON LN	P032016	S121003
2330530023	0	BIRDCAGE ST	P032016	S121003
2330570001	5509	MARIPOSA AV	S010007	
2330570020	7575	MADISON AV	S010007	
2330580023	5521	CEDAR CREEK WY	P056033	S010007
2330580024	7501	KALAMAZOO DR	P056033	S010007
2330580033	5516	CEDAR CREEK WY	P155009	S010007
2330580034	5512	CEDAR CREEK WY	P155009	S010007
2330590023	5631	ALBERT LN	P032016	S133005
2330590039	0	BIRDCAGE ST	P032016	S133005
2330600007	7822	WINDSOR LN	P032016	S133005
2330600008	7820	WINDSOR LN	P032016	S133005
2330600019	7806	WINDSOR LN	P032016	S133005
2330620001	5521	SEQUOIA CIR	S132015	
2330620009	5517	SEQUOIA CIR	S132015	
2330620010	5515	SEQUOIA CIR	S132015	
2330620016	5547	SEQUOIA CIR	S132015	
2330620031	0		S132015	
2330650007	8092	BRIAR RIDGE LN	S144011	
2330650029	8135	BRIAR RIDGE LN	S144011	
2330650030	8133	BRIAR RIDGE LN	S144011	
2330650031	8131	BRIAR RIDGE LN	S144011	
2330650032	8129	BRIAR RIDGE LN	S144011	
2330650040	0	BRIAR RIDGE LN	S144011	
2330650043	8093	BRIAR RIDGE LN	S144011	
2330650044	0	BRIAR RIDGE LN	S144011	
2330650059	8055	BRIAR RIDGE LN	S144011	
2330650060	8053	BRIAR RIDGE LN	S144011	
2330650061	8051	BRIAR RIDGE LN	S144011	
2330650062	8049	BRIAR RIDGE LN	S144011	
2330650063	0	BRIAR RIDGE LN	S144011	
2330650064	8137	BRIAR RIDGE LN	S144011	
2330660001	0	BRIAR RIDGE LN	S144011	
2330660008	0	BRIAR RIDGE LN	S144011	

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Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET	SUB. No.	Alt. SUB. No.
2330660009	0	BRIAR RIDGE LN	S144011	
2330660010	8004	BRIAR RIDGE LN	S144011	
2330660029	8046	BRIAR RIDGE LN	S144011	
2330660030	8048	BRIAR RIDGE LN	S144011	
2330660037	8033	BRIAR RIDGE LN	S144011	
2330660038	8031	BRIAR RIDGE LN	S144011	
2330670011	5424	VENTANA PL	S145018	
2330670012	5426	VENTANA PL	S145018	
2330670013	5428	VENTANA PL	S145018	
2330670014	5430	VENTANA PL	S145018	
2330670029	5447	VENTANA PL	S145018	
2330670030	5449	VENTANA PL	S145018	
2330670057	0	VENTANA PL	S145018	
2330670058	0	VENTANA PL	S145018	
2330670059	0	VENTANA PL	S145018	
2330670062	0	VENTANA PL	S145018	
2330670063	0	VENTANA PL	S145018	
2330670064	0	VENTANA PL	S145018	
2330670073	5422	VENTANA PL	S145018	
2330680002	7869	KINGSWOOD DR	P032016	P038035
2330680007	7969	PEBBLE BEACH DR	S092014	
2330680008	7919	PEBBLE BEACH DR	P016007	
2330680009	5610	SUNRISE BL	P016007	
2330680014	5525	SUNRISE BL	P031004	
2330680015	5511	SUNRISE BL	P031004	
2330680019	5701	SUNRISE BL	P038035	P091008
2430010026	7340	STOCK RANCH RD	P093019	
2430020028	0	GREENBACK LN	P061036	P081026
2430020029	0		P061036	P093019
2430020039	7135	GREENBACK LN	P061036	P081026
2430020043	7433	GREENBACK LN	P082007	
2430020044	6240	SAN JUAN AV	P082007	
2430020051	0	STOCK RANCH RD	P134010	
2430020053	0		P061036	S252003
2430020055	7115	GREENBACK LN	P061036	
2430020056	0	GREENBACK LN	P061036	
2430020057	0	AV OF FOUNTAINS	P061036	P084004
2430020060	7147	GREENBACK LN	P061036	P171016
2430020061	0	GREENBACK LN	P061036	P093019
2430020063	7235	GREENBACK LN	P061036	P171016
2430020065	0	REGENCY DR	P061036	P171016
2430031001	6540	SYLVAN RD	S012002	
2430031028	6515	MARIPOSA AV	P178003	S012002
2430042006	7512	CHULA VISTA DR	S012002	S037010
2430042009	7556	CHULA VISTA DR	S012002	S037010
2430060038	6300	BIRDCAGE ST	P023046	

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Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET	SUB. No.	Alt. SUB. No.
2430060039	6251	SUNRISE BL	P064003	
2430060047	7745	GREENBACK LN	P119015	
2430060050	7895	GREENBACK LN	P021032	
2430070028	12801	FAIR OAKS BL		S139016
2430081001	7900	SUNRISE BL	P019035	S016039
2430081007	7901	GREENBACK LN	P019035	S016039
2430081022	7980	ARCADIA DR	P010036	S139016
2430081027	6249	SUNRISE BL	P019035	S016039
2430081034	7942	ARCADIA DR	P019035	S016039
2430081035	7942	ARCADIA DR	P019035	S016039
2430082003	0	ARCADIA DR	P031038	S139016
2430082004	0	ARCADIA DR	P010036	S139016
2430082007	8017	GREENBACK LN	P010036	S139016
2430082013	8051	GREENBACK LN	P031038	S016039
2430082014	8067	GREENBACK LN	P031038	S016039
2430082015	8073	GREENBACK LN	P031038	S016039
2430082024	8013	ARCADIA DR	P010036	S139016
2430082034	8095	GREENBACK LN	P096011	S139016
2430090011	7444	LUCKY LN	S010007	
2430090014	7400	GREENBACK LN	S010007	
2430090018	6026	SAN JUAN AV	S010007	
2430100019	7500	GREENBACK LN	S010007	
2430100022	7528	GREENBACK LN	P028024	S010007
2430100023	7532	GREENBACK LN	P028024	S010007
2430110003	0		S010007	
2430110004	7562	GREENBACK LN	S010007	
2430110006	7552	GREENBACK LN	S010007	
2430110007	7435	FARMGATE WY	S010007	
2430110012	7572	GREENBACK LN	S010007	
2430120016	7590	GREENBACK LN	S010007	
2430120018	7596	GREENBACK LN	S010007	
2430120020	6119	MARIPOSA AV	S010007	
2430120021	6123	MARIPOSA AV	S010007	
2430120026	6135	MARIPOSA AV	S010007	
2430120028	6035	DUBLIN WY	S010007	S115010
2430120034	6048	DUBLIN WY	S010007	S127003
2430120035	6052	DUBLIN WY	S010007	S127003
2430120036	6056	DUBLIN WY	S010007	S127003
2430120039	6051	DUBLIN WY	S010007	S127003
2430130005	6122	MARIPOSA AV	S010007	
2430130028	7626	DENIO WY	S010007	S142014
2430130029	7630	DENIO WY	S010007	S142014
2430130030	7634	DENIO WY	S010007	S142014
2430130039	7620	GREENBACK LN	P046044	S010007
2430130040	7636	GREENBACK LN	P046044	S010007
2430130042	7600	GREENBACK LN	S010007	

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Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET	SUB. No.	Alt. SUB. No.
2430470004	6385	BONHAM CIR	S108016	
2430470005	6381	BONHAM CIR	S108016	
2430470048	6398	DENTON WY	S108016	
2430470049	6400	DENTON WY	S108016	
2430470050	6404	DENTON WY	S108016	
2430470051	6408	DENTON WY	S108016	
2430470059	6440	DENTON WY	S108016	
2430470066	7825	SUN HILL DR	S108016	
2430480014	0	ARCADIA DR	P010036	S139016
2430480020	0	ARCADIA DR	P019035	S139016
2430480021	0	ARCADIA DR	P019035	S139016
2430480022	0	ARCADIA DR	P019035	S016039
2430480023	7900	ARCADIA DR	P019035	S016039
2430490001	7953	ARCADE LAKE LN	S143020	
2430500016	6063	PEORIA DR	S147013	
2430500017	6065	PEORIA DR	S147013	
2430520001	7711	GREENBACK LN	S154023	
2430520002	7711	GREENBACK LN	S154023	
2430520004	7711	GREENBACK LN	S154023	
2430530001	7600	AWAY WY	S012002	S173015
2430530015	6510	FARR CT	S012002	S173015
2430530019	7674	AWAY WY	S012002	S173015
2430530020	7686	MARIPOSA GLEN WY	S012002	S173015
2430530022	7693	MARIPOSA GLEN WY	S012002	S173015
2430540006	7524	FARMHOUSE CT	S010007	S175007
2430540007	7528	FARMHOUSE CT	S010007	S175007
2430540008	7532	FARMHOUSE CT	S010007	S175007
2430550001	6248	BIRDCAGE ST	P023046	S182017
2430550003	6234	BIRDCAGE ST	P023046	S182017
2430550006	0	BIRDCAGE ST	P023046	S182017
2430560020	6466	SAN STEFANO ST	S012002	S190005
2430560055	6510	ALYSSA CT	S012002	S190005
2430570034	6461	ASPEN GARDENS WY	P093019	S249004
2430590072	6602	THALIA WY	P093019	S325008
2570012010	8016	ALMA MESA WY	S066012	
2570012011	8017	DANA BUTTE WY	S066012	
2570021014	8017	SAN COSME DR	S066012	
2570022008	7221	CAMEL ROCK WY	S066012	
2570023025	7208	ESCALANTE WY	S066012	
2570024004	7209	ESCALANTE WY	S066012	
2570024005	7222	CAMEL ROCK WY	S066012	
2570030008	7194	CRAIL CT	S099001	
2570030011	7182	CRAIL CT	S099001	
2570030012	7178	CRAIL CT	S099001	
2570030018	7205	CANELO HILLS DR	S099001	
2570030024	7973	COPPERWOOD DR	S099001	

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Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET	SUB. No.	Alt. SUB. No.
2570030025	7981	COPPERWOOD DR	S099001	
2570030067	7190	CRAIL CT	S099001	
2570030068	7186	CRAIL CT	S099001	
2570040013	7056	SUNRISE BL	P039004	
2570040019	7048	SUNRISE BL	P039004	P091019
2570040021	7044	SUNRISE BL	P039004	P091019
2570040022	7000	SUNRISE BL	P022029	P091019
2570051018	8125	SAN COSME DR	S095006	
2570051019	8123	SAN COSME DR	S095006	
2570051030	7348	SINGLE WY	S093013	
2570052007	7347	SINGLE WY	S093013	
2570052019	8041	DANA BUTTE WY	S093013	
2570052022	8029	DANA BUTTE WY	S093013	
2570052023	8025	DANA BUTTE WY	S093013	
2570052029	8021	ALMA MESA WY	S093013	
2570052033	8048	OAK AV	S093013	
2570054003	8120	SAN COSME DR	S095006	
2570054006	8108	SAN COSME DR	S095006	
2570054013	8040	SAN COSME DR	S095006	
2570054019	8087	ALMA MESA WY	S095006	
2570055001	8046	ALMA MESA WY	S093013	
2570055002	8050	ALMA MESA WY	S093013	
2570055003	8054	ALMA MESA WY	S095006	
2570060013	8167	NETTLE CT	S016017	S16
2570060038	7131	CROSS DR	S016017	S16
2570060057	7065	CROSS DR	O032029	S138010
2570060061	7032	ALLENWOOD CT	O032029	S138010
2570071011	7244	PLEASANT VIEW DR	S016017	
2570071012	7236	PLEASANT VIEW DR	S016017	
2570071013	7232	PLEASANT VIEW DR	S016017	
2570071014	7226	PLEASANT VIEW DR	S016017	
2570071016	8134	OAK AV	S016017	
2570071025	8160	OAK AV	S016017	
2570071027	7255	HILL DR	S016017	
2570071029	7243	HILL DR	S016017	
2570071030	7245	HILL DR	S016017	
2570071032	8178	OAK AV	S016017	
2570071033	8196	OAK AV	S016017	
2570071034	7349	CROSS DR	S016017	
2570071044	7244	HILL DR	P017029	S016017
2570071055	7270	HILL DR	P017029	S016017
2570072022	7320	CROSS DR	P055020	S016017
2570080002	7129	CROSS DR	S016017	
2570091010	7260	MANDARIN CIR	S016017	S054013
2570093002	7324	MELVA ST	S016017	S054013
2570102001	7230	MANDARIN CIR	S016017	S054013

EXHIBIT "A"

Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER	STREET	SUB. No.	Alt. SUB. No.
2570102002	7224	MANDARIN CIR	S016017	S054013
2570102003	7218	MANDARIN CIR	S016017	S054013
2570102004	7212	MANDARIN CIR	S016017	S054013
2570102005	7206	MANDARIN CIR	S016017	S054013
2570102006	7200	MANDARIN CIR	S016017	S054013
2570102012	8255	STRENG AV	S016017	S054013
2570102013	8233	STRENG AV	S016017	S178003
2570102014	8227	STRENG AV	S016017	S178003
2570102016	8213	STRENG AV	S016017	S178003
2570103001	8254	STRENG AV	S016017	S054013
2570103002	8260	STRENG AV	S016017	S054013
2570103007	8250	STRENG AV	S016017	S178003
2570103009	8242	STRENG AV	S016017	S178003
2570104004	7212	MELVA ST	S016017	S054013
2570110011	8247	OLD RANCH RD	S097012	
2570110017	0	OLD RANCH RD	S097012	
2570110022	8330	BLAYDEN CT	S097012	
2570110032	8321	BLAYDEN CT	S097012	
2570110042	0	OAK AV	S097012	
2570120030	8300	BURNSIDE CT	S099008	
2570120031	8304	BURNSIDE CT	S099008	
2570131001	6991	ESCALLONIA DR	S099008	
2570131002	6989	ESCALLONIA DR	S099008	
2570132016	7112	HATFIELD CT	S099008	
2570132018	7104	HATFIELD CT	S099008	
2570132020	8321	BECKWITH WY	S099008	
2570132034	7101	GATESHEAD CT	S099008	
2570134005	8324	CRANFORD WY	S099008	
2570134006	8320	CRANFORD WY	S099008	
2570136003	8341	OLD RANCH RD	S099008	
2570136004	8345	OLD RANCH RD	S099008	
2570140019	8351	AMSELL CT	S101028	
2570140056	8356	JORDELL CT	S101028	
2570150035	8404	DALMENY WY	S097013	
2570150041	8413	MANSFIELD DR	S097013	
2570160079	7029	KINGSMILL WY	S101028	
2570160085	7020	HALESWORTH CT	S101028	
2570160086	7021	HALESWORTH CT	S101028	
2570170022	8473	MANSFIELD DR	S101028	
2570170039	8446	CRANFORD WY	S101028	
2570246006	8122	STACEY HILLS DR	S016017	S105006
2570246016	8164	STACEY HILLS DR	S016017	S127013
2570246017	8168	STACEY HILLS DR	S016017	S127013
2570246018	8172	STACEY HILLS DR	S016017	S127013
2570246024	6939	CROSS DR	S016017	S127013
2570253002	8100	POULSON ST	S106014	

EXHIBIT "A"

Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER STREET	SUB. No.	Alt. SUB. No.
2570261008	8051 MCCLUNG DR	S106014	
2570261012	8067 MCCLUNG DR	S106014	
2570261016	8083 MCCLUNG DR	S106014	
2570262006	8090 MCCLUNG DR	S106014	
2570270009	7137 CANELO HILLS DR	S107003	
2570310004	8237 PRIME WY	S016017	S119017
2570310010	8240 PRIME WY	S016017	S119017
2570310011	8244 PRIME WY	S016017	S119017
2570320014	8453 JONQUIL WY	S101028	S125007
2570330017	7221 QUAILWOOD WY	S101028	S125007
2570340003	7207 YARROW WY	S016017	S132022
2570340005	7219 YARROW WY	S016017	S132022
2570340006	7225 YARROW WY	S016017	S132022
2570340007	7231 YARROW WY	S016017	S132022
2570340008	7237 YARROW WY	S016017	S132022
2570340009	7243 YARROW WY	S016017	S132022
2570340010	7249 YARROW WY	S016017	S132022
2570340011	7301 YARROW WY	S016017	S132022
2570340012	7307 YARROW WY	S016017	S132022
2570340016	7244 YARROW WY	S016017	S132022
2570340017	7238 YARROW WY	S016017	S132022
2570340018	7232 YARROW WY	S016017	S132022
2570340024	8153 JULI CT	S016017	S203002
2570340025	8161 JULI CT	S016017	S203002
2570340030	8154 JULI CT	S016017	S203002
2570340031	8150 JULI CT	S016017	S203002
2590010059	7975 STONE CANYON CIR	S092022	
2590040025	6825 OLIVE TREE WY	S097001	
2590051010	6761 SUGAR MAPLE WY	S097024	
2590051011	6757 SUGAR MAPLE WY	S097024	
2590053017	6601 GOLDEN RAIN CT	S097024	
2590060039	6841 SUGAR MAPLE WY	S097023	
2590300001	7070 WOODMORE OAKS DR	O028007	
2590350022	6832 TROVITA WY	P022029	S111009
2590350071	6912 WOODMORE OAKS DR	P022029	P057038

EXHIBIT "A"

Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER STREET	SUB. No.	Alt. SUB. No.
2430142002	6101 SHUPE DR	O031026	
2430142011	5829 SAN JUAN AV 9	S141031	
2430150001	6260 MARIPOSA AV	S012002	
2430150030	6231 BURICH AV	S012002	
2430180011	6206 SCHUMAN LN	S012002	
2430191031	6001 BIRDCAGE ST	P003041	S144020
2430191032	5925 BIRDCAGE ST	P003041	S144020
2430191033	7799 FARMGATE WY	P003041	S144020
2430191034	5829 BIRDCAGE ST	P003041	S144020
2430191036	7840 MACY PLAZA DR	P003041	P065028
2430191037	7830 MACY PLAZA DR	P003041	P065028
2430192013	5900 SUNRISE BL	P003038	
2430192015	7986 GREENBACK LN	P003038	
2430192017	6063 SUNRISE BL	P003038	
2430192018	6198 SUNRISE BL	P003038	
2430192019	8000 GREENBACK LN	P003038	
2430201011	7475 SKYCREST CT	S010007	S041008
2430201012	7479 SKYCREST CT	S010007	S041008
2430201013	7483 SKYCREST CT	S010007	S041008
2430201014	7487 NORTHLEA WY	S010007	S041008
2430201015	7491 NORTHLEA WY	S010007	S041008
2430202002	7430 NORTHLEA WY	S010007	S057029
2430202013	5821 NORTHGROVE WY	S010007	S041008
2430202014	5817 NORTHGROVE WY	S010007	S041008
2430210051	5844 RIDDIO ST	P026031	S104009
2430210074	5801 OUR WY	S010007	S143003
2430210075	5800 OUR WY	S010007	S143003
2430210076	7639 FARMGATE WY	S010007	S143003
2430221009	7629 NORTHRIDGE DR	S010007	S040019
2430221010	7633 NORTHRIDGE DR	S010007	S040019
2430222010	7632 NORTHRIDGE DR	S010007	S040019
2430222011	7636 NORTHRIDGE DR	S010007	S040019
2430222012	7640 NORTHRIDGE DR	S010007	S040019
2430222013	7644 NORTHRIDGE DR	S010007	S040019
2430222014	7648 NORTHRIDGE DR	S010007	S040019
2430222015	7652 NORTHRIDGE DR	S010007	S040019
2430222021	5948 MARIPOSA AV	P026031	S010007
2430222029	5929 OUR WY	P026031	S104009
2430222037	5881 OUR WY	P026031	S104009
2430222038	5875 OUR WY	P026031	S104009
2430231008	5840 SAN JUAN AV	S010007	S041008
2430231010	7408 SKYLARK CT	S010007	S041008
2430233015	7500 SKYLINE CT	S010007	S041008
2430233016	7424 WESTGATE DR	S010007	S041008
2430242004	7470 FARMGATE WY	S010007	S063021
2430242005	7476 FARMGATE WY	S010007	S063021

EXHIBIT "A"

Subdivision Map Drainage Easement Transfers to the City of Citrus Heights

APN	NUMBER STREET	SUB. No.	Alt. SUB. No.
2430244001	6025 DUBLIN WY	S010007	S063021
2430244002	6019 DUBLIN WY	S010007	S063021
2430244003	6013 DUBLIN WY	S010007	S063021
2430244004	6007 DUBLIN WY	S010007	S063021
2430244006	7571 LIMERICK WY	S010007	S063021
2430244007	7563 LIMERICK WY	S010007	S063021
2430244009	7551 LIMERICK WY	S010007	S063021
2430244010	7549 LIMERICK WY	S010007	S063021
2430262036	7680 GREENBACK LN	P047023	S010007
2430281001	7877 SAYONARA DR	S069005	
2430281009	7845 SAYONARA DR	S069005	
2430281010	7841 SAYONARA DR	S069005	
2430283004	7857 LIALANA WY	S069005	
2430284004	6545 SUNRISE BL	S069005	
2430291001	6141 TERRELL DR	S071030	
2430303003	6071 PEORIA DR	S075001	
2430303004	6075 PEORIA DR	S075001	
2430304014	6172 PEORIA DR	S075001	
2430304015	6178 PEORIA DR	S075001	
2430311023	6051 SHUPE DR	P010030	
2430333012	6131 VICEROY WY	S087020	
2430350007	6041 SUNRISE VISTA DR	S089016	
2430350023	8093 FAIR OAKS BL	P009042	
2430350024	5930 SUNRISE VISTA DR	P009042	S138012
2430350025	6001 SUNRISE VISTA DR	S089016	
2430350030	8030 GREENBACK LN	S089016	
2430350034	8040 GREENBACK LN	P031005	
2430350041	6109 SUNRISE VISTA DR	S089016	
2430350042	6129 SUNRISE VISTA DR	S089016	
2430370032	7226 LA LUNA CT	S129022	S147013
2430370033	7224 LA LUNA CT	S129022	S147013
2430370042	7200 LA LUNA CT	S129022	S147013
2430380006	6145 SAN JUAN AV	P012016	
2430380007	6135 SAN JUAN AV	P012016	
2430380008	6021 SAN JUAN AV	P012016	
2430390025	7315 VILLA DEL SOL LN	S093014	
2430390035	0 VILLA DEL SOL LN	S093014	
2430410003	6536 MAUANA WY	S094008	
2430410034	6430 MAUANA WY	S098007	
2430410049	7700 SAYONARA DR	S101010	
2430420018	5900 SPERRY DR	P017035	
2430430006	6584 MAUANA WY	S100019	
2430450002	7223 CASTILLIAN CT	S106018	
2430470001	6397 BONHAM CIR	S108016	
2430470002	6393 BONHAM CIR	S108016	
2430470003	6389 BONHAM CIR	S108016	

4

RECORDING REQUESTED BY:
Fidelity National Title
Escrow No. 1500142-TD
Title Order No. 01006872

When Recorded Mail Document To:
Linda Wells-Hott
147 Pinedale Avenue
Sacramento, CA 95838

Sacramento County Recording
Mark Norris, Clerk/Recorder
BOOK 20041001 PAGE 1687
Friday, OCT 01, 2004 2:48:12 PM
PCR $20.00
Ttl Pd $32.00 Nbr-0003103525
JLM/15/1-2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 204-0461-042

INTERSPOUSAL TRANSFER DEED

(Excluded from reappraisal under California Constitution Article 13 A Section 1 et seq.)

The undersigned grantor(s) declare(s)
Documentary transfer tax is $0.00 City Tax is $ 0.00

- is exempt from imposition of the Documentary Transfer Tax pursuant to Revenue and Taxation Code 11927(a), on transferring community, quasi-community, or quasi-marital property, assets between spouses, pursuant to a judgement, an order, or a written agreement between spouses in contemplation of any such judgement or order.

This is an Interspousal Transfer and not a change in ownership under Section 63 of the Revenue and Taxation Code and Grantor(s) has (have) checked the applicable exclusion from reappraisal:
- A creation, transfer, or termination, solely between spouses, of any co-owner's interest.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, David Michael Hott

hereby GRANT(S) to Linda Wells-Hott

the real property in the City of Citrus Heights,
County of Sacramento, State of California:
SEE EXHIBIT "ONE" ATTACHED HERETO AND MADE A PART HEREOF

DATED: ~~August 23,~~ Sept. 27 2004

David Michael Hott

STATE OF CALIFORNIA
COUNTY OF Alameda
ON Sept. 27, 2004 before me,
Stephanie Aurelia Bandy personally appeared
DAVID MICHAEL ~~HOLT~~ HOTT

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

STEPHANIE AURELIA BANDY
COMM. # 1458086
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Comm. Expires DEC 23, 2007

Witness my hand and official seal.

Signature

MAIL TAX STATEMENT AS DIRECTED ABOVE

Escrow No. 1500142-TD
Title Order No. 01006872

EXHIBIT ONE

Parcel A, as shown on that certain Parcel Map entitled "Being a Portion of Lot 4 of 'Twin Oaks' Filed at 16 BM 43", filed in the office of the Recorder of Sacramento County, California, on September 2, 1983, in Book 77 of Parcel Maps, Page 5.

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RECORDING REQUESTED BY:
Fidelity National Title
Escrow No. 1500142-TD
Title Order No. 01006872

When Recorded Mail Document and Tax Statement To:
Mrs. Linda I. Wells-Hott
147 Pinedale Avenue
Sacramento, CA 95838

Sacramento County Recording
Mark Norris, Clerk/Recorder
BOOK 20041001 PAGE 1686
Friday, OCT 01, 2004 2:48:12 PM
PCR $20.00
Ttl Pd $27.00 Nbr-0003103523
005-Citrus Height DTT PAI JLM/15/1-1

TitleNo1006872
APN: 204-0461-042

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s)
Documentary transfer tax is $2,970.00 City tax $ 7,425.00
[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area City of Citrus Heights

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Pearl Scialanca, A Married Woman as her Sole and Separate Property, as to an undivided 1/2 interest and Jadine Gee Kuwahara, A Married Woman as her Sole and Separate Property, as to an undivided 1/2 interest

hereby GRANT(S) to Linda I. Wells-Hott, A Married Woman as her Sole and Separate Property

the following described real property in the City of Citrus Heights
County of Sacramento, **State of** California:

Parcel A, as shown on that certain Parcel Map entitled "Being a Portion of Lot 4 of 'Twin Oaks' Filed at 16 BM 43", filed in the office of the Recorder of Sacramento County, California, on September 2, 1983, in Book 77 of Parcel Maps, Page 5.

DATED: September 29, 2004

Pearl Scialanca

Jadine Gee Kuwahara

STATE OF CALIFORNIA
COUNTY OF San Francisco
ON September 29, 2004 before me, Susan J. Amirsehhi Notary Public personally appeared Pearl Scialanca and Jadine Gee Kuwahara

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

SUSAN J. AMIRSEHHI
Commission # 1462980
Notary Public - California
San Mateo County
My Comm. Expires Feb 10, 2008

Witness my hand and official seal.

Signature Susan J. Amirsehhi

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Recording requested by
Stewart Title of California

WHEN RECORDED, RETURN TO:

WE Alliance Secured Income Fund, LLC
c/o Socotra Capital
2208 29th Street, Suite 100
Sacramento, California 95817

Loan No. 23-74

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	202306120345	Fees	$187.00
6/12/2023	10:54:38 AM	Taxes	$0.00
DT	Electronic	PCOR	$0.00
Titles 5		Paid	$187.00
Pages 30			

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

Note Amount: $4,700,000.00
Property Address: 8340-8350 Auburn Blvd, Citrus Heights, CA 95610
APN: 204-0461-042-0000

Exempt from fee under GC 27388.1(a)(1): fee cap of $225 reached

THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH CALIFORNIA COMMERCIAL CODE SECTION 9502.

This Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement (the "Deed of Trust") is made as of **05/24/2023**, among **KS Mattson Partners, LP, a California Limited Partnership** ("Borrower"), whose address is PO Box 5490 Vacaville CA 95696; **Stewart Title**, a title & escrow company ("Trustee"); and **WE Alliance Secured Income Fund, LLC** ("Lender"), whose address is c/o Socotra Capital, 2208 29th Street, Suite 100, Sacramento, California 95817.

TRANSFER OF RIGHTS IN THE PROPERTY

To secure the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations, Borrower GRANTS, BARGAINS, SELLS, AND CONVEYS to Trustee the Mortgaged Property, with power of sale and right of entry, subject only to the Permitted Encumbrances, to have and to hold the Mortgaged Property to Trustee, its successors in trust, and the Trustee's assigns forever, and Borrower does hereby bind itself, its successors, and its assigns to warrant and forever defend the title to the Mortgaged Property to Trustee against anyone lawfully claiming it or any part of it; provided, however, that if the Indebtedness is paid in full as and when it becomes due and payable and the Obligations are performed on or before the date they are to be performed and discharged, then the liens, security interests, estates, and rights granted by the Loan Documents shall terminate; otherwise, they shall remain in full force and effect. As additional security for the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations, Borrower grants to Lender a security interest in the Personalty, Fixtures, Leases, and Rents under Article Nine of the Uniform Commercial Code in effect in the State of California as described in California Commercial Code section 9502. Borrower further grants, bargains, conveys, assigns, transfers, and sets over to Trustee, acting as both a trustee and an agent for Lender under this Deed of Trust, a security interest in and to all of Borrower's right, title, and interest in, to, and under the Personalty, Fixtures, Leases, Rents, and Mortgaged Property (to the extent characterized as personal property) to secure the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations.

Borrower agrees to execute and deliver, from time to time, such further instruments, including, but not limited to, security agreements, assignments, and UCC financing statements, as may be requested by Lender to confirm the lien of this Deed of Trust on any of the Mortgaged Property.

Borrower further irrevocably grants, transfers, and assigns to Lender the Rents. This assignment of Rents is to be effective to create a present security interest in existing and future Rents of the Mortgaged Property under California Civil Code §2938.

TO MAINTAIN AND PROTECT THE SECURITY OF THIS DEED OF TRUST, TO SECURE THE FULL AND TIMELY PERFORMANCE BY BORROWER OF EACH AND EVERY OBLIGATION,

COVENANT, AND AGREEMENT OF BORROWER UNDER THE LOAN DOCUMENTS, AND AS ADDITIONAL CONSIDERATION FOR THE INDEBTEDNESS AND OBLIGATIONS EVIDENCED BY THE LOAN DOCUMENTS, BORROWER HEREBY COVENANTS, REPRESENTS, AND AGREES AS FOLLOWS:

1. **Definitions**. For purposes of this Deed of Trust, each of the following terms shall have the following respective meanings:

1.1. **"Attorney Fees."** Any and all attorney fees (including the allocated cost of in-house counsel), paralegal, and law clerk fees, including, without limitation, fees for advice, negotiation, consultation, arbitration, and litigation at the pretrial, trial, and appellate levels, and in any bankruptcy proceedings, and attorney costs and expenses incurred or paid by Lender in protecting its interests in the Mortgaged Property, including, but not limited to, any action for waste, and enforcing its rights under this Deed of Trust.

1.2. **"Borrower."**

1.2.1. The named Borrower in this Deed of Trust;

1.2.2. The obligor under the Note, whether or not named as Borrower in this Deed of Trust; and

1.2.3. Subject to paragraph 19 and paragraph 20 of this Deed of Trust, the heirs, legatees, devisees, administrators, executors, successors in interest to the Mortgaged Property, and the assigns of any such person identified in Sections 1.2.1 and/or 1.2.2.

1.3. **"Default Rate."** The Default Rate as defined in the Note.

1.4. **"Event of Default."** An Event of Default as defined in paragraph 19 of this Deed of Trust.

1.5. **"Environmental Laws."** Any Governmental Requirements pertaining to health, industrial hygiene, or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended (42 United States Code ("U.S.C.") §§ 9601-9675); the Resource Conservation and Recovery Act of 1976 (RCRA) (42 U.S.C. §§ 6901-6992k); the Hazardous Materials Transportation Act (49 U.S.C. §§ 5101-5127); the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1376); the Clean Air Act (42 U.S.C. §§ 7401-7671q); the Toxic Substances Control Act (15 U.S.C. §§ 2601-2692); the Refuse Act (33 U.S.C. §§ 407-426p); the Emergency Planning and Community Right-To-Know Act (42 U.S.C. §§ 11001-11050); the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j); the California Hazardous Waste Treatment Reform Act of 1995 (Stats 1995, ch 638 (SB 1222-Calderon)); the California Unified Hazardous Waste and Hazardous Materials Management Regulatory Program (Stats 1993, ch 418 (SB 1082-Calderon)); the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code §§ 25300-25395.15); the California Expedited Remedial Action Reform Act of 1994 (California Health and Safety Code §§ 25396-25399.2); and the Porter-Cologne Water Quality Control Act (California Water Code §§ 13000-14076).

1.6. **"Fixtures."** All right, title, and interest of Borrower in and to all materials, supplies, equipment, apparatus, and other items now or later attached to, installed on or in the Land or the Improvements, or that in some fashion are deemed to be fixtures to the Land or Improvements under the laws of the State of California, including the California Uniform Commercial Code. "Fixtures" includes, without limitation, all items of Personalty to the extent that they may be deemed Fixtures under Governmental Requirements.

1.7. **"Governmental Authority."** Any and all courts, boards, agencies, commissions, offices, or authorities of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city, or otherwise) whether now or later in existence.

1.8. **"Governmental Requirements."** Any and all laws, statutes, codes, ordinances, regulations, enactments, decrees, judgments, and orders of any Governmental Authority.

1.9. **"Hazardous Substance."** Any and all (a) substances defined as "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act (49 United States Code §§5101-5127), and in the regulations promulgated under those laws; (b) substances defined as "hazardous wastes" in California Health and Safety Code §25117 and in the regulations promulgated under that law; (c) substances defined as "hazardous substances" in California Civil Code section 2929.5; (d) substances listed in the United States Department of Transportation Table (49 Code of Federal Regulations § 172.101 and amendments); (e) substances defined as "medical wastes" in the Medical Waste Management Act (Chapter 6.1 of the California Health and Safety Code); (f) asbestos-containing materials; (g) polychlorinated biphenyl; (h) underground storage tanks, whether empty, filled, or partially filled with any substance; (i) petroleum and petroleum products, including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any such mixture; and (j) such other substances, materials, and wastes that are or become regulated under applicable local, state, or federal law, or that are classified as hazardous or toxic under any Governmental Requirements or that, even if not so regulated, are known to pose a hazard to the health and safety of the occupants of the Mortgaged Property or of real property adjacent to it.

1.10. **"Impositions."** All real estate and personal property taxes, water, gas, sewer, electricity, and other utility rates and charges; charges imposed under any subdivision, planned unit development, or condominium declaration or restrictions; charges for any easement, license, or agreement maintained for the benefit of the Mortgaged Property, and all other taxes, charges, and assessments and any interest, costs, or penalties of any kind and nature that at any time before or after the execution of this Deed of Trust may be assessed, levied, or imposed on the Mortgaged Property or on its ownership, use, occupancy, or enjoyment.

1.11. **"Improvements."** Any and all buildings, structures, improvements, fixtures, and appurtenances now and later placed on the Mortgaged Property, including, without limitation, all apparatus and equipment, whether or not physically affixed to the land or any building, which is used to provide or supply air cooling, air conditioning, heat, gas, water, light, power, refrigeration, ventilation, laundry, drying, dish washing, garbage disposal, or other services; and all elevators, escalators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, partitions, ducts, compressors, plumbing, ovens, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains, curtain rods, mirrors, cabinets, paneling, rugs, attached floor coverings, furniture, pictures, antennas, pools, spas, pool and spa operation and maintenance equipment and apparatus, and trees and plants located on the Mortgaged Property, all of which, including replacements and additions, shall conclusively be deemed to be affixed to and be part of the Mortgaged Property conveyed to Trustee under this Deed of Trust.

1.12. **"Indebtedness."** The principal of, interest on, and all other amounts and payments due under or evidenced by the following:

1.12.1. The Note (including, without limitation, the prepayment premium, late payment, and other charges payable under the Note);

1.12.2. This Deed of Trust and all other Loan Documents;

1.12.3. All funds later advanced by Lender to or for the benefit of Borrower under any provision of any of the Loan Documents;

1.12.4. Any future loans or amounts advanced by Lender to Borrower when evidenced by a written instrument or document that specifically recites that the Obligations evidenced by such document are secured by the terms of this Deed of Trust, including, but not limited to, funds advanced to protect the security or priority of the Deed of Trust; and

1.12.5. Any amendment, modification, extension, rearrangement, restatement, renewal, substitution, or replacement of any of the foregoing.

1.13. **"Land."** The real estate or any interest in it described in Exhibit A attached to this Deed of Trust and made a part of it, together with all Improvements and Fixtures and all rights, titles, and interests appurtenant to it.

1.14. **"Leases."** Any and all leases, subleases, licenses, concessions, or other agreements (written or verbal, now or later in effect) that grant a possessory interest in and to, or the right to extract, mine, reside in, sell, or use the Mortgaged Property, and all other agreements, including, but not limited to, utility contracts, maintenance agreements, and service contracts that in any way relate to the use, occupancy, operation, maintenance, enjoyment, or ownership of the Mortgaged Property, except any and all leases, subleases, or other agreements under which Borrower is granted a possessory interest in the Land.

1.15. **"Legal Requirements."** Collectively, (a) any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates, or ordinances of any Governmental Authority in any way applicable to Borrower, any guarantor (with respect to the Indebtedness or the Mortgaged Property), or the Mortgaged Property, including, but not limited to, those concerning its ownership, use, occupancy, possession, operation, maintenance, alteration, repair, or reconstruction, (b) Borrower's or guarantor's presently or subsequently effective bylaws and articles of incorporation, or any instruments establishing any partnership, limited partnership, joint venture, trust, limited liability company, or other form of business association (if either, both, or all, by any of same), (c) any and all Leases and other contracts (written or oral) of any nature to which Borrower or any guarantor may be bound, and (d) any and all restrictions, reservations, conditions, easements, or other covenants or agreements now or later of record affecting the Mortgaged Property.

1.16. **"Lender."** The named Lender in this Deed of Trust and the owner and holder (including a pledgee) of any Note, Indebtedness, or Obligations secured by this Deed of Trust, whether or not named as Lender in this Deed of Trust, and the heirs, legatees, devisees, administrators, executors, successors, and assigns of any such person.

1.17. **"Loan."** The extension of credit made by Lender to Borrower under the terms of the Loan Documents.

1.18. "**Loan Documents**." Collectively, this Deed of Trust, the Note, and all other instruments and agreements required to be executed by Borrower or any guarantor in connection with the Loan.

1.19. "**Mortgaged Property**." The Land, Improvements, Fixtures, Personalty, Leases, and Rents that is described as follows:

SEE EXHIBIT "A," ATTACHED HERETO AND MADE A PART HEREOF.

commonly known as **8340-8350 Auburn Blvd, Citrus Heights, CA 95610, APN: 204-0461-042-0000**

together with:

1.19.1. All right, title, and interest (including any claim or demand or demand in law or equity) that Borrower now has or may later acquire in or to such Mortgaged Property; all easements, rights, privileges, tenements, hereditaments, and appurtenances belonging or in any way appertaining to the Mortgaged Property; all of the estate, right, title, interest, claim, demand, reversion, or remainder of Borrower in or to the Mortgaged Property, either at law or in equity, in possession or expectancy, now or later acquired; all crops growing or to be grown on the Mortgaged Property; all development rights or credits and air rights; all water and water rights (whether or not appurtenant to the Mortgaged Property) and shares of stock pertaining to such water or water rights, ownership of which affects the Mortgaged Property; all minerals, oil, gas, and other hydrocarbon substances and rights thereto in, on, under, or upon the Mortgaged Property and all royalties and profits from any such rights or shares of stock; all right, title, and interest of Borrower in and to any streets, ways, alleys, strips, or gores of land adjoining the Land or any part of it that Borrower now owns or at any time later acquires and all adjacent lands within enclosures or occupied by buildings partly situated on the Mortgaged Property;

1.19.2. All intangible Mortgaged Property and rights relating to the Mortgaged Property or its operation or used in connection with it, including, without limitation, permits, licenses, plans, specifications, construction contracts, subcontracts, bids, deposits for utility services, installations, refunds due Borrower, trade names, trademarks, and service marks;

1.19.3. All of the right, title, and interest of Borrower in and to the land lying in the bed of any street, road, highway, or avenue in front of or adjoining the Land;

1.19.4. Any and all awards previously made or later to be made by any Governmental Authority to the present and all subsequent owners of the Mortgaged Property that may be made with respect to the Mortgaged Property as a result of the exercise of the right of eminent domain, the alteration of the grade of any street, or any other injury to or decrease of value of the Mortgaged Property, which award or awards are assigned to Lender and Lender, at its option, is authorized, directed, and empowered to collect and receive the proceeds of any such award or awards from the authorities making them and to give proper receipts and acquittances for them;

1.19.5. All certificates of deposit of Borrower in Lender's possession and all bank accounts of Borrower with Lender and their proceeds, and all deposits of Borrower with any Governmental Authority and/or public utility company that relate to the ownership of the Mortgaged Property;

1.19.6. All Leases of the Mortgaged Property or any part of it now or later entered into and all right, title, and interest of Borrower under such Leases, including cash or securities deposited by the tenants to secure performance of their obligations under such Leases (whether such cash or securities are to be held until the expiration of the terms of such Leases or applied to one or more of the installments of rent coming due immediately before the expiration of such terms), all rights to all insurance proceeds and unearned insurance premiums arising from or relating to the Mortgaged Property, all other rights and easements of Borrower now or later existing pertaining to the use and enjoyment of the Mortgaged Property, and all right, title, and interest of Borrower in and to all declarations of covenants, conditions, and restrictions as may affect or otherwise relate to the Mortgaged Property;

1.19.7. Any and all proceeds of any insurance policies covering the Mortgaged Property, whether or not such insurance policies were required by Lender as a condition of making the loan secured by this Deed of Trust or are required to be maintained by Borrower as provided below in this Deed of Trust; which proceeds are assigned to Lender, and Lender, at its option, is authorized, directed, and empowered to collect and receive the proceeds of such insurance policies from the insurers issuing the same and to give proper receipts and acquittances for such policies, and to apply the same as provided below;

1.19.8. If the Mortgaged Property includes a leasehold estate, all of Borrower's right, title, and interest in and to the lease, more particularly described in Exhibit A attached to this Deed of Trust (the Leasehold) including, without limitation, the right to surrender, terminate, cancel, waive, change, supplement, grant subleases of, alter, or amend the Leasehold;

1.19.9. All plans and specifications for the Improvements; all contracts and subcontracts relating to the Improvements; all deposits (including tenants' security deposits; provided, however, that if Lender acquires possession or control of tenants' security deposits Lender shall use the tenants' security deposits only for such purposes as Governmental Requirements permit), funds, accounts, contract rights, instruments, documents, general intangibles, and notes or chattel paper arising from or in connection with the Land or other Mortgaged Property; all permits, licenses, certificates, and other rights and privileges obtained in connection with the Land or other Mortgaged Property; all soils reports, engineering reports, land planning maps, drawings, construction contracts, notes, drafts, documents, engineering and architectural drawings, letters of credit, bonds, surety bonds, any other intangible rights relating to the Land and Improvements, surveys, and other reports, exhibits, or plans used or to be used in connection with the construction, planning, operation, or maintenance of the Land and Improvements and all amendments and modifications; all proceeds arising from or by virtue of the sale, lease, grant of option, or other disposition of all or any part of the Land, Fixtures, Personalty, or other Mortgaged Property (consent to same is not granted or implied); and all proceeds (including premium refunds) payable or to be payable under each insurance policy relating to the Land, Fixtures, Personalty, or other Mortgaged Property;

1.19.10. All trade names, trademarks, symbols, service marks, and goodwill associated with the Mortgaged Property and any and all state and federal applications and registrations now or later used in connection with the use or operation of the Mortgaged Property;

1.19.11. All tax refunds, bills, notes, inventories, accounts and charges receivable, credits, claims, securities, and documents of all kinds, and all instruments, contract rights, general intangibles, bonds and deposits, and all proceeds and products of the Mortgaged Property;

1.19.12. All money or other personal property of Borrower (including, without limitation, any instrument, deposit account, general intangible, or chattel paper, as defined in Division 9 of the California Uniform Commercial Code) previously or later delivered to, deposited with, or that otherwise comes into Lender's possession;

1.19.13. All accounts, contract rights, chattel paper, documents, instruments, books, records, claims against third parties, money, securities, drafts, notes, proceeds, and other items relating to the Mortgaged Property;

1.19.14. All construction, supply, engineering, and architectural contracts executed and to be executed by Borrower for the construction of the Improvements; and

1.19.15. All proceeds of any of the foregoing.

As used in this Deed of Trust, "Mortgaged Property" is expressly defined as meaning all or, when the context permits or requires, any portion of it and all or, when the context permits or requires, any interest in it.

1.20. "Note." The Promissory Note payable by Borrower to the order of Lender in the principal amount of **Four Million Seven Hundred Thousand and 00/100 Dollars ($4,700,000.00)**, evidencing the Loan, which may be increased in the event the maturity date is extended pursuant to the terms of the Note, in such form as is acceptable to Lender, together with any and all rearrangements, extensions, renewals, substitutions, replacements, modifications, restatements, and amendments to the Promissory Note.

1.21. "Obligations." Any and all of the covenants, warranties, representations, and other obligations (other than to repay the Indebtedness) made or undertaken by Borrower to Lender or Trustee as set forth in the Loan Documents; any lease, sublease, or other agreement under which Borrower is granted a possessory interest in the Land; each obligation, covenant, and agreement of Borrower in the Loan Documents or in any other document executed by Borrower in connection with the loan(s) secured by this Deed of Trust whether set forth in or incorporated into the Loan Documents by reference; each and every monetary provision of all covenants, conditions, and restrictions, if any, pertaining to the Mortgaged Property and on Lender's written request, the enforcement by Borrower of any covenant by third parties to pay maintenance or other charges, if they have not been paid, or valid legal steps taken to enforce such payment within 90 days after such written request is made; if the Mortgaged Property consists of or includes a leasehold estate, each obligation, covenant, and agreement of Borrower arising under, or contained in, the instrument(s) creating any such leasehold; all agreements of Borrower to pay fees and charges to Lender whether or not set forth in this Deed of Trust; and charges, as allowed by law, when they are made for any statement regarding the obligations secured by this Deed of Trust.

The Obligations specifically exclude the Environmental Indemnity Agreement dated the date of this Deed of Trust, executed by Borrower and any guarantor of the Loan, which is not secured by this Deed of Trust.

1.22. "Permitted Encumbrances." At any particular time, (a) liens for taxes, assessments, or governmental charges not then due and payable or not then delinquent; (b) liens, easements, encumbrances, and restrictions on the Mortgaged Property that are allowed by Lender to appear in Schedule B, with Parts I and II of an

ALTA title policy to be issued to Lender following recordation of the Deed of Trust; and (c) liens in favor of or consented to in writing by Lender.

1.23. "Person." Natural persons, corporations, partnerships, unincorporated associations, joint ventures, and any other form of legal entity.

1.24. "Personalty." All of the right, title, and interest of Borrower in and to all tangible and intangible personal property, whether now owned or later acquired by Borrower, including, but not limited to, water rights (to the extent they may constitute personal property), all equipment, inventory, goods, consumer goods, accounts, chattel paper, instruments, money, general intangibles, letter-of-credit rights, deposit accounts, investment property, documents, minerals, crops, and timber (as those terms are defined in the California Uniform Commercial Code) and that are now or at any later time located on, attached to, installed, placed, used on, in connection with, or are required for such attachment, installation, placement, or use on the Land, the Improvements, Fixtures, or on other goods located on the Land or Improvements, together with all additions, accessions, accessories, amendments, modifications to the Land or Improvements, extensions, renewals, and enlargements and proceeds of the Land or Improvements, substitutions for, and income and profits from, the Land or Improvements. The Personalty includes, but is not limited to, all goods, machinery, tools, equipment (including fire sprinklers and alarm systems); building materials, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, maintenance, extermination of vermin or insects, dust removal, refuse and garbage equipment; vehicle maintenance and repair equipment; office furniture (including tables, chairs, planters, desks, sofas, shelves, lockers, and cabinets); safes, furnishings, appliances (including ice-making machines, refrigerators, fans, water heaters, and incinerators); rugs, carpets, other floor coverings, draperies, drapery rods and brackets, awnings, window shades, venetian blinds, curtains, other window coverings; lamps, chandeliers, other lighting fixtures; office maintenance and other supplies; loan commitments, financing arrangements, bonds, construction contracts, leases, tenants' security deposits, licenses, permits, sales contracts, option contracts, lease contracts, insurance policies, proceeds from policies, plans, specifications, surveys, books, records, funds, bank deposits; and all other intangible personal property. Personalty also includes any other portion or items of the Mortgaged Property that constitute personal property under the California Uniform Commercial Code.

1.25. "Rents." All rents, issues, revenues, income, proceeds, royalties, profits, license fees, prepaid municipal and utility fees, bonds, and other benefits to which Borrower or the record title owner of the Mortgaged Property may now or later be entitled from or which are derived from the Mortgaged Property, including, without limitation, sale proceeds of the Mortgaged Property; any room or space sales or rentals from the Mortgaged Property; and other benefits paid or payable for using, leasing, licensing, possessing, operating from or in, residing in, selling, mining, extracting, or otherwise enjoying or using the Mortgaged Property.

1.26. "Water Rights." All water rights of whatever kind or character, surface or underground, appropriative, decreed, or vested, that are appurtenant to the Mortgaged Property or otherwise used or useful in connection with the intended development of the Mortgaged Property.

Any terms not otherwise defined in this Deed of Trust shall have the meaning given them in the Note dated of even date herewith between Borrower and Lender.

2. Repair and Maintenance of Mortgaged Property. Borrower shall (a) keep the Mortgaged Property in good condition and repair; (b) not substantially alter, remove, or demolish the Mortgaged Property or any of the Improvements except when incident to the replacement of Fixtures, equipment, machinery, or appliances with items of like kind; (c) restore and repair to the equivalent of its original condition all or any part of the Mortgaged Property that may be damaged or destroyed, including, but not limited to, damage from termites and dry rot, soil subsidence, and construction defects, whether or not insurance proceeds are available to cover any part of the cost of such restoration and repair, and regardless of whether Lender permits the use of any insurance proceeds to be used for restoration under paragraph 5 of this Deed of Trust; (d) pay when due all claims for labor performed and materials furnished in connection with the Mortgaged Property and not permit any mechanics' or materialman's lien to arise against the Mortgaged Property or furnish a loss or liability bond against such mechanics' or materialman's lien claims; (e) comply with all laws affecting the Mortgaged Property or requiring that any alterations, repairs, replacements, or improvements be made on it; (f) not commit or permit waste on or to the Mortgaged Property, or commit, suffer, or permit any act or violation of law to occur on it; (g) not abandon the Mortgaged Property; (h) cultivate, irrigate, fertilize, fumigate, and prune in accordance with prudent agricultural practices; (i) if required by Lender, provide for management satisfactory to Lender under a management contract approved by Lender; (j) notify Lender in writing of any condition at or on the Mortgaged Property that may have a significant and measurable effect on its market value; (k) if the Mortgaged Property is rental property, generally operate and maintain it in such manner as to realize its maximum rental potential; and (l) do all other things that the character or use of the

Mortgaged Property may reasonably render necessary to maintain it in the same condition (reasonable wear and tear expected) as existed at the date of this Deed of Trust.

3. **Use of Mortgaged Property.** Unless otherwise required by Governmental Requirements or unless Lender otherwise consents in writing, Borrower shall not allow changes in the use of the Mortgaged Property from that which is contemplated by Borrower and Lender at the time of execution of this Deed of Trust, as specified in the loan application and the Loan Documents. Borrower shall not initiate or acquiesce in a change in the zoning classification of the Mortgaged Property without Lender's prior written consent.

4. **Insurance.**

4.1. Casualty Insurance. Borrower shall at all times keep the Mortgaged Property insured for the benefit of Trustee and Lender as follows, despite Governmental Requirements that may detrimentally affect Borrower's ability to obtain or may materially increase the cost of such insurance coverage:

4.1.1. Against damage or loss by fire and such other hazards (including lightning, windstorm, hail, explosion, riot, acts of striking employees, civil commotion, vandalism, malicious mischief, aircraft, vehicle, and smoke) as are covered by the broadest form of extended coverage endorsement available from time to time, in an amount not less than the full insurable value (as defined in paragraph 4.9) of the Mortgaged Property, with a deductible amount not to exceed an amount satisfactory to Lender;

4.1.2. Rent loss or business interruption or use and occupancy insurance on such basis and in such amounts and with such deductibles as are satisfactory to Lender;

4.1.3. Against damage or loss by flood if the Land is located in an area identified by the Secretary of Housing and Urban Development or any successor or other appropriate authority (governmental or private) as an area having special flood hazards and in which flood insurance is available under the National Flood Insurance Act of 1968 or the Flood Disaster Protection Act of 1973, as amended, modified, supplemented, or replaced from time to time, on such basis and in such amounts as Lender may require;

4.1.4. Against damage or loss from (a) sprinkler system leakage and (b) boilers, boiler tanks, heating and air conditioning equipment, pressure vessels, auxiliary piping, and similar apparatus, on such basis and in such amounts as Lender may require;

4.1.5. During any alteration, construction, or replacement of the Improvements, or any substantial portion of it, a Builder's All Risk policy with extended coverage with course of construction and completed value endorsements, for an amount at least equal to the full insurable value of the Improvements, and workers' compensation, in statutory amounts, with provision for replacement with the coverage described in paragraph 4.1, without gaps or lapsed coverage, for any completed portion of the Improvements; and

4.1.6. Against damage or loss by earthquake, in an amount and with a deductible satisfactory to Lender, if such insurance is required by Lender in the exercise of its business judgment in light of the commercial real estate practices existing at the time the insurance is issued and in the County where the Land is located.

4.2. Liability Insurance. Borrower shall procure and maintain workers' compensation insurance for Borrower's employees and comprehensive general liability insurance covering Borrower, Trustee, and Lender against claims for bodily injury or death or for damage occurring in, on, about, or resulting from the Mortgaged Property, or any street, drive, sidewalk, curb, or passageway adjacent to it, in standard form and with such insurance company or companies and in an amount of at least $5,000,000.00 combined single limit, or such greater amount as Lender may require, which insurance shall include completed operations, product liability, and blanket contractual liability coverage that insures contractual liability under the indemnifications set forth in this Deed of Trust and the Loan Documents (but such coverage or its amount shall in no way limit such indemnification).

4.3. Other Insurance. Borrower shall procure and maintain such other insurance or such additional amounts of insurance, covering Borrower or the Mortgaged Property, as (a) may be required by the terms of any construction contract for the Improvements or by any Governmental Authority, (b) may be specified in any other Loan Documents, or (c) may be required by Lender from time to time.

4.4. Form of Policies. All insurance required under this paragraph 4 shall be fully paid for and nonassessable. The policies shall contain such provisions, endorsements, and expiration dates as Lender from time to time reasonably requests and shall be in such form and amounts, and be issued by such insurance companies doing business in the State of California, as Lender shall approve in Lender's sole and absolute discretion. Unless otherwise expressly approved in writing by Lender, each insurer shall have a Best Rating of Class A, Category VIII, or better. All policies shall (a) contain a waiver of subrogation endorsement; (b) provide that the policy will not lapse or be canceled, amended, or materially altered (including by reduction in the scope or limits of coverage) without at least 30 days prior written notice to Lender; (c) with the exception of the comprehensive general liability policy, contain a mortgagee's endorsement (438 BFU Endorsement or equivalent), and name Lender and Trustee as insureds; and (d) include such deductibles as Lender may approve. If a policy required under this paragraph contains

a co-insurance or overage clause, the policy shall include a stipulated value or agreed amount endorsement acceptable to Lender.

4.5. Duplicate Originals or Certificates. Duplicate original policies evidencing the insurance required under this paragraph 4 and any additional insurance that may be purchased on the Mortgaged Property by or on behalf of Borrower shall be deposited with and held by Lender and, in addition, Borrower shall deliver to Lender (a) receipts evidencing payment of all premiums on the policies and (b) duplicate original renewal policies or a binder with evidence satisfactory to Lender of payment of all premiums at least 30 days before the policy expires. In lieu of the duplicate original policies to be delivered to Lender under this paragraph 4.5, Borrower may deliver an underlier of any blanket policy, and Borrower may also deliver original certificates from the issuing insurance company, evidencing that such policies are in full force and effect and containing information that, in Lender's reasonable judgment, is sufficient to allow Lender to ascertain whether such policies comply with the requirements of this paragraph.

4.6. Increased Coverage. If Lender determines that the limits of any insurance carried by Borrower are inadequate or that additional coverage is required, Borrower shall, within 10 days after written notice from Lender, procure such additional coverage as Lender may require in Lender's sole and absolute discretion.

4.7. No Separate Insurance. Borrower shall not carry separate or additional insurance concurrent in form or contributing in the event of loss with that required under this paragraph 4 unless endorsed in favor of Trustee and Lender as required by this paragraph and otherwise approved by Lender in all respects.

4.8. Transfer of Title. In the event of foreclosure of this Deed of Trust or other transfer of title or assignment of the Mortgaged Property in extinguishment, in whole or in part, of the Obligations and the Indebtedness, all right, title, and interest of Borrower in and to all insurance policies required under this paragraph 4 or otherwise then in force with respect to the Mortgaged Property and all proceeds payable under, and unearned premiums on, such policies shall immediately vest in the purchaser or other transferee of the Mortgaged Property.

4.9. Replacement Cost. For purposes of this paragraph 4, the term "full insurable value" means the actual cost of replacing the Mortgaged Property in question, without allowance for depreciation, as calculated from time to time (but not more often than once every calendar year) by the insurance company or companies holding such insurance or, at Lender's request, by appraisal made by an appraiser, engineer, architect, or contractor proposed by Borrower and approved by said insurance company or companies and Lender. Borrower shall pay the cost of such appraisal.

4.10. Approval Not Warranty. No approval by Lender of any insurer may be construed to be a representation, certification, or warranty of its solvency and no approval by Lender as to the amount, type, or form of any insurance may be construed to be a representation, certification, or warranty of its sufficiency.

4.11. Lender's Right to Obtain. Borrower shall deliver to Lender original policies or certificates evidencing such insurance at least 30 days before the existing policies expire. If any such policy is not so delivered to Lender or if any such policy is canceled, whether or not Lender has the policy in its possession, and no reinstatement or replacement policy is received before termination of insurance, Lender, without notice to or demand on Borrower, may (but is not obligated to) obtain such insurance insuring only Lender and Trustee with such company as Lender may deem satisfactory, and pay the premium for such policies, and the amount of any premium so paid shall be charged to and promptly paid by Borrower or, at Lender's option, may be added to the Indebtedness. Borrower acknowledges that, if Lender obtains insurance, it is for the sole benefit of Lender and Trustee, and Borrower shall not rely on any insurance obtained by Lender to protect Borrower in any way.

4.12. Duty to Restore After Casualty. If any act or occurrence of any kind or nature (including any casualty for which insurance was not obtained or obtainable) results in damage to or loss or destruction of the Mortgaged Property, Borrower shall immediately give notice of such loss or damage to Lender and, if Lender so instructs, shall promptly, at Borrower's sole cost and expense, regardless of whether any insurance proceeds will be sufficient for the purpose, commence and continue diligently to completion to restore, repair, replace, and rebuild the Mortgaged Property as nearly as possible to its value, condition, and character immediately before the damage, loss, or destruction.

5. Condemnation and Insurance Proceeds.

5.1. Assignment to Lender. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of or damage or injury to the Mortgaged Property, or any part of it, or for conveyance in lieu of condemnation, are assigned to and shall be paid to Lender, regardless of whether Lender's security is impaired. All causes of action, whether accrued before or after the date of this Deed of Trust, of all types for damages or injury to the Mortgaged Property or any part of it, or in connection with any transaction financed by funds lent to Borrower by Lender and secured by this Deed of Trust, or in connection with or affecting the Mortgaged Property or any part of it, including, without limitation, causes of action arising in tort or contract or

in equity, are assigned to Lender as additional security, and the proceeds shall be paid to Lender. Lender, at its option, may appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement of such action. Borrower shall notify Lender in writing immediately on obtaining knowledge of any casualty damage to the Mortgaged Property or damage in any other manner in excess of $5,000.00 or knowledge of the institution of any proceeding relating to condemnation or other taking of or damage or injury to all or any portion of the Mortgaged Property. Lender, in its sole and absolute discretion, may participate in any such proceedings and may join Borrower in adjusting any loss covered by insurance. Borrower covenants and agrees with Lender, at Lender's request, to make, execute, and deliver, at Borrower's expense, any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid award or awards, causes of action, or claims of damages or proceeds to Lender free, clear, and discharged of any and all encumbrances of any kind or nature.

5.2. Insurance Payments. All compensation, awards, proceeds, damages, claims, insurance recoveries, rights of action, and payments that Borrower may receive or to which Lender may become entitled with respect to the Mortgaged Property if any damage or injury occurs to the Mortgaged Property, other than by a partial condemnation or other partial taking of the Mortgaged Property, shall be paid over to Lender and shall be applied first toward reimbursement of all costs and expenses of Lender in connection with their recovery and disbursement, and shall then be applied as follows:

5.2.1. Lender shall consent to the application of such payments to the restoration of the Mortgaged Property so damaged only if Borrower has met all the following conditions (a breach of one of which shall constitute a default under this Deed of Trust, the Note, and any Loan Documents): (a) Borrower is not in default under any of the terms, covenants, and conditions of the Loan Documents; (b) all then-existing Leases affected in any way by such damage will continue in full force and effect; (c) Lender is satisfied that the insurance or award proceeds, plus any sums added by Borrower, shall be sufficient to fully restore and rebuild the Mortgaged Property under then current Governmental Requirements; (d) within 60 days after the damage to the Mortgaged Property, Borrower presents to Lender a restoration plan satisfactory to Lender and any local planning department, which includes cost estimates and schedules; (e) construction and completion of restoration and rebuilding of the Mortgaged Property shall be completed in accordance with plans and specifications and drawings submitted to Lender within 30 days after receipt by Lender of the restoration plan and thereafter approved by Lender, which plans, specifications, and drawings shall not be substantially modified, changed, or revised without Lender's prior written consent; (f) within 3 months after such damage, Borrower and a licensed contractor satisfactory to Lender enter into a fixed price or guaranteed maximum price contract satisfactory to Lender, providing for complete restoration in accordance with such restoration plan for an amount not to exceed the amount of funds held or to be held by Lender; (g) all restoration of the Improvements so damaged or destroyed shall be made with reasonable promptness and shall be of a value at least equal to the value of the Improvements so damaged or destroyed before such damage or destruction; (h) Lender reasonably determines that there is an identified source (whether from income from the Mortgaged Property, rental loss insurance, or another source) sufficient to pay all debt service and operating expenses of the Mortgaged Property during its restoration as required above; and (i) any and all funds that are made available for restoration and rebuilding under this paragraph 5 shall be disbursed, at Lender's sole and absolute discretion to Lender, through Lender, the Trustee, or a title insurance or trust company satisfactory to Lender, in accordance with standard construction lending practices, including a reasonable fee payable to Lender from such funds and, if Lender requests, mechanics' lien waivers and title insurance date-downs, and the provision of payment and performance bonds by Borrower, or in any other manner approved by Lender in Lender's sole and absolute discretion; or

5.2.2. If fewer than all conditions (a) through (i) in paragraph 5.2.1 are satisfied, then such payments shall be applied in the sole and absolute discretion of Lender (a) to the payment or prepayment, with any applicable prepayment premium, of any Indebtedness secured by this Deed of Trust in such order as Lender may determine, or (b) to the reimbursement of Borrower's expenses incurred in the rebuilding and restoration of the Mortgaged Property. If Lender elects under this paragraph 5.2.2 to make any funds available to restore the Mortgaged Property, then all of conditions (a) through (i) in paragraph 5.2.1 shall apply, except for such conditions that Lender, in its sole and absolute discretion, may waive.

5.3. Material Loss Not Covered. If any material part of the Mortgaged Property is damaged or destroyed and the loss, measured by the replacement cost of the Improvements according to then current Governmental Requirements, is not adequately covered by insurance proceeds collected or in the process of collection, Borrower shall deposit with Lender, within 30 days after Lender's request, the amount of the loss not so covered.

5.4. Total Condemnation Payments. All compensation, awards, proceeds, damages, claims, insurance recoveries, rights of action, and payments that Borrower may receive or to which Borrower may become entitled with respect to the Mortgaged Property in the event of a total condemnation or other total taking of the Mortgaged Property shall be paid over to Lender and shall be applied first to reimbursement of all Lender's costs and expenses in connection with their recovery, and shall then be applied to the payment of any Indebtedness secured by this Deed of Trust in such order as Lender may determine, until the Indebtedness secured by this Deed of Trust has been paid and satisfied in full. Any surplus remaining after payment and satisfaction of the Indebtedness secured by this Deed of Trust shall be paid to Borrower as its interest may then appear.

5.5. Partial Condemnation Payments. All compensation, awards, proceeds, damages, claims, insurance recoveries, rights of action, and payments ("funds") that Borrower may receive or to which Borrower may become entitled with respect to the Mortgaged Property in the event of a partial condemnation or other partial taking of the Mortgaged Property, unless Borrower and Lender otherwise agree in writing, shall be divided into two portions, one equal to the principal balance of the Note at the time of receipt of such funds and the other equal to the amount by which such funds exceed the principal balance of the Note at the time of receipt of such funds. The first such portion shall be applied to the sums secured by this Deed of Trust, whether or not then due, including but not limited to principal, accrued interest, and advances, and in such order or combination as Lender may determine, with the balance of the funds paid to Borrower. Any dispute as to the fair market value of the Mortgaged Property shall be settled by arbitration in accordance with the Real Estate Valuation Arbitration Rules of the American Arbitration Association.

5.6. No Cure of Waiver of Default. Any application of such amounts or any portion of it to any Indebtedness secured by this Deed of Trust shall not be construed to cure or waive any default or notice of default under this Deed of Trust or invalidate any act done under any such default or notice.

6. Taxes and Other Sums Due. Borrower shall promptly pay, satisfy, and discharge: (a) all Impositions affecting the Mortgaged Property before they become delinquent; (b) such other amounts, chargeable against Borrower or the Mortgaged Property, as Lender reasonably deems necessary to protect and preserve the Mortgaged Property, this Deed of Trust, or Lender's security for the performance of the Obligations; (c) all encumbrances, charges, and liens on the Mortgaged Property, with interest, which in Lender's judgment are, or appear to be, prior or superior to the lien of this Deed of Trust or all costs necessary to obtain protection against such lien or charge by title insurance endorsement or surety company bond; (d) such other charges as Lender deems reasonable for services rendered by Lender at Borrower's request; and (e) all costs, fees, and expenses incurred by Lender in connection with this Deed of Trust, whether or not specified in this Deed of Trust.

On Lender's request, Borrower shall promptly furnish Lender with all notices of sums due for any amounts specified in the preceding clauses 6(a) through (e), and, on payment, with written evidence of such payment. If Borrower fails to promptly make any payment required under this paragraph 6, Lender may (but is not obligated to) make such payment. In the event Lender advances funds for the payment of property taxes, insurance, assessments, or other amounts due on the Mortgaged Property, Lender shall provide Borrower with written notice of the amounts paid on Borrower's behalf. Within ten (10) calendar days of the date of the written notice, Borrower shall deposit such amounts in Borrower's bank account and Lender shall collect the payment for the amounts advanced via electronic funds transfer from Borrower's bank account.

7. Leases of Mortgaged Property by Borrower. At Lender's request, Borrower shall furnish Lender with executed copies of all Leases of the Mortgaged Property or any portion of it then in force. If Lender so requires, all Leases later entered into by Borrower are subject to Lender's prior review and approval and must be acceptable to Lender in form and content. Each Lease must specifically provide, inter alia, that (a) it is subordinate to the lien of this Deed of Trust; (b) the tenant attorns to Lender (and Borrower consents to any such attornment), such attornment to be effective on Lender's acquisition of title to the Mortgaged Property; (c) the tenant agrees to execute such further evidence of attornment as Lender may from time to time request; (d) the tenant's attornment shall not be terminated by foreclosure; and (e) Lender, at Lender's option, may accept or reject such attornment. If Borrower learns that any tenant proposes to do, or is doing, any act that may give rise to any right of setoff against rent, Borrower shall immediately (i) take measures reasonably calculated to prevent the accrual of any such right of setoff; (ii) notify Lender of all measures so taken and of the amount of any setoff claimed by any such tenant; and (iii) within 10 days after the accrual of any right of setoff against rent, reimburse any tenant who has acquired such right, in full, or take other measures that will effectively discharge such setoff and ensure that rents subsequently due shall continue to be payable without claim of setoff or deduction.

At Lender's request, Borrower shall assign to Lender, by written instrument satisfactory to Lender, all Leases of the Mortgaged Property, and all security deposits made by tenants in connection with such Leases. On assignment to Lender of any such Lease, Lender shall succeed to all rights and powers of Borrower with respect to

such Lease, and Lender, in Lender's sole and absolute discretion, shall have the right to modify, extend, or terminate such Lease and to execute other further leases with respect to the Mortgaged Property that is the subject of such assigned Lease.

Neither Borrower, tenant nor any other occupant of the Mortgaged Property shall use the Mortgaged Property, except in compliance with all applicable federal, state, and local laws, ordinances, rules and regulations; nor shall Borrower, tenant or any other occupant cause the Mortgaged Property to become subject to any use that is not in compliance with all applicable federal, state, and local laws, ordinances, rules and regulations.

If Borrower suspects any tenant or other occupant of the Mortgaged Property is using the Mortgaged Property in a manner that is not in compliance with any Governmental Requirement to which Borrower, tenant, or any other occupant of the Mortgaged Property is subject, Borrower shall immediately take appropriate action to remedy the violation, and shall notify Lender of any potential violation within one (1) day of discovery of any such potential violation. In accordance with section 19.14 below, any potential violation by a tenant or any other occupant of the Mortgaged Property of any Governmental Requirement is an Event of Default under the terms of the Note and this Deed of Trust, , then Lender, at Lender's option, may, without prior notice, declare all sums secured by this Deed of Trust, regardless of their stated due date(s), immediately due and payable and may exercise all rights and remedies in this Deed of Trust, including those in paragraph 21.

8. **Right to Collect and Receive Rents.** Despite any other provision of this Deed of Trust, Lender grants permission to Borrower to collect and retain the Rents of the Mortgaged Property as they become due and payable; however, such permission to Borrower shall be automatically revoked on default by Borrower in payment of any Indebtedness secured by this Deed of Trust or in the performance of any of the Obligations, and Lender shall have the rights set forth in California Civil Code §2938 regardless of whether declaration of default has been delivered to Trustee as provided in paragraph 21 of this Deed of Trust, and without regard to the adequacy of the security for the Indebtedness secured by this Deed of Trust. Failure of or discontinuance by Lender at any time, or from time to time, to collect any such Rents shall not in any manner affect the subsequent enforcement by Lender at any time, or from time to time, of the right, power, and authority to collect these Rents. The receipt and application by Lender of all such Rents under this Deed of Trust, after execution and delivery of declaration of default and demand for sale as provided in this Deed of Trust or during the pendency of trustee's sale proceedings under this Deed of Trust, shall neither cure such breach or default nor affect such sale proceedings, or any sale made under them, but such Rents, less all costs of operation, maintenance, collection, and Attorney Fees, when received by Lender, may be applied in reduction of the entire Indebtedness from time to time secured by this Deed of Trust, in such order as Lender may decide. Nothing in this Deed of Trust, nor the exercise of Lender's right to collect, nor an assumption by Lender of any tenancy, lease, or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Deed of Trust to, any such tenancy, lease, or option, shall be, or be construed to be, an affirmation by Lender of any tenancy, lease, or option.

If the Rents of the Mortgaged Property are not sufficient to meet the costs, if any, of taking control of and managing the Mortgaged Property and collecting the Rents, any funds expended by Lender for such purposes shall become an Indebtedness of Borrower to Lender secured by this Deed of Trust. Unless Lender and Borrower agree in writing to other terms of payment, such amounts shall be payable on notice from Lender to Borrower requesting such payment and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to Governmental Requirements, in which event the amounts shall bear interest at the highest rate that may be collected from Borrower under Governmental Requirements.

Borrower expressly understands and agrees that Lender will have no liability to Borrower or any other person for Lender's failure or inability to collect Rents from the Mortgaged Property or for failing to collect such Rents in an amount that is equal to the fair market rental value of the Mortgaged Property. Borrower understands and agrees that neither the assignment of Rents to Lender nor the exercise by Lender of any of its rights or remedies under this Deed of Trust shall be deemed to make Lender a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Mortgaged Property or the use, occupancy, enjoyment, or operation of all or any portion of it, unless and until Lender, in person or by agent, assumes actual possession of it. Nor shall appointment of a receiver for the Mortgaged Property by any court at the request of Lender or by agreement with Borrower, or the entering into possession of the Mortgaged Property or any part of it by such receiver be deemed to make Lender a mortgagee-in-possession or otherwise responsible or liable in any manner with respect to the Mortgaged Property or the use, occupancy, enjoyment, or operation of all or any portion of it.

During an Event of Default, any and all Rents collected or received by Borrower shall be accepted and held for Lender in trust and shall not be commingled with Borrower's funds and property, but shall be promptly paid over to Lender.

9. **Funds for Taxes and Insurance.** If Borrower is in default under this Deed of Trust or any of the Loan Documents, regardless of whether the default has been cured, then Lender may at any subsequent time, at its option to be exercised on 30 days written notice to Borrower, require Borrower to deposit with Lender or its designee, at the time of each payment of an installment of interest or principal under the Note, an additional amount sufficient to discharge the obligations of Borrower under the Note and this Deed of Trust as they become due. The calculation of the amount payable and of the fractional part of it to be deposited with Lender shall be made by Lender in its sole and absolute discretion. These amounts shall be held by Lender or its designee not in trust and not as agent of Borrower and shall not bear interest, and shall be applied to the payment of any of the Obligations under the Loan Documents in such order or priority as Lender shall determine. If at any time within 30 days before the due date of these obligations the amounts then on deposit shall be insufficient to pay the obligations under the Note and this Deed of Trust in full, Borrower shall deposit the amount of the deficiency with Lender within 10 days after Lender's demand. If the amounts deposited are in excess of the actual obligations for which they were deposited, Lender may refund any such excess, or, at its option, may hold the excess in a reserve account, not in trust and not bearing interest, and reduce proportionately the required monthly deposits for the ensuing year. Nothing in this paragraph shall be deemed to affect any right or remedy of Lender under any other provision of this Deed of Trust or under any statute or rule of law to pay any such amount and to add the amount so paid to the Indebtedness secured by this Deed of Trust. Lender shall have no obligation to pay insurance premiums or taxes except to the extent the fund established under this paragraph is sufficient to pay such premiums or taxes, to obtain insurance, or to notify Borrower of any matters relative to the insurance or taxes for which the fund is established under this paragraph.

Lender or its designee shall hold all amounts so deposited as additional security for the sums secured by this Deed of Trust. Lender may, in its sole and absolute discretion and without regard to the adequacy of its security under this Deed of Trust, apply such amounts or any portion of it to any Indebtedness secured by this Deed of Trust, and such application shall not be construed to cure or waive any default or notice of default under this Deed of Trust.

If Lender requires deposits to be made under this paragraph 9, Borrower shall deliver to Lender all tax bills, bond and assessment statements, statements for insurance premiums, and statements for any other obligations referred to above as soon as Borrower receives such documents.

If Lender sells or assigns this Deed of Trust, Lender shall have the right to transfer all amounts deposited under this paragraph 9 to the purchaser or assignee. After such a transfer, Lender shall be relieved and have no further liability under this Deed of Trust for the application of such deposits, and Borrower shall look solely to such purchaser or assignee for such application and for all responsibility relating to such deposits.

10. **Assignment of Causes of Action, Awards, and Damages.** All causes of action, and all sums due or payable to Borrower for injury or damage to the Mortgaged Property, or as damages incurred in connection with the transactions in which the Loan secured by this Deed of Trust was made, including, without limitation, causes of action and damages for breach of contract, fraud, concealment, construction defects, or other torts, or compensation for any conveyance in lieu of condemnation, are assigned to Lender, and all proceeds from such causes of action and all such sums shall be paid to Lender for credit against the Indebtedness secured by this Deed of Trust. Borrower shall notify Lender immediately on receipt by Borrower of notice that any such sums have become due or payable and, immediately on receipt of any such sums, shall promptly remit such sums to Lender.

After deducting all expenses, including Attorney Fees, incurred by Lender in recovering or collecting any sums under this paragraph 10, Lender may apply or release the balance of any funds received by it under this paragraph, or any part of such balance, as it elects. Lender, at its option, may appear in and prosecute in its own name any action or proceeding to enforce any cause of action assigned to it under this paragraph and may make any compromise or settlement in such action whatsoever. Borrower covenants that it shall execute and deliver to Lender such further assignments of any such compensation awards, damages, or causes of action as Lender may request from time to time. If Lender fails or does not elect to prosecute any such action or proceeding and Borrower elects to do so, Borrower may conduct the action or proceeding at its own expense and risk.

11. **Defense of Deed of Trust; Litigation.** Borrower shall give Lender immediate written notice of any action or proceeding (including, without limitation, any judicial, whether civil, criminal, or probate, or nonjudicial proceeding to foreclose the lien of a junior or senior mortgage or deed of trust) affecting or purporting to affect the Mortgaged Property, this Deed of Trust, Lender's security for the performance of the Obligations and payment of the Indebtedness, or the rights or powers of Lender or Trustee under the Loan Documents. Despite any other provision of this Deed of Trust, Borrower agrees that Lender or Trustee may (but is not obligated to) commence, appear in, prosecute, defend, compromise, and settle, in Lender's or Borrower's name, and as attorney-in-fact for Borrower, and incur necessary costs and expenses, including Attorney Fees in so doing, any action or proceeding, whether a civil, criminal, or probate judicial matter, nonjudicial proceeding, arbitration, or other alternative dispute

resolution procedure, reasonably necessary to preserve or protect, or affecting or purporting to affect, the Mortgaged Property, this Deed of Trust, Lender's security for performance of the Obligations and payment of the Indebtedness, or the rights or powers of Lender or Trustee under the Loan Documents, and that if neither Lender nor Trustee elects to do so, Borrower shall commence, appear in, prosecute, and defend any such action or proceeding. Borrower shall pay all costs and expenses of Lender and Trustee, including costs of evidence of title and Attorney Fees, in any such action or proceeding in which Lender or Trustee may appear or for which legal counsel is sought, whether by virtue of being made a party defendant or otherwise, and whether or not the interest of Lender or Trustee in the Mortgaged Property is directly questioned in such action or proceeding, including, without limitation, any action for the condemnation or partition of all or any portion of the Mortgaged Property and any action brought by Lender to foreclose this Deed of Trust or to enforce any of its terms or provisions.

12. **Borrower's Failure to Comply With Deed of Trust.** If Borrower fails to make any payment or do any act required by this Deed of Trust, or if there is any action or proceeding (including, without limitation, any judicial or nonjudicial proceeding to foreclose the lien of a junior or senior mortgage or deed of trust) affecting or purporting to affect the Mortgaged Property, this Deed of Trust, Lender's security for the performance of the Obligations and payment of the Indebtedness, or the rights or powers of Lender or Trustee under the Note or this Deed of Trust, Lender or Trustee may (but is not obligated to) (a) make any such payment or do any such act in such manner and to such extent as either deems necessary to preserve or protect the Mortgaged Property, this Deed of Trust, or Lender's security for the performance of Borrower's Obligations and payment of the Indebtedness, or the rights or powers of Lender or Trustee under the Loan Documents, Lender and Trustee being authorized to enter on the Mortgaged Property for any such purpose; and (b) in exercising any such power, pay necessary expenses, retain attorneys, and pay Attorney Fees incurred in connection with such action, without notice to or demand on Borrower and without releasing Borrower from any Obligations or Indebtedness.

13. **Sums Advanced to Bear Interest and to Be Secured by Security Instrument.** At Lender's request, Borrower shall immediately pay any sums advanced or paid by Lender or Trustee under any provision of this Security Instrument or the other Loan Documents. Until so repaid, all such sums and all other sums payable to Lender or Trustee shall be added to, and become a part of, the Indebtedness secured by this Security Instrument and bear interest from the date of advancement or payment by Lender or Trustee at the Default Rate as provided in the Note, regardless of whether an Event of Default has occurred, unless payment of interest at such rate would be contrary to Governmental Requirements. All sums advanced by Lender under this Security Instrument or the other Loan Documents, shall have the same priority to which the Security Instrument otherwise would be entitled as of the date this Security Instrument is executed and recorded, without regard to the fact that any such future advances may occur after this Security Instrument is executed and shall conclusively be deemed to be mandatory advances required to preserve and protect this Security Instrument and Lender's security for the performance of the Obligations and payment of the Indebtedness, and shall be secured by this Security Instrument to the same extent and with the same priority as the principal and interest payable under the Note.

14. **Inspection of Mortgaged Property.** In addition to any rights Lender may have under California Civil Code §2929.5, Lender may make, or authorize other persons, including, but not limited to, appraisers and prospective purchasers at any foreclosure sale commenced by Lender, to enter on or inspect the Mortgaged Property at reasonable times and for reasonable durations. Borrower shall permit all such entries and inspections to be made as long as Lender has given Borrower written notice of such inspection at least 24 hours before the entry and inspection.

15. **Financial Statements; Estoppel Certificates.**

15.1. **Borrower's Financial Statements.** On receipt of Lender's written request and without expense to Lender, Borrower shall furnish to Lender (a) an annual statement of the operation of the Mortgaged Property prepared and certified by Borrower, showing in reasonable detail satisfactory to Lender total Rents received and total expenses together with an annual balance sheet and profit and loss statement, within 90 days after the close of each fiscal year of Borrower, beginning with the fiscal year first ending after the date of recordation of this Deed of Trust; (b) within 30 days after the end of each calendar quarter (March 31, June 30, September 30, December 31) interim statements of the operation of the Mortgaged Property showing in reasonable detail satisfactory to Lender total Rents and other income and receipts received and total expenses for the previous quarter, certified by Borrower; and (c) copies of Borrower's annual state and federal income tax returns within 30 days after filing them. Borrower shall keep accurate books and records, and allow Lender, its representatives and agents, on notice, at any time during normal business hours, access to such books and records regarding acquisition, construction, and development of the Mortgaged Property, including any supporting or related vouchers or papers, shall allow Lender to make extracts or copies of any such papers, and shall furnish to Lender and its agents convenient facilities for the audit of any such statements, books, and records.

15.2. **Recordkeeping.** Borrower shall keep adequate records and books of account in accordance with generally accepted accounting principles and practices and shall permit Lender, by its agents, accountants, and attorneys, to examine Borrower's records and books of account and to discuss the affairs, finances, and accounts of Borrower with the officers of Borrower, at such reasonable times as Lender may request.

15.3. **Guarantors' Financial Statements.** Except to the extent already required by paragraph 15.1, Borrower, its controlling shareholders, and all guarantors of the Indebtedness, if any, shall deliver to Lender with reasonable promptness after the close of their respective fiscal years a balance sheet and profit and loss statement, prepared by an independent certified public accountant satisfactory to Lender, setting forth in each case, in comparative form, figures for the preceding year, which statements shall be accompanied by the unqualified opinion of such accountant as to their accuracy. Throughout the term of this Deed of Trust, Borrower and any guarantor shall deliver, with reasonable promptness, to Lender such other information with respect to Borrower or guarantor as Lender may from time to time request. All financial statements of Borrower or guarantor shall be prepared in accordance with generally accepted accounting principles and practices applied on a consistent basis and shall be delivered in duplicate. Documents and information submitted by Borrower to Lender are submitted confidentially, and Lender shall not disclose them to third parties and shall limit access to them to what is necessary to service the loan, accomplish the normal administrative, accounting, tax-reporting, and other necessary functions, to sell all or any part of the loan and to report such information as required to the Comptroller of the Currency, the Federal Deposit Insurance Corporation, the Internal Revenue Service, and similar entities.

15.4. **Estoppel Certificates.** Within 10 days after Lender's request for such information, Borrower shall execute and deliver to Lender, and to any third party designated by Lender, in recordable form, a certificate of the principal financial or accounting officer of Borrower, dated within 3 days after delivery of such statements, or the date of such request, as the case may be, reciting that the Loan Documents are unmodified and in full force and effect, or that the Loan Documents are in full force and effect as modified and specifying all modifications asserted by Borrower. Such certificate shall also recite the amount of the Indebtedness and cover other matters with respect to the Indebtedness or Obligations as Lender may reasonably require, the date(s) through which payments due on the Indebtedness have been paid and the amount(s) of any payments previously made on the Indebtedness. The certificate shall include a detailed statement of any right of setoff, counterclaim, or other defense that Borrower contends exists against the Indebtedness or the Obligations; a statement that such person knows of no Event of Default or prospective Event of Default that has occurred and is continuing, or, if any Event of Default or prospective Event of Default has occurred and is continuing, a statement specifying the nature and period of its existence and what action Borrower has taken or proposes to take with respect to such matter; and, except as otherwise specified, a statement that Borrower has fulfilled all Obligations that are required to be fulfilled on or before the date of such certificate.

15.5. **Failure to Deliver Estoppel Certificate.** If Borrower fails to execute and deliver the certificate required by paragraph 15.4 within such 10-day period, (a) the Loan Documents shall, as to Borrower, conclusively be deemed to be either in full force and effect, without modification, or in full force and effect, modified in the manner and to the extent specified by Lender, whichever Lender reasonably and in good faith may represent; (b) the Indebtedness shall, as to Borrower, conclusively be deemed to be in the amount specified by Lender and no setoffs, counterclaims, or other defenses exist against the Indebtedness; and (c) Borrower shall conclusively be deemed to have irrevocably constituted and appointed Lender as Borrower's special attorney-in-fact to execute and deliver such certificate to any third party.

15.6. **Reliance on Estoppel Certificate.** Borrower and Lender expressly agree that any certificate executed and delivered by Borrower, or any representation in lieu of a certificate made by Lender under paragraph 15.5, may be relied on by any prospective purchaser or any prospective assignee of any interest of Lender in the Note and other Indebtedness secured by this Deed of Trust or in the Mortgaged Property, and by any other person, without independent investigation or examination, to verify the accuracy, reasonableness, or good faith of the recitals in the certificate or representation.

15.7. **No Waiver of Default or Rights.** Lender's exercise of any right or remedy provided by this paragraph 15 shall not constitute a waiver of, or operate to cure, any default by Borrower under this Deed of Trust, or preclude any other right or remedy that is otherwise available to Lender under this Deed of Trust or Governmental Requirements.

16. **Uniform Commercial Code Security Agreement.** This Deed of Trust is intended to be and shall constitute a security agreement under the California Uniform Commercial Code for any of the Personalty specified as part of the Mortgaged Property that, under Governmental Requirements, may be subject to a security interest under the California Uniform Commercial Code, and Borrower grants to Lender a security interest in those items. Borrower authorizes Lender to file financing statements in all states, counties, and other jurisdictions as Lender may

elect, without Borrower's signature if permitted by law. Borrower agrees that Lender may file this Deed of Trust, or a copy of it, in the real estate records or other appropriate index or in the Office of the Secretary of State of the State of California and such other states as the Lender may elect, as a financing statement for any of the items specified above as part of the Mortgaged Property. Any reproduction of this Deed of Trust or executed duplicate original of this Deed of Trust, or a copy certified by a County Recorder in the State of California, or of any other security agreement or financing statement, shall be sufficient as a financing statement. In addition, Borrower agrees to execute and deliver to Lender, at Lender's request, any UCC financing statements, as well as any extensions, renewals, and amendments, and copies of this Deed of Trust in such form as Lender may require to perfect a security interest with respect to the Personalty. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases of such statements, and shall pay all reasonable costs and expenses of any record searches for financing statements that Lender may reasonably require. Without the prior written consent of Lender, Borrower shall not create or suffer to be created any other security interest in the items, including any replacements and additions.

On any Event of Default, Lender shall have the remedies of a secured party under the California Uniform Commercial Code and, at Lender's option, may also invoke the remedies in paragraph 21 of this Deed of Trust as to such items. In exercising any of these remedies, Lender may proceed against the items of Mortgaged Property and any items of Personalty separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the California Uniform Commercial Code or of the remedies in paragraph 21 of this Deed of Trust.

17. Fixture Filing. This Deed of Trust constitutes a financing statement filed as a fixture filing under California Commercial Code §9502(c), as amended or recodified from time to time, covering any portion of the Mortgaged Property that now is or later may become a fixture attached to the Mortgaged Property or to any Improvement.

18. Waiver of Statute of Limitations. Borrower waives the right to assert any statute of limitations as a defense to the Loan Documents and the Obligations secured by this Deed of Trust, to the fullest extent permitted by Governmental Requirements.

19. Events of Default. The term Event of Default as used in this Deed of Trust means the occurrence or happening, at any time and from time to time, of any one or more of the following:

19.1. Payment of Indebtedness. Borrower fails to pay any installment of interest and/or principal under the Note or any other Indebtedness when due and such failure continues for more than 10 days after the date such payment was due and payable whether on maturity, the date stipulated in any Loan Document, by acceleration, or otherwise.

19.2. Performance of Obligations. The failure, refusal, or neglect to perform and discharge fully and timely any of the Obligations as and when required.

19.3. Judgment. If any final judgment, order, or decree is rendered against Borrower or a guarantor and is not paid or executed on, or is not stayed by perfection of an appeal or other appropriate action, such as being bonded, or is not otherwise satisfied or disposed of to Lender's satisfaction within 30 days after entry of the judgment, order, or decree.

19.4. Voluntary Bankruptcy. If Borrower or any guarantor (a) seeks entry of an order for relief as a debtor in a proceeding under the Bankruptcy Code; (b) seeks, consents to, or does not contest the appointment of a receiver or trustee for itself or for all or any part of its property; (c) files a petition seeking relief under the bankruptcy, arrangement, reorganization, or other debtor relief laws of the United States or any state or any other competent jurisdiction; (d) makes a general assignment for the benefit of its creditors; or (e) states in writing its inability to pay its debts as they mature.

19.5. Involuntary Bankruptcy. If (a) a petition is filed against Borrower or any guarantor seeking relief under any bankruptcy, arrangement, reorganization, or other debtor relief laws of the United States or any state or other competent jurisdiction; or (b) a court of competent jurisdiction enters an order, judgment, or decree appointing, without the consent of Borrower or any guarantor, a receiver or trustee for it, or for all or any part of its property; and (c) such petition, order, judgment, or decree is not discharged or stayed within 90 days after its entry.

19.6. Foreclosure of Other Liens. If the holder of any lien or security interest on the Mortgaged Property (without implying Lender's consent to the existence, placing, creating, or permitting of any lien or security interest) institutes foreclosure or other proceedings to enforce its remedies thereunder and any such proceedings are not stayed or discharged within 60 days after institution of such foreclosure proceedings.

19.7. Sale, Lease, Encumbrance, or Other Transfer. Any sale, lease, exchange, assignment, conveyance, encumbrance (including, but not limited to PACE/HERO loans, any loans where payments are collected through property tax assessments, and super-voluntary liens which are deemed to have priority over the

lien of this Deed of Trust) (other than a Permitted Encumbrance), transfer of possession, or other disposition of all or any portion of the Land or Improvements or any of Borrower's interest in the Land or Improvement without Lender's prior written consent, or any sale, lease, exchange, assignment, conveyance, encumbrance (other than a Permitted Encumbrance), or other disposition of any portion of the Personalty, without Lender's prior written consent.

19.8. **Title and Lien Priority.** If Borrower's title to any or all of the Mortgaged Property or the status of this Deed of Trust as a first and prior lien and security interest on the Mortgaged Property is endangered in any manner, and Borrower fails to cure the same on Lender's demand; provided, however, that Borrower shall not be in default under this paragraph if Borrower is diligently pursuing a contest or cure of such title or lien issue and Borrower has posted adequate security to protect Lender's rights, interest, and priority under this Deed of Trust, as determined by Lender.

19.9. **Other Defaults.** The occurrence of an Event of Default or any default, as defined or described in the other Loan Documents, or the occurrence of a default on any Indebtedness or Obligations.

19.10. **Levy on Assets.** A levy on any of the assets of Borrower or any guarantor, and such levy is not stayed or abated within 60 days after such levy.

19.11. **Breach of Representations.** The breach of any representation, warranty, or covenant in this Deed of Trust or other Loan Documents.

19.12. **Default Under Prior Deed of Trust, Security Instrument, or Lien.** The failure to pay on a timely basis, or the occurrence of any other default under any note, deed of trust, contract of sale, lien, charge, encumbrance, or security interest encumbering or affecting the Mortgaged Property and having priority over the lien of this Deed of Trust.

19.13. **Failure to Deposit Funds in Bank Account Subject to ACH Withdrawals.** In the event Lender advances funds for the payment of property taxes, insurance, assessments, or other amounts due on the Mortgaged Property for the purpose of protecting Lender's priority lien position, the failure by Borrower to timely deposit funds in Borrower's bank account in an amount sufficient to repay Lender for the amounts advanced via electronic funds transfer from Borrower's bank account

19.14. **Violation of Governmental Requirements.** The failure of Borrower, any tenant, or any other occupant of the Mortgage Property to comply with any Governmental Requirement. In accordance with section 7 above, any potential violation by a tenant or other occupant of the Mortgaged Property of any Governmental Requirement is an Event of Default under the terms of the Note and this Deed of Trust, then Lender, at Lender's option, may, without prior notice, declare all sums secured by this Deed of Trust, regardless of their stated due date(s), immediately due and payable and may exercise all rights and remedies in this Deed of Trust, including those in paragraph 21.

19.15. **Failure to Unify Title.** Borrower's failure, not later than ninety (90) days following the date of advance of funds under the Note, to obtain and record a valid and enforceable grant deed conveying to Borrower all interest in the Property that may then be held by any person or entity other than Borrower, including but not limited to *"Farideh Afrakhteh, as to an undivided 4.251% interest."*

20. **Acceleration on Transfer or Encumbrance.**

20.1. **Acceleration on Transfer or Encumbrance of Mortgaged Property.** If Borrower sells, contracts to sell, gives an option to purchase, conveys, leases with an option to purchase, encumbers (including, but not limited to PACE/HERO loans, any loans where payments are collected through property tax assessments, and super-voluntary liens which are deemed to have priority over the lien of this Deed of Trust), or alienates the Mortgaged Property, or any interest in it, or suffers its title to, or any interest in, the Mortgaged Property to be divested, whether voluntarily or involuntarily; or if there is a sale or transfer of beneficial interests in Borrower equal to 25 percent or more of the beneficial ownership interests of Borrower outstanding at the date of this Deed of Trust; or if Borrower changes or permits to be changed the character or use of the Mortgaged Property, or drills or extracts or enters into any lease for the drilling or extracting of oil, gas, or other hydrocarbon substances or any mineral of any kind or character on the Mortgaged Property; or if title to such Mortgaged Property becomes subject to any lien or charge, voluntary or involuntary, contractual or statutory, without Lender's prior written consent, then Lender, at Lender's option, may, without prior notice, declare all sums secured by this Deed of Trust, regardless of their stated due date(s), immediately due and payable and may exercise all rights and remedies in this Deed of Trust, including those in paragraph 21.

20.2. **Replacement Personalty.** Despite the provisions of paragraph 20.1, Borrower may from time to time replace Personalty constituting a part of the Mortgaged Property, as long as (a) the replacements for such Personalty are of equivalent value and quality; (b) Borrower has good and clear title to such replacement Personalty free and clear of any and all liens, encumbrances, security interests, ownership interests, claims of title (contingent

or otherwise), or charges of any kind, or the rights of any conditional sellers, vendors, or any other third parties in or to such replacement Personalty have been expressly subordinated to the lien of the Deed of Trust in a manner satisfactory to Lender and at no cost to Lender; and (c) at Lender's option, Borrower provides at no cost to Lender satisfactory evidence that the Deed of Trust constitutes a valid and subsisting lien on and security interest in such replacement Personalty of the same priority as this Deed of Trust has on the Mortgaged Property and is not subject to being subordinated or its priority affected under any Governmental Requirements, including §9334 of the California Commercial Code.

20.3. Permitted Encumbrances. If Lender consents in writing, which consent may not be unreasonably withheld, the due-on-encumbrance provision set forth in paragraph 20.1 shall not apply to a junior voluntary deed of trust or mortgage lien in favor of another lender encumbering the Mortgaged Property (the principal balance of any such junior encumbrance shall be added to the principal balance of the Indebtedness for purposes of determining compliance with the financial covenants of the Note); as long as Borrower gives Lender at least 30 days written notice of the further encumbrance and reimburses Lender for all out-of-pocket costs and expenses incurred in connection with such encumbrance.

21. Acceleration and Sale on Default. If an Event of Default occurs, Lender, at its option, in addition to other remedies provided at law, may declare all sums secured by this Deed of Trust immediately due and payable by delivering to Trustee a written affidavit or declaration of default and demand for sale, executed by Lender and reciting facts demonstrating such default by Borrower, together with a written notice of default and election to sell the Mortgaged Property. Lender shall also deposit with Trustee the Note, this Deed of Trust, and documents evidencing any additional advances or expenditures secured by this Deed of Trust. On receipt by Trustee of such affidavit or declaration of default and such notice of default and election to sell, Trustee shall accept such election to sell as true and conclusive of all facts and statements in such affidavit or declaration of default and shall cause such notice of default and election to sell to be recorded as required by Governmental Requirements. On the expiration of such period as may then be required by Governmental Requirements following recordation of such notice of default, and after notice of sale has been given in the manner and for the period required by Governmental Requirement, Trustee, without demand on Borrower, shall sell the Mortgaged Property at the time and place fixed in such notice of sale, either in whole or in separate parcels, and in such order as Trustee may determine or Lender may direct (Borrower waives any right it may have under Governmental Requirements to direct the order of sale), at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale; provided, however, that Lender may offset its bid at such sale to the extent of the full amount owed to Lender under the Loan Documents, including, without limitation, Trustee's fees, expenses of sale, and costs, expenses, and Attorney Fees incurred by or on behalf of Lender in connection with collecting, litigating, or otherwise enforcing any right under the Loan Documents. Trustee may postpone the sale of all or any portion of the Mortgaged Property by public announcement made at the initial time and place of sale, and from time to time later by public announcement made at the time and place of sale fixed by the preceding postponement. Trustee shall deliver to the purchaser at such public auction its deed conveying the Mortgaged Property sold, but without any covenant or warranty, express or implied. The recital in such deed of any matter of fact concerning notices shall be conclusive proof of its truthfulness. Any person, including Borrower, Trustee, or Lender, may purchase at such sale.

The proceeds or avails of any sale made under or by virtue of this Deed of Trust, together with any other sums secured by this Deed of Trust, which then may be held by the Trustee or Lender or any other person, shall be applied as follows: (1) To the payment of the costs and expenses of such sale, including Trustee's fees, costs of title evidence, Attorney Fees, and reasonable compensation to Lender and its agents and consultants, and of any judicial proceedings in which the same costs and expenses of sale may be made, and of all expenses, liabilities, and advances made or incurred by the Trustee or Lender under this Deed of Trust, together with interest at the rate set forth in the Note on all advances made by the Trustee or Lender and all taxes or assessments, except any taxes, assessments, or other charges subject to which the Mortgaged Property was sold; (2) to the payment of the whole amount then due, owing, or unpaid on the Note for interest and principal, with interest on the unpaid principal at the Default Rate (as defined in the Note), from the due date of any such payment of principal until the same is paid; (3) to the payment of any other Indebtedness required to be paid by Borrower under any provision of this Deed of Trust, the Note, or any of the other Loan Documents; and (4) to the payment of the surplus, if any, to whomsoever may be lawfully entitled to receive it.

22. Borrower's Obligation to Notify Lender.

22.1 Bankruptcy, Insolvency, Transfer, or Encumbrance. Borrower shall notify Lender in writing, at or before the time of the occurrence of any event described in paragraphs 19 and 20 of this Deed of Trust, of such event and shall promptly furnish Lender with any and all information on such event that Lender may request.

22.2 **Government Notice.** Borrower shall give immediate written notice to Lender of any notice, proceeding or inquiry by any Governmental Authority. Borrower shall provide such notice to Lender within five (5) days of Borrower's knowledge, constructive or actual, of any such notice, proceeding or inquiry by any Government Authority.

23. **Waiver of Marshaling.** Despite the existence of interests in the Mortgaged Property other than that created by this Deed of Trust, and despite any other provision of this Deed of Trust, if Borrower defaults in paying the Indebtedness or in performing any Obligations, Lender shall have the right, in Lender's sole and absolute discretion, to establish the order in which the Mortgaged Property will be subjected to the remedies provided in this Deed of Trust and to establish the order in which all or any part of the Indebtedness secured by this Deed of Trust is satisfied from the proceeds realized on the exercise of the remedies provided in this Deed of Trust. Borrower and any person who now has or later acquires any interest in the Mortgaged Property with actual or constructive notice of this Deed of Trust waives any and all rights to require a marshaling of assets in connection with the exercise of any of the remedies provided in this Deed of Trust or otherwise provided by Governmental Requirements.

24. **Environmental Matters.**

24.1. **Borrower's Representations and Warranties.** Borrower represents and warrants to Lender that:

24.1.1. The Mortgaged Property and Borrower are not in violation of any Environmental Laws or subject to any existing, pending, or threatened investigation by any Governmental Authority under any Environmental Laws.

24.1.2. Borrower has not obtained and is not required by any Environmental Laws to obtain any permits or licenses to construct or use the Mortgaged Property or the Improvements.

24.1.3. Borrower has conducted an appropriate inquiry into previous uses and ownership of the Mortgaged Property, and after such inquiry determined that no Hazardous Substance has been disposed of, transported, or released on or at the Mortgaged Property.

24.1.4. No part of the Mortgaged Property is being used or, to the knowledge of Borrower, has been used at any previous time, for the disposal, storage, treatment, processing, transporting, or other handling of Hazardous Substances, nor is any part of the Mortgaged Property affected by any Hazardous Substance contamination.

24.1.5. To the best of Borrower's knowledge and belief, no real property adjoining the Mortgaged Property is being used, or has ever been used at any previous time, for the disposal, storage, treatment, processing, or other handling of Hazardous Substances, nor is any other real property adjoining the Mortgaged Property affected by Hazardous Substances contamination.

24.1.6. No investigation, administrative order, consent order or agreement, litigation, or settlement with respect to Hazardous Substances or Hazardous Substances contamination is proposed, threatened, anticipated, or in existence regarding the Mortgaged Property. The Mortgaged Property is not currently on, and to Borrower's knowledge, after diligent investigation and inquiry, has never been on, any federal or state "Superfund" or "Superlien" list.

24.1.7. Neither Borrower nor, to the best of Borrower's knowledge and belief, any tenant of any portion of the Mortgaged Property has received any notice from any Governmental Authority regarding any violation of any Environmental Laws.

24.1.8. The use that Borrower makes and intends to make of the Mortgaged Property shall not result in the disposal or release of any Hazardous Substances on, in, or to the Mortgaged Property.

24.1.9. Borrower shall not cause any violation of any Environmental Laws, nor permit any tenant of any portion of the Mortgaged Property to cause such a violation, nor permit any environmental liens to be placed on any portion of the Mortgaged Property.

24.1.10. Neither Borrower nor any third party shall use, generate, manufacture, store, release, discharge, or dispose of any Hazardous Substance on, under, or about the Mortgaged Property, or transport any Hazardous Substance to or from the Mortgaged Property.

24.2. **Survival of Representations and Warranties.** The foregoing representations and warranties shall be continuing and shall be true and correct for the period from the date of this instrument to the release of this Deed of Trust (whether by payment of the Indebtedness secured by this Deed of Trust or foreclosure or action in lieu of foreclosure), and these representations and warranties shall survive such release.

24.3. **Notice to Lender.** Borrower shall give prompt written notice to Lender of:

24.3.1. Any proceeding or inquiry by any Governmental Authority (including, without limitation, the California State Department of Health Services) regarding the presence or threatened presence of any Hazardous Substance on the Mortgaged Property;

24.3.2. All claims made or threatened by any third party against Borrower or the Mortgaged Property relating to any loss or injury resulting from any Hazardous Substance;

24.3.3. Any notice given to Borrower under California Civil Code §851(b); and

24.3.4. Borrower's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Mortgaged Property that could cause it or any part of it to be subject to any restrictions on the ownership, occupancy, transferability, or use of the Mortgaged Property under any Environmental Laws.

24.4. Lender's Right to Join Legal Actions. Lender shall have the right, at its option, but at Borrower's sole cost and expense, to join and participate in, as a party if it so elects, any legal proceedings or actions initiated by or against Borrower or the Mortgaged Property in connection with any Environmental Laws.

24.5. Borrower's Indemnity. Borrower shall indemnify, defend, and hold harmless Lender, its directors, officers, employees, agents, successors, and assigns from and against any loss, damage, cost, expense, or liability directly or indirectly arising from or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of a Hazardous Substance on, under, or about the Mortgaged Property, or any order, consent decree, or settlement relating to the cleanup of a Hazardous Substance, or any claims of loss, damage, liability, expense, or injury relating to or arising from, directly or indirectly, any disclosure by Lender to anyone of information, whether true or not, relative to a Hazardous Substance or Environmental Law violation, including, without limitation, Attorney Fees. This indemnity shall survive the release of this Deed of Trust (whether by payment of the Indebtedness secured by this Deed of Trust or foreclosure or action in lieu of foreclosure).

25. Trustee. The Trustee shall be deemed to have accepted the terms of this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. The Trustee shall not be obligated to notify any party to this Deed of Trust of any pending sale under any other deed of trust or of any action or proceeding in which Borrower, Lender, or Trustee is a party, unless such sale relates to or reasonably might affect the Mortgaged Property, this Deed of Trust, Lender's security for the payment of the Indebtedness and the performance of the Obligations, or the rights or powers of Lender or Trustee under the Loan Documents, or unless such action or proceeding has been instituted by Trustee against the Mortgaged Property, Borrower, or Lender.

26. Power of Trustee to Reconvey or Consent. At any time, without liability and without notice to Borrower, on Lender's written request and presentation of the Note and this Deed of Trust to Trustee for endorsement, and without altering or affecting (a) the personal liability of Borrower or any other person for the payment of the Indebtedness secured by this Deed of Trust, or (b) the lien of this Deed of Trust on the remainder of the Mortgaged Property as security for the repayment of the full amount of the Indebtedness then or later secured by this Deed of Trust, (c) or any right or power of Lender or Trustee with respect to the remainder of the Mortgaged Property, Trustee may (i) reconvey or release any part of the Mortgaged Property from the lien of this Deed of Trust; (ii) approve the preparation or filing of any map or plat of the Mortgaged Property; (iii) join in the granting of any easement burdening the Mortgaged Property; or (iv) enter into any extension or subordination agreement affecting the Mortgaged Property or the lien of this Deed of Trust.

27. Duty to Reconvey. On Lender's written request reciting that all sums secured hereby have been paid, surrender of the Note and this Deed of Trust to Trustee for cancellation and retention by Trustee, and payment by Borrower of any reconveyance fees customarily charged by Trustee, Trustee shall reconvey, without warranty, the Mortgaged Property then held by Trustee under this Deed of Trust. The recitals in such reconveyance of any matters of fact shall be conclusive proof of their truthfulness. The grantee in such reconveyance may be described as "the person or persons legally entitled to the Mortgaged Property." Such request and reconveyance shall operate as a reassignment of the Rents assigned to Lender in this Deed of Trust.

28. Substitution of Trustee. Lender, at Lender's option, may from time to time, by written instrument, substitute a successor or successors to any Trustee named in or acting under this Deed of Trust, which instrument, when executed and acknowledged by Lender and recorded in the office of the Recorder of the county or counties in which the Mortgaged Property is located, shall constitute conclusive proof of the proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the predecessor Trustee, succeed to all right, title, estate, powers, and duties of such predecessor Trustee, including, without limitation, the power to reconvey the Mortgaged Property. To be effective, the instrument must contain the names of the original Borrower, Trustee, and Lender under this Deed of Trust, the book and page or instrument or document number at which, and the county or counties in which, this Deed of Trust is recorded, and the name and address of the substitute Trustee. If any notice of default has been recorded under this Deed of Trust, this power of substitution cannot be exercised until all costs, fees, and expenses of the then acting Trustee have been paid. On such payment, the then acting Trustee shall endorse receipt of the payment on the instrument of substitution. The procedure provided in this paragraph for substitution of Trustees is not exclusive of other provisions for substitution provided by Governmental Requirements.

29. **No Waiver by Lender.** No waiver by Lender of any right or remedy provided by the Loan Documents or Governmental Requirements shall be effective unless such waiver is in writing and signed by two authorized officers of Lender. Waiver by Lender of any right or remedy granted to Lender under the Loan Documents or Governmental Requirements as to any transaction or occurrence shall not be deemed a waiver of any future transaction or occurrence. The acceptance of payment of any sum secured by this Deed of Trust after its due date, or the payment by Lender of any Indebtedness or the performance by Lender of any Obligations of Borrower under the Loan Documents, on Borrower's failure to do so, or the addition of any payment so made by Lender to the Indebtedness secured by this Deed of Trust, or the exercise of Lender's right to enter the Mortgaged Property and receive and collect the Rents from it, or the assertion by Lender of any other right or remedy under the Loan Documents, shall not constitute a waiver of Lender's right to require prompt performance of all other Obligations of Borrower under the Loan Documents and payment of the Indebtedness, or to exercise any other right or remedy under the Loan Documents for any failure by Borrower to timely and fully pay the Indebtedness and perform its Obligations under the Loan Documents. Lender may waive any right or remedy under the Loan Documents or Governmental Requirements without notice to or consent from Borrower, any guarantor of the Indebtedness and of Borrower's Obligations under the Loan Documents, or any holder or claimant of a lien or other interest in the Mortgaged Property that is junior to the lien of this Deed of Trust, and without incurring liability to Borrower or any other person by so doing.

30. **Consents and Modifications; Borrower and Lien Not Released.** Despite Borrower's default in the payment of any Indebtedness secured by this Deed of Trust or in the performance of any Obligations under this Deed of Trust or Borrower's breach of any obligation, covenant, or agreement in the Loan Documents, Lender, at Lender's option, without notice to or consent from Borrower, any guarantor of the Indebtedness and of Borrower's Obligations under the Loan Documents, or any holder or claimant of a lien or interest in the Mortgaged Property that is junior to the lien of this Deed of Trust, and without incurring liability to Borrower or any other person by so doing, may from time to time (a) extend the time for payment of all or any portion of Borrower's Indebtedness under the Loan Documents; (b) accept a renewal note or notes, or release any person from liability, for all or any portion of such Indebtedness; (c) agree with Borrower to modify the terms and conditions of payment under the Loan Documents; (d) reduce the amount of the monthly installments due under paragraph 9 of this Deed of Trust; (e) reconvey or release other or additional security for the repayment of Borrower's Indebtedness under the Loan Documents; (f) approve the preparation or filing of any map or plat with respect to the Mortgaged Property; (g) enter into any extension or subordination agreement affecting the Mortgaged Property or the lien of this Deed of Trust; and (h) agree with Borrower to modify the term, the rate of interest, or the period of amortization of the Note or alter the amount of the monthly installments payable under the Note. No action taken by Lender under this paragraph shall be effective unless it is in writing, subscribed by Lender, and, except as expressly stated in such writing, no such action will impair or affect (i) Borrower's obligation to pay the Indebtedness secured by this Deed of Trust and to observe all Obligations of Borrower contained in the Loan Documents; (ii) the guaranty of any Person of the payment of the Indebtedness secured by this Deed of Trust; or (iii) the lien or priority of the lien of this Deed of Trust. At Lender's request, Borrower shall promptly pay Lender a reasonable service charge, together with all insurance premiums and Attorney Fees as Lender may have advanced, for any action taken by Lender under this paragraph.

Whenever Lender's consent or approval is specified as a condition of any provision of this Deed of Trust, such consent or approval shall not be effective unless such consent or approval is in writing, signed by two authorized officers of Lender.

31. **Waiver of Right of Offset.** No portion of the Indebtedness secured by this Deed of Trust shall be or be deemed to be offset or compensated by all or any part of any claim, cause of action, counterclaim, or cross-claim, whether liquidated or unliquidated, that Borrower may have or claim to have against Lender. Borrower hereby waives, to the fullest extent permitted by Governmental Requirements, the benefits of California Code of Civil Procedure section 431.70, which provides:

> Where cross-demands for money have existed between persons at any point in time when neither demand was barred by the statute of limitations, and an action is thereafter commenced by one such person, the other person may assert in the answer the defense of payment in that the two demands are compensated so far as they equal each other, notwithstanding that an independent action asserting the person's claim would at the time of filing the answer be barred by the statute of limitations. If the cross-demand would otherwise be barred by the statute of limitations, the relief accorded under this section shall not exceed the value of the relief granted to the other party. The defense provided by this section is not available if the cross-demand is barred for failure to

assert it in a prior action under Section 426.30. Neither person can be deprived of the benefits of this section by the assignment or death of the other. For the purposes of this section, a money judgment is a "demand for money" and, as applied to a money judgment, the demand is barred by the statute of limitations when enforcement of the judgment is barred under Chapter 3 (commencing with Section 683.010) of Division 1 of Title 9.

32. **Future Advances.** On request by Borrower, Lender, at Lender's option, may make future advances to Borrower. All such future advances, with interest, shall be added to and become a part of the Indebtedness secured by this Deed of Trust when evidenced by promissory notes reciting that such note(s) are secured by this Deed of Trust.

33. **Prepayment.** If the Note secured by this Deed of Trust provides for a fee or charge as consideration for the acceptance of prepayment of principal, Borrower agrees to pay said fee or charge if the Indebtedness or any part of it shall be paid, whether voluntarily or involuntarily, before the due date stated in the Note, even if Borrower has defaulted in payment or in the performance of any agreement under this Deed of Trust and Lender, for that reason or by reason of paragraphs 20 and 21 of this Deed of Trust, shall have declared all sums secured by this Deed of Trust immediately due and payable.

34. **Additional Borrower Representations.** To induce Lender to enter into this Deed of Trust, the Note, and the other Loan Documents and to make the Loan, Borrower makes the following representations and warranties, which are deemed made as of both the date and the recordation of this Deed of Trust:

34.1. **Capacity.** Borrower and the individuals executing Loan Documents on Borrower's behalf have the full power, authority, and legal right to execute and deliver, and to perform and observe the provisions of this Deed of Trust, the Note, the other Loan Documents, and any other document, agreement, certificate, or instrument executed in connection with the Loan, and to carry out the contemplated transactions.

34.2. **Authority and Enforceability.** Borrower's execution, delivery, and performance of this Deed of Trust, the Note, the other Loan Documents, and any other document, agreement, certificate, or instrument executed in connection with the Loan have been duly authorized by all necessary corporate or other business entity action and do not and shall not require any registration with, consent, or approval of, notice to, or any action by any Person or Governmental Authority. Borrower has obtained or will obtain on or before the recordation of this Deed of Trust all necessary Governmental Authority and other approvals necessary for Borrower to comply with the Loan Documents. This Deed of Trust, the Note, and the other Loan Documents executed in connection with the Loan, when executed and delivered by Borrower, shall constitute the legal, valid, binding, and joint and several obligations of Borrower enforceable in accordance with their respective terms.

34.3. **Compliance With Other Instruments.** The execution and delivery of this Deed of Trust and the other Loan Documents, and compliance with their respective terms, and the issuance of the Note and other Loan Documents as contemplated in this Deed of Trust, shall not result in a breach of any of the terms or conditions of, or result in the imposition of, any lien, charge, or encumbrance (except as created by this Deed of Trust and the other Loan Documents) on any properties of Borrower, or constitute a default (with due notice or lapse of time or both) or result in an occurrence of an event for which any holder or holders of indebtedness may declare the same due and payable under, any indenture, agreement, order, judgment, or instrument to which Borrower is a party or by which Borrower or its properties may be bound or affected.

34.4. **Compliance With Law.** The execution and delivery of this Deed of Trust, the Note, and the other Loan Documents, or any other document, agreement, certificate, or instrument to which Borrower is bound in connection with the Loan, do not conflict with, result in a breach or default under, or create any lien or charge under any provision of any Governmental Requirements to which it is subject and shall not violate any of the Governmental Requirements.

34.5. **Material Adverse Events.** Since the date of the financial statements delivered to Lender before recordation of this Deed of Trust, neither the condition (financial or otherwise) nor the business of Borrower and the Mortgaged Property have been materially adversely affected in any way.

34.6. **Litigation.** There are no actions, suits, investigations, or proceedings pending or, to Borrower's knowledge after due inquiry and investigation, threatened against or affecting Borrower at law or in equity, before or by any Person or Governmental Authority, that, if adversely determined, would have a material adverse effect on the business, properties, or condition (financial or otherwise) of Borrower or on the validity or enforceability of this Deed of Trust, any of the other Loan Documents, or the ability of Borrower to perform under any of the Loan Documents.

34.7. **No Untrue Statements.** All statements, representations, and warranties made by Borrower in this Deed of Trust or any other Loan Document and any other agreement, document, certificate, or instrument previously

furnished or to be furnished by Borrower to Lender under the Loan Documents (a) are and shall be true, correct, and complete in all material respects at the time they were made and on and as of the recordation of this Deed of Trust, (b) do not and shall not contain any untrue statement of a material fact, and (c) do not and shall not omit to state a material fact necessary to make the information in them neither misleading nor incomplete. Borrower understands that all such statements, representations, and warranties shall be deemed to have been relied on by Lender as a material inducement to make the Loan.

34.8. Policies of Insurance. Each copy of the insurance policies relating to the Mortgaged Property delivered to Lender by Borrower (a) is a true, correct, and complete copy of the respective original policy in effect on the date of this Deed of Trust, and no amendments or modifications of said documents or instruments not included in such copies have been made, except as stated in this paragraph 34.8 and (b) has not been terminated and is in full force and effect. Borrower is not in default in the observance or performance of its material obligations under said documents or instruments and Borrower has done all things required to be done as of the date of this Deed of Trust to keep unimpaired its rights thereunder.

34.9. Financial Statements. All financial statements furnished to Lender are true and correct in all material respects, are prepared in accordance with generally accepted accounting principles, and do not omit any material fact the omission of which makes such statement or statements misleading. There are no facts that have not been disclosed to Lender by Borrower in writing that materially or adversely affect or could potentially in the future affect the Mortgaged Property or the business prospects, profits, or condition (financial or otherwise) of Borrower or any guarantor or Borrower's abilities to perform the Obligations and pay the Indebtedness.

34.10. Water Rights. (a) Borrower is the sole owner of record of the Water Rights; (b) the Water Rights are appurtenant to the Mortgaged Property and are free and clear of all liens and encumbrances except as set forth in the title report described in paragraph 1.22; (c) the Water Rights are sufficient to satisfy all water requirements of the development of the Mortgaged Property as presently contemplated; (d) the Water Rights include all water rights appurtenant to the Mortgaged Property; (e) Borrower has received a water service commitment from the applicable local water district, guaranteeing water service for the Mortgaged Property in an amount necessary to satisfy the requirements for such property in its currently contemplated final state of development; and (f) on recordation of this Deed of Trust with the county recorder, Lender shall have a valid, first priority, perfected security interest in the Water Rights.

34.11. Taxes. Borrower has filed or caused to be filed all tax returns that are required to be filed by Borrower under the Governmental Requirements of each Governmental Authority with taxing power over Borrower, and Borrower has paid, or made provision for the payment of, all taxes, assessments, fees, and other governmental charges that have or may have become due under said returns, or otherwise, or under any assessment received by Borrower except that such taxes, if any, as are being contested in good faith and as to which adequate reserves (determined in accordance with generally accepted accounting principles) have been provided.

34.12. Leases. If the Mortgaged Property includes a leasehold estate, Borrower has not and shall not surrender, terminate, cancel, waive, accept waiver, change, supplement, grant subleases of, alter, surrender, or amend, and shall comply with all terms, covenants, and conditions in the Leasehold.

34.13. Further Acts. Borrower shall, at its sole cost and expense, and without expense to Trustee or Lender, do, execute, acknowledge, and deliver all and every such further acts, deeds, conveyances, deeds of trust, mortgages, assignments, notices of assignments, transfers, and assurances as Trustee or Lender shall from time to time require, for the purpose of better assuring, conveying, assigning, transferring, pledging, mortgaging, warranting, and confirming to Trustee the Mortgaged Property and rights, and as to Lender the security interest as to the Personalty, conveyed or assigned by this Deed of Trust or intended now or later so to be, or for carrying out the intention or facilitating the performance of the terms of this Deed of Trust, or for filing, registering, or recording this Deed of Trust and, on demand, shall execute and deliver, and authorizes Lender to execute in the name of Borrower, to the extent it may lawfully do so, one or more financing statements, chattel mortgages, or comparable security instruments, to evidence more effectively the lien of this Deed of Trust on the Mortgaged Property.

34.14. Filing Fees. Borrower shall pay all filing, registration, or recording fees, all Governmental Authority stamp taxes and other fees, taxes, duties, imposts, assessments, and all other charges incident to, arising from, or in connection with the preparation, execution, delivery, and enforcement of the Note, this Deed of Trust, the other Loan Documents, any supplemental deed of trust or mortgage, or any instrument of further assurance.

34.15. Entity Compliance. As long as it is the owner of the Mortgaged Property, Borrower, if a corporation, limited liability company, or partnership, shall do all things necessary to preserve and keep in full force and effect its existence, franchises, rights, and privileges as such entity under the laws of the state of its incorporation or formation, and shall comply with all Governmental Requirements of any Governmental Authority applicable to Borrower or to the Mortgaged Property or any part of it.

35. **Governing Law.** This instrument shall be deemed to have been made in the State of California, and the validity of this Deed of Trust and the other Loan Documents, their construction, interpretation, and enforcement, and the parties' rights under such documents and concerning the Mortgaged Property, shall be decided under, governed by, and construed in accordance with the laws of the State of California. The parties agree that all actions or proceedings arising in connection with this Deed of Trust and the other Loan Documents shall be tried and litigated only in the state courts located in the Sacramento County, California, or the applicable federal district court that covers said county. Borrower waives any right Borrower may have to assert the doctrine of forum non conveniens or to object to such venue.

36. **Taxation of Deeds of Trust.** In the event of the enactment of any law deducting from the value of the Mortgaged Property any mortgage lien on it, or imposing on Lender the payment of all or part of the taxes, charges, or assessments previously paid by Borrower under this Deed of Trust, or changing the law relating to the taxation of mortgages, debts secured by mortgages, or Lender's interest in the Mortgaged Property so as to impose new incidents of tax on Lender, then Borrower shall pay such taxes or assessments or shall reimburse Lender for them; provided, however, that if in the opinion of Lender's counsel such payment cannot lawfully be made by Borrower, then Lender may, at Lender's option, declare all sums secured by this Deed of Trust to be immediately due and payable without notice to Borrower. Lender may invoke any remedies permitted by this Deed of Trust.

37. **Mechanics' Liens.** Borrower shall pay from time to time when due, all lawful claims and demands of mechanics, materialmen, laborers, and others that, if unpaid, might result in, or permit the creation of, a lien on the Mortgaged Property or any part of it, or on the Rents arising therefrom, and in general shall do or cause to be done everything necessary so that the lien and security interest of this Deed of Trust shall be fully preserved, at Borrower's expense, without expense to Lender; provided, however, that if Governmental Requirements empower Borrower to discharge of record any mechanics', laborer's, materialman's, or other lien against the Mortgaged Property by the posting of a bond or other security, Borrower shall not have to make such payment if Borrower posts such bond or other security on the earlier of (a) 10 days after the filing or recording of same or (b) within the time prescribed by law, so as not to place the Mortgaged Property in jeopardy of a lien or forfeiture.

38. **Brokerage.** Borrower represents and warrants to Lender that Borrower has not dealt with any Person who is or may be entitled to any finder's fee, brokerage commission, loan commission, or other sum in connection with the execution of this Deed of Trust, the consummation of the transactions contemplated by this Deed of Trust, or the making of the Loan secured by this Deed of Trust by Lender to Borrower, and Borrower indemnifies and agrees to hold Lender harmless from and against any and all loss, liability, or expense, including court costs and Attorney Fees, that Lender may suffer or sustain if such warranty or representation proves inaccurate in whole or in part.

39. **Liability for Acts or Omissions.** Lender shall not be liable or responsible for its acts or omissions under this Deed of Trust, except for Lender's own gross negligence or willful misconduct, or be liable or responsible for any acts or omissions of any agent, attorney, or employee of Lender, if selected with reasonable care.

40. **Notices.** Except for any notice required by Governmental Requirements to be given in another manner, (a) all notices required or permitted by the Loan Documents shall be in writing; (b) each notice shall be sent (i) for personal delivery by a delivery service that provides a record of the date of delivery, the individual to whom delivery was made, and the address where delivery was made; (ii) by certified United States mail, postage prepaid, return receipt requested; or (iii) by nationally recognized overnight delivery service, marked for next-business-day delivery; and (c) all notices shall be addressed to the appropriate party at its address as follows or such other addresses as may be designated by notice given in compliance with this provision:

Lender:	WE Alliance Secured Income Fund, LLC C/O Socotra Capital 2208 29th Street, Suite 100 Sacramento, CA 95817
Borrower:	KS Mattson Partners, LP PO Box 5490 Vacaville, CA 95696

Notices will be deemed effective on the earliest of (a) actual receipt; (b) rejection of delivery; or (c) if sent by certified mail, the third day on which regular United States mail delivery service is provided after the day of mailing or, if sent by overnight delivery service, on the next day on which such service makes next-business-day deliveries after the day of sending.

To the extent permitted by Governmental Requirements, if there is more than one Borrower, notice to any Borrower shall constitute notice to all Borrowers. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address(es).

41. Statement of Obligations. Except as otherwise provided by Governmental Requirements, at Lender's request, Borrower shall promptly pay to Lender such fee as may then be provided by law as the maximum charge for each statement of obligations, Lender's statement, Lender's demand, payoff statement, or other statement on the condition of, or balance owed, under the Note or secured by this Deed of Trust.

42. Application of Payments. Except as otherwise expressly provided by Governmental Requirements or any other provision of this Deed of Trust, all payments received by Lender from Borrower under the Loan Documents shall be applied by Lender in the following order: (a) costs, fees, charges, and advances paid or incurred by Lender or payable to Lender and interest under any provision of this Note or the Deed of Trust, in such order as Lender, in its sole and absolute discretion, elects, (b) interest payable under the Note, and (c) principal under the Note.

43. Remedies Are Cumulative. Each remedy in this Deed of Trust is separate and distinct and is cumulative to all other rights and remedies provided by this Deed of Trust or by Governmental Requirements, and each may be exercised concurrently, independently, or successively, in any order whatsoever.

44. Obligations of Borrower Joint and Several. If more than one Person is named as Borrower, each obligation of Borrower under this Deed of Trust shall be the joint and several obligations of each such Person.

45. Severability. If any provision of the Loan Documents, or the application of them to the circumstances, is held void, invalid, or unenforceable by a court of competent jurisdiction, the Loan Documents, and the applications of such provision to other parties or circumstances, shall not be affected thereby, the provisions of the Loan Documents being severable in any such instance.

46. Delegation of Authority. Whenever this Deed of Trust provides that Borrower authorizes and appoints Lender as Borrower's attorney-in-fact to perform any act for or on behalf of Borrower or in the name, place, and stead of Borrower, Borrower expressly understands and agrees that this authority shall be deemed a power coupled with an interest and such power shall be irrevocable.

47. General Provisions.

47.1. Successors and Assigns. Subject to paragraphs 19 and 20 of this Deed of Trust, this Deed of Trust applies to, inures to the benefit of, and binds, the respective heirs, legatees, devisees, administrators, executors, successors, and assigns of each party to this Deed of Trust.

47.2. Meaning of Certain Terms. As used in this Deed of Trust and unless the context otherwise provides, the words "herein," "hereunder" and "hereof" mean and include this Deed of Trust as a whole, rather than any particular provision of it.

47.3. Authorized Agents. In exercising any right or remedy, or taking any action provided in this Deed of Trust, Lender may act through its employees, agents, or independent contractors, as Lender expressly authorizes.

47.4. Gender and Number. Wherever the context so requires in this Deed of Trust, the masculine gender includes the feminine and neuter, the singular number includes the plural, and vice versa.

47.5. Captions. Captions and paragraph headings used in this Deed of Trust are for convenience of reference only, are not a part of this Deed of Trust, and shall not be used in construing it.

47.6. Time Is of the Essence. As a material inducement and consideration to the parties entering into this Deed of Trust, and but for this provision the parties would not enter into this Deed of Trust, the parties agree that the performance in a timely manner of each deadline set forth in this Deed of Trust before its expiration is of crucial importance to the parties. Failure by a party to timely perform an obligation before the deadline set forth in this Deed of Trust (no matter for what reason, nor how soon thereafter it may have been performed, nor the lack of prejudice to the other party as the result of such nonperformance) shall result in a default by the nonperforming party or the failure of a condition, as appropriate. The parties expressly waive any equitable relief with respect to a missed deadline.

48. Leasehold Provisions.

48.1. Leasehold Estate. If the security for this Deed of Trust is a leasehold estate demised by a lease (the "Leasehold"), this Deed of Trust shall be a lien on all present and future right, title, estate, and interest of Borrower in the Mortgaged Property and Improvements covered by the Leasehold and on all Mortgaged Property interests acquired by Borrower as a result of the exercise of any option in the Leasehold or as amended, in the same manner and to the same extent as if the Mortgaged Property encompassed in the Leasehold and option agreements had been held in fee by Borrower at the time of the execution of this Deed of Trust, and Borrower agrees not to amend, change, or modify its leasehold interest, or any of its terms, or to exercise any option to purchase, or agree to do so, without having obtained Lender's prior written consent. In a violation of this provision, Lender may, at its option, declare all sums secured by this Deed of Trust immediately due and payable. Consent to any amendment,

change, or modification, or a waiver of the right to require such consent in one instance, shall not be a waiver of the right to require such consent at a subsequent time. The term "Mortgaged Property" as used in this Deed of Trust means such leasehold estate or any other present or future interest of Borrower in the Mortgaged Property whenever the context requires.

48.2. Compliance With Leasehold. In the event that the security for this Deed of Trust is a leasehold estate, Borrower covenants and agrees as follows: (a) to promptly and faithfully observe, perform, and comply with all Leasehold terms, covenants, and provisions on its part to be observed, performed, and complied with, at the times set forth in the Leasehold; (b) not to do, permit, suffer, or refrain from doing anything, as a result of which, there would be a default under or breach of any of the terms of the Leasehold; (c) not to cancel, surrender, modify, amend, or in any way alter or permit the alteration of any of the terms of the Leasehold; (d) to give Lender immediate notice of any default by anyone under the Leasehold and to promptly deliver to Lender copies of each notice of default and all other notices, communications, plans, specifications, and other similar instruments received or delivered by Borrower in this connection; (e) to furnish to Lender such information and evidence as Lender may reasonably require for Borrower's due observance, performance, and compliance with the Leasehold terms, covenants, and provisions; (f) that any default of the tenant under the Leasehold shall constitute an Event of Default under this Deed of Trust; and (g) to give immediate written notice to Lender of the commencement of any remedial proceedings under the Leasehold by any party to it and, if required by Lender, to permit Lender as Borrower's attorney-in-fact to control and act for Borrower in any such remedial proceedings. Borrower expressly transfers and assigns to Lender the benefit of all covenants in the Leasehold, whether or not such covenants run with the land, but Lender shall have no liability with respect to such covenants or any other covenants in the Leasehold.

48.3. Borrower's Warranties and Representations. With respect to the Leasehold, Borrower warrants and represents as follows: (a) the Leasehold is in full force and effect, unmodified by any writing or otherwise, except as specifically set forth in Exhibit B; (b) all rent, additional rent, and other charges reserved in the Leasehold have been paid to the extent they are payable to the date of this Deed of Trust; (c) Borrower enjoys the quiet and peaceful possession of the Mortgaged Property demised by the Leasehold; (d) Borrower is not in default under any Leasehold term and, to the best of its knowledge, there are no circumstances that, with the passage of time or the giving of notice or both, would constitute an Event of Default under the Leasehold; (e) to the best of Borrower's knowledge, the landlord under the Leasehold is not in default under any Leasehold term or provision the landlord is required to observe or perform.

48.4. Assignments to Lender. If Borrower files any petition or action for relief under any bankruptcy, reorganization, insolvency, moratorium law, or any other law or laws for the relief of or relating to debtors, on demand by Lender, Borrower covenants to transfer and assign to Lender its leasehold estate and the Leasehold in lieu of rejection of the Leasehold by Borrower and covenants to assign to Lender its right to accept or reject the Leasehold and to apply for any extension of time within which to accept or reject the Leasehold. These assignments to Lender shall be automatic on Lender's demand. If Lender demands the assignment of the Leasehold under this Deed of Trust, Lender covenants to cure any defaults outstanding under the Leasehold after the Leasehold is assigned to Lender.

48.5. Default Under Leasehold. If Borrower defaults in performing any of its obligations under the Leasehold, including, without limitation, any default in the payment of rent and other charges and impositions made payable by the tenant under the Leasehold, then, in each and every case, Lender may, at its option and without notice, cause the default or defaults to be remedied and otherwise exercise any and all of the rights of Borrower under the Leasehold in the name of and on behalf of Borrower. Borrower shall, on demand, reimburse Lender for all advances made and expenses incurred by Lender in curing any such default (including, without limitation, reasonable Attorney Fees), together with interest computed at the rate provided for in the Note from the date that an advance is made or expense is incurred, to and including the date the same is paid. Lender shall have no duty to prevent the termination of the leasehold estate by the landlord. If the landlord terminates the leasehold estate, Lender shall have the right, at its option, to declare all sums secured by this Deed of Trust immediately due and payable and immediately bring an action on the Note, provided there is no other real property security for the Note.

48.6. Options. Borrower shall give Lender notice of its intention to exercise each and every option to extend the term of the Leasehold at least 20 days but not more than 60 days before expiration of the time to exercise such option under the Leasehold. If Borrower intends to extend the term of the Leasehold, it shall deliver to Lender, with the notice of such decision, a copy of the notice of extension delivered to the landlord under the Leasehold. If Borrower does not intend to extend the term of the Leasehold, Lender may, at its option, exercise the option to extend in the name and on behalf of Borrower.

48.7. No Merger/Attorney-in-Fact. It is hereby agreed that the fee title, the leasehold estate, and the subleasehold estate in the Mortgaged Property demised by the Leasehold shall not merge but shall be kept separate

and distinct, despite the union of these estates in either the landlord under the Leasehold, Borrower, or a third party, whether by purchase or otherwise. If Borrower acquires the fee title or any other estate, title, or interest in the Mortgaged Property demised by the Leasehold or any part of it, the lien of this Deed of Trust shall attach to, cover, and be a lien on such acquired estate, title, or interest and it shall simultaneously be and become a part of the Mortgaged Property with the same force and effect as if specifically encumbered in this Deed of Trust. Borrower agrees to execute all instruments and documents that Lender may reasonably require to ratify, confirm, and further evidence Lender's lien on the acquired estate, title, or interest. Furthermore, Borrower appoints Lender as its true and lawful attorney-in-fact to execute and deliver all such instruments and documents in the name and on behalf of Borrower. This power, being coupled with an interest, shall be irrevocable as long as any amounts secured by this Deed of Trust remain unpaid.

48.8. Interests in Successor Leasehold. If the Leasehold is canceled or terminated, and if Lender or its nominee shall acquire an interest in any new lease of the Mortgaged Property demised by the Leasehold, Borrower shall have no right, title, or interest in or to the new lease or the leasehold estate created by such new lease.

48.9. Estoppel Certificate. Borrower shall use its best efforts to obtain and deliver to Lender, within 20 days after written demand by Lender, an estoppel certificate from the landlord under the Leasehold setting forth (a) the name of the tenant under the Leasehold, (b) that the Leasehold has not been modified or, if it has been modified, the date of each modification (together with copies of each such modification), (c) the basic rent payable under the Leasehold, (d) the date to which the tenant paid all rental charges under the Leasehold, and (e) whether there are any alleged defaults of the tenant under the Leasehold and, if there are, setting forth their nature in reasonable detail.

48.10. Limitations on Lender's Liability Under Leasehold. Despite anything to the contrary in this Deed of Trust, this Deed of Trust shall not constitute an assignment of the Leasehold within the meaning of any provision of the Leasehold prohibiting its assignment, and Lender shall have no liability or obligation under the Leasehold because of its acceptance of this Deed of Trust. Lender shall be liable for the tenant's obligations arising under the Leasehold for only that period of time that Lender is in possession of the Mortgaged Property covered by the Leasehold or has acquired, by foreclosure or otherwise, and is holding all of Borrower's right, title, and interest in the Mortgaged Property covered by the Leasehold.

49. Improper Financial Transactions.

49.1 Borrower is, and shall remain at all times, in full compliance with all applicable laws and regulations of the United States of America that prohibit, regulate or restrict financial transactions, and any amendments or successors thereto and any applicable regulations promulgated thereunder (collectively, the "Financial Control Laws"), including but not limited to those related to money laundering offenses and related compliance and reporting requirements (including any money laundering offenses prohibited under the Money Laundering Control Act, 18 U.S.C. Section 1956 and 1957 and the Bank Secrecy Act, 31 U.S.C. Sections 5311 et seq.) and the Foreign Assets Control Regulations, 31 C.F.R. Section 500 et seq.

49.2 Borrower represents and warrants that: Borrower is not a Barred Person (hereinafter defined); Borrower is not owned or controlled, directly or indirectly, by any Barred Person; and Borrower is not acting, directly or indirectly, for or on behalf of any Barred Person.

49.3 Borrower represents and warrants that it understands and has been advised by legal counsel on the requirements of the Financial Control Laws.

49.4 Under any provision of this Deed of Trust or any of the other Loan Documents where Lender shall have the right to approve or consent to any particular action, including, without limitation any (A) sale, transfer, assignment of the Mortgaged Property, or any direct or indirect ownership interest in Borrower, (B) leasing of the Mortgaged Property, or any portion thereof, or (C) incurring any additional financing secured by Mortgaged Property, or any portion thereof, or by any direct or indirect ownership interest in Borrower, Lender shall have the right to withhold such approval or consent, in its sole discretion, if the granting of such approval or consent could be construed as a violation of any of the Financial Control Laws.

49.5 Borrower covenants and agrees that it will upon request provide Lender with (or cooperate with Lender in obtaining) information required by Lender for purposes of complying with any Financial Control Laws.

49.6 As used in this Deed of Trust, the term "Barred Person" shall mean (A) any person, group or entity named as a "Specially Designated National and Blocked Person" or as a person who commits, threatens to commit, supports, or is associated with terrorism as designated by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"), (B) any person, group or entity named in the lists maintained by the United States Department of Commerce (Denied Persons and Entities), (C) any government or citizen of any country that is subject to a United States Embargo identified in regulations promulgated by OFAC, and (D) any

person, group or entity named as a denied or blocked person or terrorist in any other list maintained by any agency of the United States government.

50. Dispute Resolution: Waiver of Right to Jury Trial

50.1 ARBITRATION. CONCURRENTLY HEREWITH, BORROWER AND ANY GUARANTOR SHALL EXECUTE THAT CERTAIN ARBITRATION AGREEMENT WHEREBY BORROWER, ANY GUARANTOR, AND LENDER AGREE TO ARBITRATE ANY DISPUTES TO RESOLVE ANY CLAIMS (AS DEFINED IN THE ARBITRATION AGREEMENT).

50.2 WAIVER OF RIGHT TO JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER AND LENDER AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED ON OR ARISING FROM THIS DEED OF TRUST. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. BORROWER AND, BY ITS ACCEPTANCE OF THE BENEFITS OF THIS DEED OF TRUST, LENDER EACH (A) ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT FOR BORROWER AND LENDER TO ENTER INTO A BUSINESS RELATIONSHIP, THAT BORROWER AND LENDER HAVE ALREADY RELIED ON THIS WAIVER BY ENTERING INTO THIS DEED OF TRUST OR ACCEPTING ITS BENEFITS, AS THE CASE MAY BE, AND THAT EACH SHALL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS, AND (B) FURTHER WARRANTS AND REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS, OR MODIFICATIONS TO THIS DEED OF TRUST.

BORROWER'S INITIALS: _____

50.3 PROVISIONAL REMEDIES; FORECLOSURE AND INJUNCTIVE RELIEF. Nothing in Section 50.2, above, shall be deemed to apply to or limit the right of Lender to: (a) exercise self help remedies, (b) foreclose judicially or nonjudicially against any real or personal property collateral, or to exercise judicial or nonjudicial power of sale rights, (c) obtain from a court provisional or ancillary remedies (including, but not limited to, injunctive relief, a writ of possession, prejudgment attachment, a protective order or the appointment of a receiver) or (d) pursue rights against Borrower or any other party in a third party proceeding in any action brought against Lender (including, but not limited to, actions in bankruptcy court). Lender may exercise the rights set forth in the foregoing clauses (a) through (d), inclusive, before, during, or after the pendency of any proceeding referred to in Section 50.2, above. Neither the exercise of self help remedies nor the institution or maintenance of an action for foreclosure or provisional or ancillary remedies or the opposition to any such provisional remedies shall constitute a waiver of the right of any Borrower, Lender or any other party, including, but not limited to, the claimant in any such action, to require submission the dispute, claim or controversy occasioning resort to such remedies to any proceeding referred to in Section 50.2, above.

51. Contractual Right to Appoint a Receiver Upon Default. Upon an Event of Default under this Deed of Trust or a breach of any clause of any agreement signed in connection with the loan to Borrower, Borrower agrees that Lender may appoint a receiver to control the Mortgaged Property within seven (7) days of any default. Borrower agrees to cooperate with the receiver and turn over all control to said receiver and otherwise cooperate with the receiver appointed by Lender.

IN WITNESS WHEREOF, Borrower has executed and delivered this Deed of Trust as of the date first written above.

BORROWER:
KS Mattson Partners, LP, a California Limited Partnership
By: The K-S Mattson Company, LLC, a California limited liability company

By: _____
Name: Kenneth W. Mattson
Its: Initial and Sole Manager

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)
) ss.
COUNTY OF Sacramento)

On June 1, 2023 before me, Deana Curtis, Notary Public personally appeared Kenneth W. Hatton, 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

DEANA CURTIS
Comm. # 2294678
Notary Public-California
Sacramento County
My Comm. Expires July 21, 2023

EXHIBIT "A"

LEGAL DESCRIPTION

Order No.: 2004340
Escrow No.: 2004340

The land referred to herein is situated in the State of California, County of SacramentoCitrus Heights and described as follows:

Parcel A of that certain Parcel Map entitled, 'Being a portion of Lot 4 of Twin Oaks filed at 16 BM 43", filed in the Office of the County Recorder of Sacramento on September 2, 1983, in Book 77 of Parcel Maps, at Page 5.

Excepting therefrom, all that portion granted to the City of Citrus Heights, a municipal corporation of the State of California in Grant Deed recorded October 1, 2018 as Doc # 201810011416, of Official Records, more particularly described as follows:

Being a portion of Parcel A as delineated on that particular Parcel Map filed in Book 77 at Page 5 in the Sacramento County Recorder's Office.

Beginning at a point from which the Southwest corner of said Parcel A bears S 88°57'35" W 42.00 feet; thence from the point of beginning N 00°36'45" W, 161.25 feet, thence along a curve to the right and having a radius of 25.00 feet and a chord bearing and distance of N 44°08'04" E, 35.20 feet; thence N 88°52'52" E, 0.65 feet; thence S 01°02'28" E, 0.41 feet; thence along a curve to the left and having a radius of 18.50 feet and a chord bearing and distance of S 44°01'46" W, 26.13 feet; thence S 00°54'00",104.60 feet thence S 00°49'09" E, 41.15 feet; thence S 20°51'28" W, 16.03 feet; thence S 00°54'00" E, 6.57 feet; thence S 88°57'35" W,1.91 feet to the point of beginning.

APN: 204-0461-042-0000

(End of Legal Description)

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	202411180827	Fees	$98.00
11/18/2024	10:15:53 AM	Taxes	$0.00
CRR	Electronic	PCOR	$0.00
Titles	1	Paid	$98.00
Pages	2		

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

MORTGAGE LENDER SERVICES
7844 Madison Ave., Suite 145
Fair Oaks, CA 95628

Space above this line for recorder's use only

SUBSTITUTION OF TRUSTEE

Trustee Sale No.: **241104780-5** Loan No.: **23-74** Title No.: **95530417**

WHEREAS, **KS Mattson Partners, LP** was the original Trustor, **Stewart Title** was the original Trustee, and **WE Alliance Secured Income Fund, LLC** was the original Beneficiary under that certain Deed of Trust dated **5/24/2023** and recorded on **6/12/2023** as Instrument No. **202306120345**, in book **n/a**, page **n/a** of Official records in the office of the Recorder of **Sacramento** County, California, and

WHEREAS, WE Alliance Secured Income Fund, LLC, the undersigned, is the present Beneficiary under said Deed of Trust, and, WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in the place of and stead of said original Trustee thereunder.

Now, THEREFORE, the undersigned Beneficiary hereby substitutes MORTGAGE LENDER SERVICES, 7844 Madison Ave., Suite 145, Fair Oaks, CA 95628, as Trustee of said Deed of Trust.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number indicates the plural.

Dated: 11/14/2024

WE Alliance Secured Income Fund, LLC

By: _____

Name: Terry Wheeler

Title: Managing Member

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)
)ss.:
COUNTY OF Placer)

On Nov. 11, 2024, before me, Cris Bryant, a notary public, personally appeared Terry Wheeler 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 CA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Cris Bryant
Notary Public

CRIS BRYANT
Notary Public - California
Placer County
Commission # 2461682
My Comm. Expires Sep 14, 2027

RECORDING REQUESTED BY:

Mortgage Lender Services

WHEN RECORDED MAIL TO:
Mortgage Lender Services
7844 Madison Avenue #145
Fair Oaks, CA 95628

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	202411180828	Fees	$98.00
11/18/2024	10:15:54 AM	Taxes	$0.00
CRR	Electronic	PCOR	$0.00
Titles	1	Paid	$98.00
Pages	2		

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TS No.: **241104780-5** Loan No.: **23-74** A.P.N.: **204-0461-042-0000**

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION,

and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is **$142,205.47** as of **11/15/2024** and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than three months after this notice of default is recorded) to, among other things. (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor. To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

WE Alliance Secured Income Fund, LLC
c/o Socotra Capital, Inc.
2208 29th Street, Suite 100
Sacramento, CA 95817
Phone: 916-277-9357

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

TS No.: 241104780-5 Loan No.: 23-74

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN: That **Mortgage Lender Services** is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated **5/24/2023**, executed by **KS Mattson Partners, LP** , as Trustor, to secure certain obligations in favor of **WE Alliance Secured Income Fund, LLC**, as beneficiary, recorded **6/12/2023**, as Instrument No. **202306120345**, in Book **n/a**, Page **n/a**, of Official Records in the Office of the Recorder of **Sacramento** County, California describing land therein as: As more fully described on said Deed of Trust.

Including one **NOTE(S) FOR THE ORIGINAL** sum of **$4,700,000.00**, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the undersigned; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

FAILURE TO PAY THE INSTALLMENT DUE ON 10/1/2024 AND ALL SUBSEQUENT INSTALLMENTS, TOGETHER WITH ALL LATE CHARGES, ATTORNEY FEES, FORECLOSURE FEES, ADVANCES TO SENIOR LIENS, INTEREST, INSURANCE, TAXES AND ASSESSMENTS. FAILURE TO PAY DELINQUENT PROPERTY TAXES WHICH IS A CONDITION OF REINSTATEMENT.

***The debt is additionally secured by Deed of Trust recorded on 06/12/2023 as Instrument No. 2023026021 in the Official Records of Sonoma County.**

That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said duly appointed Trustee, a written Declaration of Default and Demand for same, and has deposited with said duly appointed Trustee, such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Dated: 11/15/2024

MORTGAGE LENDER SERVICES

BY: _____
Lauren Meyer, Vice President

The above named trustee may be acting as a debt collector attempting to collect a debt. Any information obtained may be used for that purpose.

To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

RECORDING REQUESTED BY

County of Sacramento
Department of Finance
Consolidated Utilities Billing & Service
10481 Armstrong Ave, Suite 210,
Mather, CA 95655-4152

WHEN RECORDED MAIL TO

Mail Code 61-002

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	202408200170	Fees	$0.00
8/20/2024	8:34:32 AM	Taxes	$0.00
KP	Electronic	PCOR	$0.00
Titles	1	Paid	$0.00
Pages	1		

SPACE DIRECTLY ABOVE RESERVED FOR RECORDER'S USE

NOTICE OF UTILITY LIEN

IN ACCORDANCE WITH Sacramento County Code section 15.05.030(11) and California State Health and Safety Code section 5473.11, the undersigned official hereby places a lien against the following parcel for nonpayment of utility services:

Owner(s): MATTSON PARTNER	AFRAKHTEH FARIDEH / KRIVE AIMAY CHANG / KRIVE CHRISTOPHER A / KS
Parcel Number:	20404610420000
Site Address:	8340-8350 AUBURN BLVD CITRUS HEIGHTS CA 95610-0355
Owner Address:	5490 PO Box VACAVILLE CA 95696
Account Number:	50011608950
Amount*:	$3,503.88

Dated: 08/19/2024

COUNTY OF SACRAMENTO
Department of Finance
Consolidated Utilities Billing & Service

Telephone: (916) 875-5555

By: Hoda B Broadley

Authorized facsimile signature

This is a **NO FEE** document recorded for the benefit of the County of Sacramento.

*Plus additional penalty and accrual until date of payment pursuant to Sacramento County Code §15.05.030(9).

Sacramento County Recorder
Donna Allred, Clerk/Recorder
BOOK 20150129 PAGE 0771
Thursday, JAN 29, 2015 1 05 04 PM
Ttl Pd $0 00 Rcpt # 0008497259
LAF/38/1-2

RECORDING REQUESTED BY

SAN JOAQUIN COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES

COUNTY CODE 0607700

WHEN RECORDED MAIL TO

SAN JOAQUIN COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES
PO BOX 50
STOCKTON CA 95201-3050

DOCUMENT TITLE

NOTICE OF SUPPORT JUDGMENT

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name and address)*

☒ Recording requested by and return to

GINA M JOHNSTON LEAD ATTORNEY
SAN JOAQUIN COUNTY
DEPARTMENT OF CHILD SUPPORT SERVICES
826 N CALIFORNIA ST
STOCKTON CA 95202 1820

20000000146125)

TELEPHONE NO (866) 901 3212

☐ ATTORNEY FOR ☐ JUDGMENT CREDITOR ☒ ASSIGNEE OF RECORD

FOR RECORDER'S USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

STREET ADDRESS 24405 AMADOR ST
MAILING ADDRESS 24405 AMADOR ST
CITY AND ZIP CODE HAYWARD 94544 1314
BRANCH NAME HAYWARD HALL OF JUSTICE

PETITIONER/PLAINTIFF DAVID M HOTT

RESPONDENT/DEFENDANT LINDA WELLS-HOTT

ABSTRACT OF SUPPORT JUDGMENT

CASE NUMBER
HF14716181

FOR COURT USE ONLY

This document is a notice under Family Code Section 4506

Court stamp not required

Any electronic signature affixed below has been officially adopted by the requesting governmental agency

1 The ☐ judgment creditor ☒ assignee of record applies for an abstract of a support judgment and represents the following

a Judgment debtor's name and last known address

DAVID M HOTT
22611 BEECH ST
HAYWARD CA 94541-3108

b Driver's license no and state N4333167 CALIFORNIA ☐ Unknown

c Social security number XXX-XX-9416 *(provide only last four digits)* ☐ Unknown

d Birth date 01/11/1958 ☐ Unknown

Date 01/23/2015

LORI A CRUZ
(TYPE OR PRINT NAME)

L. A. Cruz
(SIGNATURE OF APPLICANT OR ATTORNEY)

2 I CERTIFY that the judgment entered in this action contains an order for payment of spousal, family, or child support

3 Judgment creditor *(name)* County of SAN JOAQUIN
Department of Child Support Services
whose address appears on this form above the court's name

4 ☒ The support is ordered to be paid to the following county officer *(name and address)*

SAN JOAQUIN
PO BOX 989067
WEST SACRAMENTO CA 95798-9067

5 Judgment debtor *(full name as it appears in judgment)*
DAVID M HOTT

6 a A judgment was entered on *(date)* 12/05/2014
b Renewal was entered on *(date)*
c Renewal was entered on *(date)*

7 ☐ An execution lien is endorsed on the judgment as follows
a Amount $
b In favor of *(name and address)*

8 A stay of enforcement has
a ☒ not been ordered by the court
b ☐ been ordered by the court effective until *(date)*

9 ☐ This is an installment judgment

This document is a notice under Family Code Section 4506

[Seal]

This document is a notice under Family Code Section 4506
No court seal required

This abstract issued on *(date)* **No date required under FC § 4506**

Clerk, by **No signature required**, Deputy

Case: 24-10715 Doc# 192-17 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 393 of 631

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	202110190560	Fees	$0.00
10/19/2021	9:03:35 AM	Taxes	$0.00
JMJ	Electronic	PCOR	$0.00
Titles	1	Paid	$0.00
Pages	2		

RECORDING REQUESTED BY

YUBA COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES

COUNTY CODE: 0611500

WHEN RECORDED MAIL TO

YUBA COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES
PO BOX 2069
MARYSVILLE CA 95901-0073

DOCUMENT TITLE

NOTICE OF SUPPORT JUDGMENT

DCSS-0239

ATTORNEY OR PARTY WITHOUT ATTORNEY (name, address, and State Bar number):
After recording, return to:
PATRICIA BARTLETT LEAD ATTORNEY
YUBA COUNTY
DEPARTMENT OF CHILD SUPPORT SERVICES
5730 PACKARD AVE STE 200
MARYSVILLE CA 95901
200000000905052

TEL NO.: (866) 901-3212 FAX NO. (optional): (530) 634-7654
E-MAIL ADDRESS (optional):
[ ] ATTORNEY FOR [ ] JUDGMENT CREDITOR [X] ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF YUBA
STREET ADDRESS: 215 5TH ST, STE 318
MAILING ADDRESS: 215 5TH ST, STE 318
CITY AND ZIP CODE: MARYSVILLE 95901-5737
BRANCH NAME: SUPERIOR COURT

FOR RECORDER'S USE ONLY

PETITIONER/PLAINTIFF: BLANCA VILLALPANDO

RESPONDENT/DEFENDANT: LUIS MARTINEZ

CASE NUMBER:
CVFL13-0000078

FOR COURT USE ONLY

This document is a notice under Family Code section 4506.

Court stamp not required.

Any electronic signature affixed below has been officially adopted by the requesting governmental agency.

ABSTRACT OF SUPPORT JUDGMENT

1. The [ ] original judgment creditor [X] assignee of record applies for an abstract of a support judgment and represents the following:
   a. Judgment debtor's
      name and last known address

      LUIS MARTINEZ
      8167 VIVIAN CT
      SACRAMENTO CA 95828-3512

   b. Driver's license no. and state: F5235277 CALIFORNIA [ ] Unknown
   c. Social security number [last four digits]: XXX-XX-6431 [ ] Unknown
   d. Birth date: 08/25/1976 [ ] Unknown

Date: 10/15/2021

TINA TAYLOR
(TYPE OR PRINT NAME)

▶ Tina Taylor
(SIGNATURE OF APPLICANT OR ATTORNEY)

2. I CERTIFY that the judgment entered in this action contains an order for payment of spousal, family, or child support.
3. Judgment creditor *(name)*: County of YUBA
   Department of Child Support Services
   whose address appears on this form above the court's name.
4. [X] The support is ordered to be paid to the following county officer *(name and address)*:

   YUBA
   PO BOX 989067
   WEST SACRAMENTO CA 95798-9067

5. Judgment debtor *(full name as it appears in judgment)*:
   LUIS MARTINEZ
6. a. A judgment was entered on *(date)*: 12/16/2013
   b. Renewal was entered on *(date)*:
   c. Renewal was entered on *(date)*:
7. [ ] An execution lien is endorsed on the judgment as follows:
   a. Amount: $
   b. In favor of *(name and address)*:

[SEAL]

This document is a notice under Family Code section 4506. **No court seal required.**

This abstract issued on *(date)*: **No date required under FC § 4506**

8. A stay of enforcement has
   a. [X] not been ordered by the court.
   b. [ ] been ordered by the court effective until *(date)*:
9. [ ] This is an installment judgment.

This document is a notice under Family Code section 4506.

Clerk, by **No signature required.**, Deputy

Case: 24-10715 Doc# 192-17 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 395 of 631

Sacramento County Recording
Craig A Kramer, Clerk/Recorder
BOOK 20071203 PAGE 0674
Monday, DEC 03, 2007 10:06:29 AM
Ttl Pd $0.00 Nbr-0003175812
DHB/58/1-94

RECORDED AT REQUEST OF AND
WHEN RECORDED MAIL TO:

Community Redevelopment Agency of the
6237 Fountain Square Drive
Citrus Heights, CA 95621

City of Citrus Heights

Attn: Rhonda Sherman

REVISED STATEMENT OF INSTITUTION OF REDEVELOPMENT PLAN

THE PROPERTY THAT IS SUBJECT TO THIS STATEMENT IS IN A REDEVELOPMENT PROJECT AREA (THE "PROJECT AREA")

The Project Area is subject to the Redevelopment Plan for the Citrus Heights Commercial Corridor Redevelopment Project Area (the "Redevelopment Plan"). The Project Area is situated in the County of Sacramento, State of California, and is more particularly described on Exhibit A attached to the Statement of Institution of Redevelopment Proceedings recorded as Document No. 1998-07090478 on July 9, 1998 with the Sacramento County Recorder. Proceedings for the redevelopment of the Project Area have been instituted under the Redevelopment Plan and the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.).

The Redevelopment Plan authorizes the use of eminent domain by the Community Redevelopment Agency of the City of Citrus Heights (the "Agency") in the Project Area as set forth in the attached Exhibit A.

The Agency must commence any eminent domain proceedings with respect to the Redevelopment Plan by August 8, 2010.

Dated: Nov. 2, 2007

Community Redevelopment Agency of the
City of Citrus Heights

Henry Tang
Executive Director

Exhibit B: Parcel List
Exhibit C: Legal Description of Project area Boundaries.

No Fee Document for the Benefit of the City of Citrus Heights
Per Government Code Section 6103.9

1063\01\438255.1_4.27.2007

Attachment 3

STATE OF CALIFORNIA)
)
COUNTY OF Sacramento)

On November 2, 2007 before me, Amy Van,
Notary Public, personally appeared Henry Tingle,
personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Amy Van

AMY VAN
Commission # 1637044
Notary Public - California
Sacramento County
My Comm. Expires Dec 20, 2008

f:\063\01\438255.1_4.27.2007

Attachment 3

EXHIBIT A

PROPERTY ACQUISITION BY EMINENT DOMAIN POLICY

Except as specifically limited herein, the Agency may acquire, but is not required to acquire any real property located in the Project Area by any lawful means authorized by law. The Agency shall not acquire, by eminent domain, any property on which any person resides.

It is in the public interest and is necessary in order to eliminate the conditions requiring redevelopment and in order to execute this Plan, for the power of eminent domain to be employed by the Agency to acquire real property in the Project Area which cannot feasibly be acquired by gift, devise, exchange, purchase or any other lawful method. Eminent domain proceedings, if used, must be commenced within twelve (12) years from the date the City Council ordinance adopting the Redevelopment Plan becomes effective or no later than August 8, 2010.

The Agency is authorized to acquire structures without acquiring the land upon which those structures are located. The Agency is authorized to acquire either the entire fee or any other interest in real property less than a fee.

The Agency shall not acquire real property on which an existing building is to be continued on its present site and in its present form and use without the consent of the owner unless (a) the building requires structural alteration, improvement, modernization or rehabilitation; (b) the site or lot on which the building is situated, requires modification in size, shape or use; or (c) it is necessary to impose upon such property any of the controls, limitations, restrictions and requirements of this Plan and the owner fails or refuses to execute a participation agreement in accordance with the provisions of the Plan.

The Agency is not authorized to acquire real property owned by public bodies which do not consent to such acquisition. The Agency is authorized, however, to acquire public property transferred to private ownership before redevelopment of the Project Area is completed.

Exhibit B: Parcel List

Parcel Number	Owner Name	Situs Number	Situs Street	Situs Suffix	Situs City	Situs Zip	Mail Number	Mail Direction	Mail Street	Mail Suffix	Mail Apartment /Suite	Mail P.O. Box	Mail City & State	Mail Zip
204-0010-001-000	DAVID KAPLAN LIVING TRUST/TAPUZIM IN	8600	AUBURN	BLV	CITRUS HEIGHTS	95610	172		GOLDEN GATE	AVE			SAN FRANCISCO CA	94102
204-0010-002-000	DAVID KAPLAN TRUST/TAPUZIM INVESTMEN	8550	AUBURN	BLV	CITRUS HEIGHTS	95610	172		GOLDEN GATE	AVE			SAN FRANCISCO CA	94102
204-0010-017-000	DAVID KAPLAN TRUST/TAPUZIM INVESTMEN	8516	AUBURN	BLV	CITRUS HEIGHTS	95610	172		GOLDEN GATE	AVE			SAN FRANCISCO CA	94102
204-0010-023-000	R POST/ASSOCIATES	8512	AUBURN	BLV	CITRUS HEIGHTS	95610						P O BX 3073	MONTEREY CA	93942
204-0020-001-000	GOLDEN REVOCABLE LIVING TRUST	8450	AUBURN	BLV	CITRUS HEIGHTS	95610	3275		SIERRA COLLEGE	BLV			LOOMIS CA	95650
204-0020-024-000	SEYMOUR BRUCE/NELSON YIP	8400	AUBURN	BLV	CITRUS HEIGHTS	95610	7033		REICHMUTH	WAY			SACRAMENTO CA	95831
204-0020-025-000	CABAK M R & M LIVING TRUST	8424	AUBURN	BLV	CITRUS HEIGHTS	95610	1742		JONES	ST			SAN FRANCISCO CA	94109-2111
204-0020-026-000	POPKEN DAVID/WENDY	8430	AUBURN	BLV	CITRUS HEIGHTS	95610	5511		PERIDOT	DR			ROCKLIN CA	95677
204-0020-027-000	FINNEY DONALD W/SHIRLEY ANN	8436	AUBURN	BLV	CITRUS HEIGHTS	95610	6304		PATHFINDER	DR			AUSTIN TX	78759
204-0101-017-000	DOUGLAS C LEE REVOCABLE TRUST 2002/E	7451	AUBURN	BLV	CITRUS HEIGHTS	95610	23799		MONTRY SALNS HW			19	CORRAL DE TIER CA	93908
204-0101-027-000	ZAROU ALLEN J/CARI L	7515	AUBURN	BLV	CITRUS HEIGHTS	95610	108		ENDICOTT SQ				FOLSOM CA	95630
204-0101-028-000	RAINBO BAKING COMPANY OF SACTO VLY	7501	AUBURN	BLV	CITRUS HEIGHTS	95610	3470		RIDER	TR	S		EARTH CITY MO	63045
204-0101-053-000	NRS REVOCABLE TRUST	7525	AUBURN	BLV	CITRUS HEIGHTS	95610	2		MCLAREN	AVE			SAN FRANCISCO CA	94121
204-0102-013-000	PARVEZ MOHAMMED AHAD	7441	AUBURN	BLV	CITRUS HEIGHTS	95610	932		GARCIA	DR			WOODLAND CA	95776
204-0122-004-000	VARGA JANOS/GABRIELLA	7487	ROLLINGWOOD	BLV	CITRUS HEIGHTS	95621	7487		ROLLINGWOOD	BLV			CITRUS HEIGHTS CA	95621
204-0122-005-000	WILHELM LEONARD T/YUN-HEE K	8191	AUBURN	BLV	CITRUS HEIGHTS	95610	8191		AUBURN	BLV			CITRUS HEIGHTS CA	95610
204-0125-015-000	EL MARINO LLC/REFOUA LLC	7963	AUBURN	BLV	CITRUS HEIGHTS	95610	410 S.		BEVERLY	DR			BEVERLY HILLS CA	90212
204-0125-016-000	BREKKE FAMILY 2000 REVOCABLE TRUST	8113	AUBURN	BLV	CITRUS HEIGHTS	95610	7016		TRABERT	CT			CARMICHAEL CA	95608
204-0133-014-000	BOB INC	7919	AUBURN	BLV	CITRUS HEIGHTS	95610						PO BOX 4140	CITRUS HEIGHTS CA	95611
204-0133-018-000	ANTON J/ILHAM SACA REVOCABLE TRUST	7927	AUBURN	BLV	CITRUS HEIGHTS	95610	3801		RANDOM	LN			SACRAMENTO CA	95864
204-0133-019-000	EL MARINO LLC/REFOUA LLC	7963	AUBURN	BLV	CITRUS HEIGHTS	95610	410 S.		BEVERLY	DR			BEVERLY HILLS CA	90212
204-0144-008-000	FIRESIDE LANES VENTURE	7901	AUBURN	BLV	CITRUS HEIGHTS	95610	1520		EUREKA			100	ROSEVILLE CA	95661
204-0144-009-000	ANTON J/ILHAM SACA REVOCABLE TRUST	7911	AUBURN	BLV	CITRUS HEIGHTS	95610	3801		RANDOM	LN			SACRAMENTO CA	95864
204-0144-011-000	LEE J L				CITRUS HEIGHTS	95621	7483		ROLLINGWOOD	BLV			CITRUS HEIGHTS CA	95621
204-0201-048-000	LANDR REVOCABLE TRUST	7683	AUBURN	BLV	CITRUS HEIGHTS	95610	7925		MORNINGSIDE	DR			GRANITE BAY CA	95746
204-0201-056-000	COUNTY OF SACRAMENTO				CITRUS HEIGHTS	95610							CITRUS HEIGHTS CA	95610
204-0201-057-000	ARAM/SUE YENOVKIAN FAMILY REVOCABLE	7725	AUBURN	BLV	CITRUS HEIGHTS	95610	1071		LOS MOLINOS	WAY			SACRAMENTO CA	95864
204-0201-059-000	AXELBAUM LAWRENCE/MARILYN/TR	7721	AUBURN	BLV	CITRUS HEIGHTS	95610						PO BOX 787	APPLEGATE CA	95703
204-0201-060-000	MILE HIGH INVESTMENTS LLC	7717	AUBURN	BLV	CITRUS HEIGHTS	95610	3827		MADISON	AVE			N HIGHLANDS CA	95660
204-0210-044-000	MADONICH PHIL JR/LINDA R	7621	AUBURN	BLV	CITRUS HEIGHTS	95610	7304		LINCOLN	AVE			CARMICHAEL CA	95608
204-0210-045-000	LAMBETH BYRON D/DOROTHY J	7617	AUBURN	BLV	CITRUS HEIGHTS	95610	303		LIVOTI	AVE			ROSEVILLE CA	95661
204-0210-052-000	FELICE FAMILY LIVING TRUST	7601	AUBURN	BLV	CITRUS HEIGHTS	95610	2833		MARCONI	AVE			SACRAMENTO CA	95821

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204-0210-082-000	BOUYE MARITAL TRUST/BOUYE SURVIVOR'S	7635 AUBURN	BLV	CITRUS HEIGHTS	95610	1791	VILLARITA	DR		CAMPBELL CA	95008
204-0210-088-000	PIERCE DENNIS S/ETAL	7551 AUBURN	BLV	CITRUS HEIGHTS	95610	3610	CINCINNATI	AVE		ROCKLIN CA	95765
204-0210-090-000	HALE RICHARD A SR/LAURIE M			CITRUS HEIGHTS	95621	7549	AUBURN	BLV		CITRUS HTS CA	95621
204-0210-092-000	HALE RICHARD A SR/LAURIE M	7549 AUBURN	BLV	CITRUS HEIGHTS	95610	7793	SPENCER	LN		CITRUS HTS CA	95610
204-0235-060-000	GIRI CHRISTINE & UDDHAV	7700 AUBURN	BLV	CITRUS HEIGHTS	95610	7700	AUBURN	BLV		CITRUS HEIGHTS CA	95610-2114
204-0235-072-000	TOFINO GROUP LLC	7766 AUBURN	BLV	CITRUS HEIGHTS	95610	43678	SKYE	RD		FREMONT CA	94539
204-0235-081-000	BERG PROPERTIES INC	7742 AUBURN	BLV	CITRUS HEIGHTS	95610				PO BOX 1574	FOLSOM CA	95763
204-0242-001-000	JOHN R MCGRAW FAMILY REVOCABLE TRUST	7530 AUBURN	BLV	CITRUS HEIGHTS	95610	308	BAY RIVER	WAY		SACRAMENTO CA	95831
204-0242-002-000	KELLY BAMBERG INVS LLC	7518 PRATT	AVE	CITRUS HEIGHTS	95610	7518	PRATT	AVE		CITRUS HEIGHTS CA	95610
204-0242-015-000	AUBURN GAS	7500 AUBURN	BLV	CITRUS HEIGHTS	95610	3164	MILTON JENSON	CT		TRACY CA	95377
204-0242-016-000	TORRES ROBERT/MICHELLE	7512 AUBURN	BLV	CITRUS HEIGHTS	95610	20423	VERDE CANYON	DR		KATY TX	77450
204-0242-017-000	CLARK JACK W/SHERMA M	7518 AUBURN	BLV	CITRUS HEIGHTS	95610	332 N.	LEXINGTON	DR		FOLSOM CA	95630
204-0411-004-000	CLIFFORD A/LORRAINE L FROST REV TRUS	7440 AUBURN	BLV	CITRUS HEIGHTS	95610	174	CHADWICK	WAY		FOLSOM CA	95630
204-0411-005-000	HENRICKS DEAN E/KATHERINE M	7404 AUBURN	BLV	CITRUS HEIGHTS	95610	7404	AUBURN	BLV		CITRUS HEIGHTS CA	95610
204-0411-019-000	PANFILOV STEVEN/JULIA	7444 AUBURN	BLV	CITRUS HEIGHTS	95610	7444	AUBURN	BLV		CITRUS HEIGHTS CA	95610
204-0411-020-000	BLACKWELL FAMILY TRUST	7448 AUBURN	BLV	CITRUS HEIGHTS	95610	7448	AUBURN	BLV		CITRUS HEIGHTS CA	95610
204-0411-021-000	BLACKWELL GENE D/BETTY J			CITRUS HEIGHTS	95610	4351	AUBURN	BLV		SACRAMENTO CA	95841
204-0411-036-000	MCCRAY ENTERPRISES LLC	7442 AUBURN	BLV	CITRUS HEIGHTS	95610	7633	NORTHEAST	CIR		CITRUS HEIGHTS CA	95610
204-0411-038-000	HOUSING AUTHORITY OF COUNTY OF SACRA	7532 CARLETON	LN	CITRUS HEIGHTS	95610				P O BX 1834	SACRAMENTO CA	95812
204-0420-001-000	GEORGE S/SHERRY ENG LOUIE FAMILY TRU	7952 AUBURN	BLV	CITRUS HEIGHTS	95610	817	PARKHAVEN	WAY		SACRAMENTO CA	95831
204-0420-022-000	WOODROW/BERNICE GEIST REVOCABLE TRUS	7932 AUBURN	BLV	CITRUS HEIGHTS	95610	4600	HIXON	CIR		SACRAMENTO CA	95841
204-0420-023-000	LONG DOYLE L/MARION J//JOHN N PANTIS/	7920 AUBURN	BLV	CITRUS HEIGHTS	95610	113	LAZY OAK	LN		ROSEVILLE CA	95661
204-0420-024-000	LONG DOYLE L/MARION J//JOHN N PANTIS/	7514 CRIPPLE CREEK	RD	CITRUS HEIGHTS	95610	113	LAZY OAK	LN		ROSEVILLE CA	95661
204-0420-029-000	BROUS CARLA M/FRANK L LEVINGS JR	7908 AUBURN	BLV	CITRUS HEIGHTS	95610	7908	AUBURN	BLV		CITRUS HEIGHTS CA	95610
204-0420-031-000	CCM EQUIPMENT COMPANY	7904 AUBURN	BLV	CITRUS HEIGHTS	95610	3286	FITZGERALD	RD		RANCHO CORDOVA CA	95742
204-0440-003-000	NORTHERN CA CONFERENCE ASSOC OF 7 DY	7828 AUBURN	BLV	CITRUS HEIGHTS	95610	401	TAYLOR	BLV		PLEASANT HILL CA	94523
204-0440-022-000	CECIL R/CONSTANCE G ABRAM 1996 REVOC	7800 AUBURN	BLV	CITRUS HEIGHTS	95610	3716	CLOVER VALLEY	RD		ROCKLIN CA	95677
204-0440-026-000	CCM EQUIPMENT COMPANY	7904 AUBURN	BLV	CITRUS HEIGHTS	95610	3286	FITZGERALD	RD		RANCHO CORDOVA CA	95742
204-0440-028-000	BENNETT GERALYN M/RICHARD J/CAROLE D	7812 AUBURN	BLV	CITRUS HEIGHTS	95610	747 S.	9TH	ST		MODESTO CA	95351
204-0461-026-000	AIROLA CHRISTOPHER K/LISA M/TR	8328 AUBURN	BLV	CITRUS HEIGHTS	95610	7220	HORSESHOE BAR	RD		LOOMIS CA	95650
204-0461-027-000	WAYNE/DONNA WASULKO FAMILY TRUST	8332 AUBURN	BLV	CITRUS HEIGHTS	95610	8332	AUBURN	BLV		CITRUS HEIGHTS CA	95610
204-0461-042-000	WELLS-HOTT LINDA I	8340 AUBURN	BLV	CITRUS HEIGHTS	95610	147	PINEDALE	AVE		SACRAMENTO CA	95838
204-0462-001-000	SMITH,AUSTIN M/NAOMI L	7500 CHERRY GLEN	AVE	CITRUS HEIGHTS	95610				P O BX 313	CITRUS HTS CA	95611
204-0462-016-000	WASSER LIVING 1982 TRUST	8300 AUBURN	BLV	CITRUS HEIGHTS	95610				PO BOX 2191	GRANITE BAY CA	95746

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204-0462-017-000	WASSER OZELLA C/ROBERT W	8316	AUBURN	BLV	CITRUS HEIGHTS	95610					PO BOX 2191	GRANITE BAY CA	95746
204-0471-010-000	LOPEZ ARAMINDA	8244	AUBURN	BLV	CITRUS HEIGHTS	95610	614	WELLAND	WAY			WEST SACRAMENT CA	95605
204-0471-011-000	RUBASH MICHAEL JAY/JOAN D/DANIEL D D	8252	AUBURN	BLV	CITRUS HEIGHTS	95610	7515	SUN	AVE	A		CITRUS HTS CA	95610
204-0471-012-000	RUBASH MICHAEL JAY/JOAN D/DANIEL D D	7515	SUN	AVE	CITRUS HEIGHTS	95610	7515	SUN	AVE	A		CITRUS HTS CA	95610
204-0471-013-000	BRATT FAMILY REVOCABLE LIVING TRUST	7515	OAK GROVE	AVE	CITRUS HEIGHTS	95610	7515	OAK GROVE	AVE			CITRUS HEIGHTS CA	95610
204-0472-001-000	RIEBE BART/VICKIE	8224	AUBURN	BLV	CITRUS HEIGHTS	95610	14275	GNOMES CROSSING				GRASS VALLEY CA	95949
204-0472-023-000	RIEBE'S AUTOMOTIVE SUPPLY INC	8200	AUBURN	BLV	CITRUS HEIGHTS	95610	8200	AUBURN	BLV			CITRUS HEIGHTS CA	95610
204-0521-001-000	ISFAN MUNTEAN FAMILY LLC	8144	AUBURN	BLV	CITRUS HEIGHTS	95610	2943	TILBURY	WAY			ROSEVILLE CA	95661
204-0521-002-000	RAMIREZ BERNARDO/EVA	8136	AUBURN	BLV	CITRUS HEIGHTS	95610	242	VERNON	ST			ROSEVILLE CA	95678
204-0521-003-000	MANN RANBIR S/KULJIT K	8130	AUBURN	BLV	CITRUS HEIGHTS	95610	3325	SALT RIVER	CT			ANTELOPE CA	95843
204-0521-026-000	SFP-B L P	8124	AUBURN	BLV	CITRUS HEIGHTS	95610	646	N. MADRAS	HWY			PRINEVILE OR	97754
204-0522-001-000	MC NEIL MARCELLUS	8104	AUBURN	BLV	CITRUS HEIGHTS	95610					P O BX 426028	SAN FRANCISCO CA	94142
204-0522-014-000	HAMBELTON FAMILY TRUST	7518	BAIRD	WAY	CITRUS HEIGHTS	95610	1231	MALLARD	LN			ROSEVILLE CA	95661
204-0530-008-000	TEXAS L/ANNE MEHREN SMITH REVOCABLE	8036	AUBURN	BLV	CITRUS HEIGHTS	95610	8036	AUBURN	BLV			CITRUS HEIGHTS CA	95610
204-0530-009-000	BHUMBLA AHMED S/SHAISTA I	8032	AUBURN	BLV	CITRUS HEIGHTS	95610					P O BX 1133	VALLEJO CA	94590
204-0530-010-000	CARL HUGO LUNDELIUS FAMILY TRUST OF	8016	AUBURN	BLV	CITRUS HEIGHTS	95610	9915	LE PANTO	RD			VICTORVILLE CA	92392
204-0530-045-000	NORMAN W/DOLORES A MONIZ FAMILY 1981	8048	AUBURN	BLV	CITRUS HEIGHTS	95610	5115	KENNETH	AVE			FAIR OAKS CA	95628
204-0530-049-000	BANH RICHARD	8000	AUBURN	BLV	CITRUS HEIGHTS	95610	7691	JACINTO	RD			ELK GROVE CA	95758
204-0561-001-000	MONSEF TONY ATA/SIGRID	7632	AUBURN	BLV	CITRUS HEIGHTS	95610	586	MORE	AVE			LOS GATOS CA	95030
204-0561-002-000	NOETH ARTHUR ALLEN/GAIL/TR				CITRUS HEIGHTS	95610					P O BX 3521	FREMONT CA	94539
204-0561-003-000	NOETH ARTHUR ALLEN/GAIL/TR	7640	AUBURN	BLV	CITRUS HEIGHTS	95610					P O BX 3521	FREMONT CA	94539
204-0562-001-000	PLATINUM GROUP INVS LLC	7628	AUBURN	BLV	CITRUS HEIGHTS	95610	8200	COOK RIOLO	RD			ANTELOPE CA	95843
204-0562-002-000	LEONARD WAYNE E/VERLEE J	7520	SYCAMORE	DR	CITRUS HEIGHTS	95610	7520	SYCAMORE	DR			CITRUS HEIGHTS CA	95610
204-0562-023-000	SAMOYLOVICH SARA/VLADIMIR	7610	AUBURN	BLV	CITRUS HEIGHTS	95610	5956	TANUS	CIR			ROCKLIN CA	95677
204-0562-024-000	SAMOYLOVICH SARA/VLADIMIR	7610	AUBURN	BLV	CITRUS HEIGHTS	95610	5956	TANUS	CIR			ROCKLIN CA	95677
204-0610-001-000	STATE OF CALIFORNIA				CITRUS HEIGHTS	95621						CITRUS HEIGHTS CA	95621
204-0610-017-000	JIB KOBRA PROPS LLC				CITRUS HEIGHTS	95610	2251	DOUGLAS	BLV		120	ROSEVILLE CA	95661
204-0610-018-000	CHC QRS 11 70 INCORP(K-MART CORP)	8501	AUBURN	BLV	CITRUS HEIGHTS	95610	3333	BEVERLY	RD			HOFFMAN ESTATE IL	60179
204-0610-019-000	BLACK MICHAEL R	8489	AUBURN	BLV	CITRUS HEIGHTS	95610	19520	BAINTER	WAY			LOS GATOS CA	95030
204-0610-020-000	MYL INC(RITE AID CORPORATION)	8485	AUBURN	BLV	CITRUS HEIGHTS	95610	8485	AUBURN	BLV			CITRUS HEIGHTS CA	95610
204-0610-021-000	MATT FRANICH ENTERPRISES TRUST B-1	8481	AUBURN	BLV	CITRUS HEIGHTS	95610	404	PASEO DEL MAR				PALOS VRDS EST CA	90274
204-0610-022-000	HUSAIN KAMRAN/ILA KRIPLANI/ILA	8477	AUBURN	BLV	CITRUS HEIGHTS	95610	855	PICCADILLY	CIR			SACRAMENTO CA	95864
204-0610-023-000	PIONEER PARTNERS LIMITED	8537	AUBURN	BLV	CITRUS HEIGHTS	95610	8537	AUBURN	BLV			CITRUS HEIGHTS CA	95610
204-0610-027-000	TCHERKOYAN FAMILY TRUST 2006	8421	AUBURN	BLV	CITRUS HEIGHTS	95610	157	EMMONS CANYON	LN			ALAMO CA	94507

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204-0610-028-000	CABERNET SUNSET LLC	8391 AUBURN	BLV	CITRUS HEIGHTS	95610	8391	AUBURN	BLV			CITRUS HEIGHTS CA	95610		
204-0610-041-000	SIERRA GLEN - 168 L L C	7321 AUBURN OAKS	CT	CITRUS HEIGHTS	95610	9500	SW BARBUR	BLV		300	PORTLAND OR	97219		
204-0610-046-000	NORMA M HARRIS FAMILY LIMITED PARTNE	8475 AUBURN	BLV	CITRUS HEIGHTS	95610					P O BX 238	APPLEGATE CA	95703		
204-0620-010-000	KHAN ABDUL H/SHAZIA KHATTAK/ABDUL M/	8223 AUBURN	BLV	CITRUS HEIGHTS	95610	7987	DESERT DUNES	CT			SACRAMENTO CA	95829		
204-0620-011-000	KJ LLC	8201 AUBURN	BLV	CITRUS HEIGHTS	95610	23153	WINTERHAWK	WAY			FORESTHILL CA	95631		
204-0620-012-000	STEVEN J/ELIZABETH A WILLIAMS REV TR	8215 AUBURN	BLV	CITRUS HEIGHTS	95610					PO BOX 319	CITRUS HEIGHTS CA	95611		
204-0620-015-000	CALIFORNIA SCHOOL EMPLOYEES ASSOCIAT	8217 AUBURN	BLV	CITRUS HEIGHTS	95610	2045	LUNDY	AVE			SAN JOSE CA	95131		
204-0620-018-000	ROZUMOWICZ JANICE/RICHARD/STEVEN W B	7478 SANDALWOOD	DR	CITRUS HEIGHTS	95621	7478	SANDALWOOD	DR			CITRUS HEIGHTS CA	95621		
211-0044-001-000	COOK FAMILY TRUST	7380 AUBURN	BLV	CITRUS HEIGHTS	95610	6405	HICKORY	AVE			ORANGEVALE CA	95662		
211-0044-002-000	COOK FAMILY TRUST	7372 AUBURN	BLV	CITRUS HEIGHTS	95610	6405	HICKORY	AVE			ORANGEVALE CA	95662		
211-0044-025-000	ALBERT GARY L & MONICA S	7300 AUBURN	BLV	CITRUS HEIGHTS	95610	7300	AUBURN	BLV			CITRUS HEIGHTS CA	95610-2923		
211-0044-059-000	FRED E/ROBERTA J THOMPSON 1996 REV T	7360 AUBURN	BLV	CITRUS HEIGHTS	95610	9163	FALCON RIDGE	LN			FAIR OAKS CA	95628		
211-0044-063-000	JPH PROPERTIES INC	7320 AUBURN	BLV	CITRUS HEIGHTS	95610					PO BOX 130548	HOUSTON TX	77219		
211-0051-004-000	ROHLAND R R/EST OF	7545 OLD AUBURN	RD	CITRUS HEIGHTS	95610	7545	OLD AUBURN	RD			CITRUS HEIGHTS CA	95610		
211-0051-005-000	ROHLAND RICHARD DALE/EARL JAY/ETAL	7541 OLD AUBURN	RD	CITRUS HEIGHTS	95610	7545	OLD AUBURN	RD			CITRUS HTS CA	95610		
211-0051-013-000	JACK/SUN YONG DARTING 2004 REVOCABLE	7150 AUBURN	BLV	CITRUS HEIGHTS	95610	6704	BIX	AVE			CITRUS HTS CA	95621		
211-0051-015-000	THELMA C GRETZINGER REVOCABLE LIVING	7144 AUBURN	BLV	CITRUS HEIGHTS	95610	6711	FIVE STAR	BLV	B		ROCKLIN CA	95677		
211-0051-016-000	JAY/STACEY VICE FAMILY LIMITED PARTN	7537 OLD AUBURN	RD	CITRUS HEIGHTS	95610	3380	HECTOR	RD			NEWCASTLE CA	95658		
211-0051-019-000	STONE HERBERT R	7555 OLD AUBURN	RD	CITRUS HEIGHTS	95610	8550	LOST HORIZON	RD			SHINGLE SPRING CA	95682		
211-0051-020-000	HERBERT R STONE SR REVOCABLE TRUST	7569 OLD AUBURN	RD	CITRUS HEIGHTS	95610	8550	LOST HORIZON	RD			LATROBE CA	95682		
211-0123-018-000	BRADLEY CARPENTER ESTA L	6720 VAN MAREN	LN	CITRUS HEIGHTS	95621	6940	WEDDIGEN	WAY			NORTH HIGHLAND CA	95660		
211-0123-021-000	S M U D	6721 AUBURN	BLV	CITRUS HEIGHTS	95621	6721	AUBURN	BLV			CITRUS HEIGHTS CA	95621		
211-0123-022-000	LOO NEIL H/HELEN T	6701 AUBURN	BLV	CITRUS HEIGHTS	95621	1369	FRESWICK	DR			FOLSOM CA	95630		
211-0123-023-000	VESSELS ROY/JULIO JUAREZ/SOCORRO F D	6717 AUBURN	BLV	CITRUS HEIGHTS	95621	6717	AUBURN	BLV			CITRUS HEIGHTS CA	95621		
211-0132-015-000	COMM REDEVELOPMENT AGENCY CITY OF CI	6657 AUBURN	BLV	CITRUS HEIGHTS	95621	6237	FOUNTAIN SQUARE	DR			CITRUS HEIGHTS CA	95610		
211-0132-035-000	MUSTAIN CHERYL L	6614 OAK LAKES	LN	CITRUS HEIGHTS	95621	6614	OAK LAKES	LN			CITRUS HEIGHTS CA	95621		
211-0132-036-000	MEANEY JEAN D/JOSEPH G	6616 OAK LAKES	LN	CITRUS HEIGHTS	95621	6616	OAK LAKES	LN			CITRUS HEIGHTS CA	95621		
211-0132-037-000	WHITNEY HENRY/JENNIFER	6618 OAK LAKES	LN	CITRUS HEIGHTS	95621	6618	OAK LAKES	LN			CITRUS HEIGHTS CA	95621		
211-0132-038-000	KACHURAK THOMAS	6620 OAK LAKES	LN	CITRUS HEIGHTS	95621	6620	OAK LAKES	LN			CITRUS HEIGHTS CA	95621		
211-0132-039-000	BANK OF NEW YORK 2005-14 TR	6622 OAK LAKES	LN	CITRUS HEIGHTS	95621									
211-0132-040-000	FRAIZER LARRY E/DEBORAH L	6624 OAK LAKES	LN	CITRUS HEIGHTS	95621	6624	OAK LAKES	LN			CITRUS HEIGHTS CA	95621		
211-0132-041-000	WOEN SANNY I	6628 OAK LAKES	LN	CITRUS HEIGHTS	95621	6628	OAK LAKES	LN			CITRUS HEIGHTS CA	95621-3302		
211-0132-042-000	GUTKOWSKI PETER/TIFFANY	6737 VAN MAREN	LN	CITRUS HEIGHTS	95621	6737	VAN MAREN	LN			CITRUS HEIGHTS CA	95621		
211-0132-046-000	BEZDJIAN FAMILY LIVING TRUST (THRIFT			CITRUS HEIGHTS	95621					P O BX 3165	HARRISBURG PA	17105		

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211-0132-047-000	EMERSON PROPERTIES INC	6633	AUBURN	BLV	CITRUS HEIGHTS	95621	1120	2ND	ST	114	BRENTWOOD CA	94513
211-0160-027-000	NOVASOURCE CA LLC				CITRUS HEIGHTS	95621	2180 S.	1300 EAST		410	SALT LAKE CITY UT	84106
211-0160-030-000	HARMAN MANAGERS INVESTMENT INC	7092	AUBURN	BLV	CITRUS HEIGHTS	95621				P O BX 789790	WICHITA KS	67278
211-0160-031-000	HARMAN MANAGERS INVESTMENT INC	7098	AUBURN	BLV	CITRUS HEIGHTS	95621	5544 S.	GREEN	ST		MURRAY UT	84123
211-0160-034-000	HARMAN MANAGEMENT CORPORATION	7098	AUBURN	BLV	CITRUS HEIGHTS	95610	199	1ST	ST	212	LOS ALTOS CA	94022
211-0210-008-000	MARCIE M BAKER TRUST	7548	OLD AUBURN	RD	CITRUS HEIGHTS	95610	6521	GARDEN	HWY		SACRAMENTO CA	95837
211-0210-011-000	JAY/STACEY VICE FAMILY LIMITED PARTN	7524	OLD AUBURN	RD	CITRUS HEIGHTS	95610	3380	HECTOR	RD		NEWCASTLE CA	95658
211-0210-041-000	ROMEO THOMAS A	7028	SYLVAN	RD	CITRUS HEIGHTS	95610	8937	BRONSON	DR		GRANITE BAY CA	95746
211-0210-042-000	ROMEO THOMAS A	7524	OLD AUBURN	RD	CITRUS HEIGHTS	95610	8937	BRONSON	DR		GRANITE BAY CA	95746
211-0270-015-000	SUNRISE RECREATION AND PARK DISTRICT				CITRUS HEIGHTS	95621	7801	AUBURN	BLV		CITRUS HEIGHTS CA	95610
211-0270-016-000	SUNRISE RECREATION AND PARK DISTRICT	6601	THALIA	WAY	CITRUS HEIGHTS	95621	7810	AUBURN	BLV		CITRUS HEIGHTS CA	95610
211-0280-003-000	CALIFORNIA C/S PROPERTIES				CITRUS HEIGHTS	95621	2808	CLAREMONT	BLV		BERKELEY CA	94705
211-0280-004-000	HUNTING SQUARE LIMITED L P	7311	HUNTINGTON SQ	LN	CITRUS HEIGHTS	95621	100	SARATOGA	AVE	300	SANTA CLARA CA	95051
211-0490-003-000	DAVENPORT 2004 FAMILY TRUST/SHELLEY	7516	MAPLE	AVE	CITRUS HEIGHTS	95610	1224	CRESCENDO	DR		ROSEVILLE CA	95678
211-0490-024-000	COOK FAMILY TRUST	7238	AUBURN	BLV	CITRUS HEIGHTS	95610	6405	HICKORY	AVE		ORANGEVALE CA	95662
211-0490-026-000	COOK FAMILY TRUST	7234	AUBURN	BLV	CITRUS HEIGHTS	95610	6405	HICKORY	AVE		ORANGEVALE CA	95662
211-0490-027-000	FRANK MOFFETT BARTLETT REV LIVING TR	7208	AUBURN	BLV	CITRUS HEIGHTS	95610	1740	4TH	AVE		SACRAMENTO CA	95818
211-0490-028-000	SYLVAN CONTRACTORS STORAGE/YARD LLC/	7200	AUBURN	BLV	CITRUS HEIGHTS	95610	7633	SUNRISE	BLV		CITRUS HEIGHTS CA	95610
211-0490-031-000	ALBERT GARY/MONICA	7264	AUBURN	BLV	CITRUS HEIGHTS	95610	7264	AUBURN	BLV		CITRUS HEIGHTS CA	95610
211-0490-049-000	MCGILL FAMILY LIVING TRUST	7250	AUBURN	BLV	CITRUS HEIGHTS	95610	7250	AUBURN	BLV		CITRUS HEIGHTS CA	95610
211-0870-001-000	COSTCO WHOLESALE CORPORATION	7000	AUBURN	BLV	CITRUS HEIGHTS	95621	999	LAKE	DR		ISSAQUAH WA	98027
211-0870-002-000	WAL MART REAL ESTATE BSNS TRUST	7010	AUBURN	BLV	CITRUS HEIGHTS	95621					BENTONVILLE AR	72716
211-0870-003-000	CALIFORNIA C/S PROPERTIES				CITRUS HEIGHTS	95621	2808	CLAREMONT	BLV		BERKELEY CA	94705
211-0870-004-000	CALIFORNIA C/S PROPERTIES				CITRUS HEIGHTS	95621	2808	CLAREMONT	BLV		BERKELEY CA	94705
211-0870-005-000	CALIFORNIA C/S PROPERTIES				CITRUS HEIGHTS	95621	2808	CLAREMONT	BLV		BERKELEY CA	94705
211-0870-006-000	CALIFORNIA C/S PROPERTIES				CITRUS HEIGHTS	95621	2808	CLAREMONT	BLV		BERKELEY CA	94705
211-0870-007-000	CALIFORNIA C/S PROPERTIES				CITRUS HEIGHTS	95621	2808	CLAREMONT	BLV		BERKELEY CA	94705
211-0870-008-000	CALIFORNIA C/S PROPERTIES				CITRUS HEIGHTS	95621	2808	CLAREMONT	BLV		BERKELEY CA	94705
211-0870-009-000	CALIFORNIA C/S PROPERTIES				CITRUS HEIGHTS	95621	2808	CLAREMONT	BLV		BERKELEY CA	94705
211-0870-010-000	CALIFORNIA C/S PROPERTIES				CITRUS HEIGHTS	95621	2808	CLAREMONT	BLV		BERKELEY CA	94705
211-0870-011-000	CALIFORNIA C/S PROPERTIES				CITRUS HEIGHTS	95621	2808	CLAREMONT	BLV		BERKELEY CA	94705
211-0870-012-000	CALIFORNIA C/S PROPERTIES				CITRUS HEIGHTS	95621	2808	CLAREMONT	BLV		BERKELEY CA	94705
211-0870-013-000	SUNRISE RECREATION & PARK				CITRUS HEIGHTS	95621	7801	AUBURN	BLV		CITRUS HEIGHTS CA	95610
211-0870-014-000	SUNRISE RECREATION & PARK				CITRUS HEIGHTS	95621	7801	AUBURN	BLV		CITRUS HEIGHTS CA	95610

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211-0880-001-000	KARPENKO ALLA	7300	THALIA	WAY	CITRUS HEIGHTS	95621	7300	THALIA	WAY			CITRUS HEIGHTS CA	95621
211-0880-002-000	KARPENKO VLADIMIR A/SVETLANA POPOVA	7304	THALIA	WAY	CITRUS HEIGHTS	95621	7304	THALIA	WAY			CITRUS HEIGHTS CA	95621
211-0880-003-000	SPICHKA OKSANA	7308	THALIA	WAY	CITRUS HEIGHTS	95621	7308	THALIA	WAY			CITRUS HEIGHTS CA	95621
211-0880-004-000	LACEY KEVIN L/LACEY KELLY STIEVE A	7312	THALIA	WAY	CITRUS HEIGHTS	95621	7312	THALIA	WAY			CITRUS HEIGHTS CA	95621
211-0880-005-000	ZHIGAYLO YURIY A/TATYANA L	7316	THALIA	WAY	CITRUS HEIGHTS	95621	7316	THALIA	WAY			CITRUS HEIGHTS CA	95621
211-0880-006-000	CONSOLACION HAWTHIE LAZO/HEIDI MICHE	6600	HESPERA	WAY	CITRUS HEIGHTS	95621	6600	HESPERA	WAY			CITRUS HEIGHTS CA	95621
211-0880-007-000	DAVIDOV ANDREI/OKSANA S	6604	HESPERA	WAY	CITRUS HEIGHTS	95621	6604	HESPERA	WAY			CITRUS HEIGHTS CA	95621
211-0880-008-000	VOSKANIAN ALEKSANDER/IRINA VOSKANYAN	6612	HESPERA	WAY	CITRUS HEIGHTS	95621	6612	HESPERA	WAY			CITRUS HEIGHTS CA	95621
211-0880-009-000	KATSAVEL ALEKSANDR/MAYYA DULOGLO	7420	HESPERA	WAY	CITRUS HEIGHTS	95621	7420	HESPERA	WAY			CITRUS HEIGHTS CA	95621
211-0880-010-000	KINDRUK VLADIMIR/LYUDMILA	7424	HESPERA	WAY	CITRUS HEIGHTS	95621	7424	HESPERA	WAY			CITRUS HEIGHTS CA	95621
211-0880-011-000	HARTIN JOSEPH WILLIAM/STACY A	7428	HESPERA	WAY	CITRUS HEIGHTS	95621	7428	HESPERA	WAY			CITRUS HEIGHTS CA	95621
211-0880-012-000	SWAMY KUPPA/VIJAY	7432	HESPERA	WAY	CITRUS HEIGHTS	95621	7432	HESPERA	WAY			CITRUS HEIGHTS CA	95621
211-0880-013-000	KOTSYUBCHUK VLADIMIR/YELENA KOTSBYUC	7436	HESPERA	WAY	CITRUS HEIGHTS	95621	7436	HESPERA	WAY			CITRUS HEIGHTS CA	95621
211-0880-014-000	STUKOV PETR P/INNA N STUKOVA	7440	HESPERA	WAY	CITRUS HEIGHTS	95621	7440	HESPERA	WAY			CITRUS HEIGHTS CA	95621
211-0880-015-000	KISS DAVID/MICHELLE	7444	HESPERA	WAY	CITRUS HEIGHTS	95621	7444	HESPERA	WAY			CITRUS HEIGHTS CA	95621
211-0880-016-000	NORMAN LINDA M S/RICHARD W	7448	HESPERA	WAY	CITRUS HEIGHTS	95621	7448	HESPERA	WAY			CITRUS HEIGHTS CA	95621
211-0880-017-000	STASYUK VYACHESLAV/MARGARTIA	7452	HESPERA	WAY	CITRUS HEIGHTS	95621	7452	HESPERA	WAY			CITRUS HEIGHTS CA	95621
211-0880-018-000	RETZLAFF KIM/MICHAEL	6617	HESPERA	WAY	CITRUS HEIGHTS	95621	6617	HESPERA	WAY			CITRUS HEIGHTS CA	95621
211-0880-019-000	DOUCET BRIAN M	6609	HESPERA	WAY	CITRUS HEIGHTS	95621	6609	HESPERA	WAY			CITRUS HEIGHTS CA	95621
211-0880-020-000	MARCHENKOV PETER/MARIYA MARCHENKOVA	6605	HESPERA	WAY	CITRUS HEIGHTS	95621	6605	HESPERA	WAY			CITRUS HEIGHTS CA	95621
211-0880-021-000	FISHER SEAN MICHAEL/JERILYN A	6601	HESPERA	WAY	CITRUS HEIGHTS	95621	6601	HESPERA	WAY			CITRUS HEIGHTS CA	95621
211-0880-022-000	SHARUK IRINA/VASYL	7305	THALIA	WAY	CITRUS HEIGHTS	95621	7305	THALIA	WAY			CITRUS HEIGHTS CA	95621
211-0880-023-000	PETER/SILVIA KENTERA 2003 TRUST	7301	THALIA	WAY	CITRUS HEIGHTS	95621	7301	THALIA	WAY			CITRUS HEIGHTS CA	95621
211-0880-024-000	RYLAND HOMES CALIFORNIA INC				CITRUS HEIGHTS	95621	2400	DEL PASO	RD	250		SACRAMENTO CA	95834
211-0880-025-000	RYLAND HOMES CALIFORNIA INC				CITRUS HEIGHTS	95621	2400	DEL PASO	RD	250		SACRAMENTO CA	95834
229-0021-007-000	RANCOURT FAMILY LP	6104	GREENBACK	LN	CITRUS HEIGHTS	95621	500	CALVADOS	AVE			SACRAMENTO CA	95815
229-0021-025-000	BP WEST COAST PRODUCTS LLC	6140	GREENBACK	LN	CITRUS HEIGHTS	95621					PO BOX 5015	BUENA PARK CA	90622
229-0022-010-000	TORGERSON HELEN LINDAUER/TR	6233	AUBURN	BLV	CITRUS HEIGHTS	95621	3582 N.	HIGHLAND	AVE			CLOVIS CA	93611
229-0022-011-000	TORGERSON HELEN LINDAUER/TR	6235	AUBURN	BLV	CITRUS HEIGHTS	95621	3582 N.	HIGHLAND	AVE			CLOVIS CA	93611
229-0022-015-000	PATEL BHARAT B/KALPANA B	6221	AUBURN	BLV	CITRUS HEIGHTS	95621	6221	AUBURN	BLV			CITRUS HEIGHTS CA	95621
229-0023-002-000	LAWRENCE M/MARIE R HOUCK REVOCABLE T	6201	GREENBACK	LN	CITRUS HEIGHTS	95621	8610	OAK	AVE			ORANGEVALE CA	95662
229-0023-015-000	SHERGILL JASWINDER S	6234	AUBURN	BLV	CITRUS HEIGHTS	95621	8041	TETOLOM PARK	WAY			ANTELOPE CA	95843
229-0023-022-000	ALTMAN DOREEN R/JOHN R	6232	AUBURN	BLV	CITRUS HEIGHTS	95621	108	ENDICOTT SQ				FOLSOM CA	95630
229-0023-024-000	CHEVRON U S A INC	6151	GREENBACK	LN	CITRUS HEIGHTS	95621					P O BOX 285	HOUSTON TX	77001

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229-0023-026-000	SHU MING INVESTMENT CO LTD	6171 GREENBACK	LN	CITRUS HEIGHTS	95621	1718	CLAY	ST			SAN FRANCISCO CA	94109
229-0023-031-000	CHEVRON U S A INC	6151 AUBURN	BLV	CITRUS HEIGHTS	95621					P O BOX 285	HOUSTON TX	77001
229-0023-032-000	MCDONALD'S CORPORATION	6212 AUBURN	BLV	CITRUS HEIGHTS	95621	4120	DOUGLAS	BLV		366	GRANITE BAY CA	95746
229-0023-033-000	CITY OF CITRUS HEIGHTS			CITRUS HEIGHTS	95621	6237	FOUNTAIN SQUARE	DR			CITRUS HEIGHTS CA	95621
229-0023-034-000	SUTHERLAND DOUGLAS M/LIMITED ABMS	6230 AUBURN	BLV	CITRUS HEIGHTS	95621	1717	MAIN	ST		1000	DALLAS TX	75201
229-0023-035-000	CITY OF CITRUS HEIGHTS			CITRUS HEIGHTS	95621	6237	FOUNTAIN SQUARE	DR			CITRUS HEIGHTS CA	95621
229-0023-036-000	ANNEXUS CAPITAL LLC	6191 GREENBACK	LN	CITRUS HEIGHTS	95621	6191	GREENBACK	LN			CITRUS HEIGHTS CA	95621
229-0024-001-000	HERTZ REALTY INC	6170 AUBURN	BLV	CITRUS HEIGHTS	95621	3527	MT DIABLO	BLV		292	LAFAYETTE CA	94549
229-0024-002-000	SOUTHLAND CORPORATION(IYG HOLDING CO	6180 AUBURN	BLV	CITRUS HEIGHTS	95621					P O BX 711	DALLAS TX	75221
229-0041-004-000	RANCOURT FAMILY LP/ETAL	6041 AUBURN	BLV	CITRUS HEIGHTS	95621	500	CALVADOS	AVE			SACRAMENTO CA	95815
229-0041-005-000	RANCOURT FAMILY LP/ETAL	6019 AUBURN	BLV	CITRUS HEIGHTS	95621	500	CALVADOS	AVE			SACRAMENTO CA	95815
229-0041-007-000	KAYLAND OF SACRAMENTO	5933 AUBURN	BLV	CITRUS HEIGHTS	95621	5270	BELSERA	CT			RENO NV	89519
229-0041-008-000	BRENT G\ANNE E MCCALEB REVOCABLE TRU	5927 AUBURN	BLV	CITRUS HEIGHTS	95621	141	WATER VIEW	WAY			FOLSOM CA	95630
229-0041-009-000	BRENT G\ANNE E MCCALEB REVOCABLE TRU	5919 AUBURN	BLV	CITRUS HEIGHTS	95621	141	WATER VIEW	WAY			FOLSOM CA	95630
229-0041-010-000	BRENT G\ANNE E MCCALEB REVOCABLE TRU	5919 AUBURN	BLV	CITRUS HEIGHTS	95621	141	WATER VIEW	WAY			FOLSOM CA	95630
229-0041-011-000	STRADIOTA GEORGE C/JULIE A	5997 DEVECCHI	AVE	CITRUS HEIGHTS	95621	4329	JAN	DR			CARMICHAEL CA	95608
229-0041-014-000	RANCOURT FAMILY LP/ETAL	6023 AUBURN	BLV	CITRUS HEIGHTS	95621	500	CALVADOS	AVE			SACRAMENTO CA	95815
229-0041-016-000	OLIVE GROVE APTS I LLC/ETAL	6143 AUBURN	BLV	CITRUS HEIGHTS	95621	1377	FULTON	ST			SAN FRANCISCO CA	94117
229-0041-019-000	GLEN WILLIAMS LIVING TRUST	6001 AUBURN	BLV	CITRUS HEIGHTS	95621	5111	COLLEGE OAK	DR	H		SACRAMENTO CA	95841
229-0042-004-000	KOGOS FAMILY TRUST	5911 AUBURN	BLV	CITRUS HEIGHTS	95621	6003	HELVA	LN			CARMICHAEL CA	95608
229-0043-001-000	AMOS J WALKER INC	6160 AUBURN	BLV	CITRUS HEIGHTS	95621	1500	EL CAMINO	AVE	D		SACRAMENTO CA	95815
229-0043-002-000	EMORY/HEIDE GRAY FAMILY 1992 REV TRU	6150 AUBURN	BLV	CITRUS HEIGHTS	95621	15900	GOLDEN HOOD	LN			FORT JONES CA	96032
229-0043-031-000	LOWELL GRETCHEN A/ETAL	6000 AUBURN	BLV	CITRUS HEIGHTS	95621	1912	BALBOA	DR			ROSEVILLE CA	95661
229-0050-001-000	CUNNINGHAM JACK	5948 AUBURN	BLV	CITRUS HEIGHTS	95621	3140	GOLD CAMP	DR		150	RANCHO CORDOVA CA	95670
229-0050-011-000	AZEVEDO FAMILY TRUST B	5848 MANZANITA	AVE	CARMICHAEL	95608	1507	CHANCELLOR	AVE			ROSEVILLE CA	95661
229-0050-055-000	JDD ENTRPRS LLC	5916 AUBURN	BLV	CITRUS HEIGHTS	95621	3140	GOLD CAMP	DR		150	RANCHO CORDOVA CA	95670
229-0050-056-000	5910 AUBURN BLVD GEN PARTNERSHIP	5910 AUBURN	BLV	CITRUS HEIGHTS	95621					P O BX 497	W SACRAMENTO CA	95691
229-0050-057-000	JDD ENTRPRS LLC	5914 AUBURN	BLV	CITRUS HEIGHTS	95621	3140	GOLD CAMP	DR		150	RANCHO CORDOVA CA	95670
229-0061-033-000	GREENBACK MANAGEMENT LLC	6226 GREENBACK	LN	CITRUS HEIGHTS	95621	1118	ABBOTT	AVE			CAMPBELL CA	95008
229-0061-036-000	JAMES W ROBERTS REVOCABLE TRUST/ETAL	6300 GREENBACK	LN	CITRUS HEIGHTS	95621					P O BX 1172	MANHATTAN KS	66505
229-0061-037-000	STAN SHORE TRUST	6296 GREENBACK	LN	CITRUS HEIGHTS	95621	242	KELLOGG	AVE			PALO ALTO CA	94301
229-0061-040-000	CITY OF CITRUS HEIGHTS			CITRUS HEIGHTS	95621	6237	FOUNTAIN SQUARE	DR			CITRUS HEIGHTS CA	95621
229-0061-041-000	CHUNG-BAE BERNICE O/GOANG Y BAE	6240 GREENBACK	LN	CITRUS HEIGHTS	95621	2844	GARFIELD	AVE			CARMICHAEL CA	95608
229-0100-018-000	CALAGNA SURVIVORS TRUST	6901 GREENBACK	LN	CITRUS HEIGHTS	95621	4624	CABANA	WAY			SACRAMENTO CA	95822

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229-0100-032-000	CROSSWOODS HOMEOWNERS ASSN				CITRUS HEIGHTS	95621				P O BX 2117	CITRUS HEIGHTS CA	95611
229-0133-024-000	CITY MARKET	6831	GREENBACK	LN	CITRUS HEIGHTS	95621	6825	GREENBACK	LN		CITRUS HEIGHTS CA	95621
229-0133-025-000	KIM JOO D/SUN K	6855	GREENBACK	LN	CITRUS HEIGHTS	95621	107	RUSSVILLE	CT		FOLSOM CA	95630
229-0133-026-000	D&G FINANCIAL MANAGEMENT INC	6225	BINET	DR	CITRUS HEIGHTS	95621				PO BOX 255231	SACRAMENTO CA	95865
229-0600-002-000	MAYFAIR JOINT VENTURE LLC	6067	GREENBACK	LN	CITRUS HEIGHTS	95621	480	3RD	ST		OAKLAND CA	94607-3834
229-0600-003-000	CHRISTOPHEL FAM REV TRUST/ETAL/TACO	6031	GREENBACK	LN	CITRUS HEIGHTS	95621				P O BX 35370	LOUISVILLE KY	40232
229-0600-004-000	PETER P BOLLINGER TEN-YEAR G R I T	6131	GREENBACK	LN	CITRUS HEIGHTS	95621	540	FULTON	AVE		SACRAMENTO CA	95825
229-0600-005-000	MAYFAIR JOINT VENTURE LLC	6085	AUBURN	BLV	CITRUS HEIGHTS	95621	480	3RD	ST		OAKLAND CA	94607-3834
229-0600-006-000	EQUILON ENTERPRISES LLC	6141	GREENBACK	LN	CITRUS HEIGHTS	95621				PO BOX 4369	HOUSTON TX	77210
229-0700-015-000	C T/N D RILEY REVOCABLE LIVING TRUST				CITRUS HEIGHTS	95621	300	WILMOT	RD		DEERFIELD IL	60015
229-0700-016-000	MH SHERMAN CO/SELVA INV GROUP/ETAL (				CITRUS HEIGHTS	95621	300	WILMOT	RD		DEERFIELD IL	60015
229-0700-017-000	MH SHERMAN CO/SELVA INV GROUP/ETAL (	6630	GREENBACK	LN	CITRUS HEIGHTS	95621	300	WILMOT	RD		DEERFIELD IL	60015
229-0700-018-000	C T/N D RILEY REVOCABLE LIVING TRUST				CITRUS HEIGHTS	95621	300	WILMOT	RD		DEERFIELD IL	60015
229-0920-001-000	CREEKSIDE COMMUNITY HOMEOWNERS ASSOC				CITRUS HEIGHTS	95621	6309	AUBURN	BLV		CITRUS HTS CA	95621
229-0920-003-000	CREEKSIDE COMMUNITY HOMEOWNERS ASSOC				CITRUS HEIGHTS	95621	6309	AUBURN	BLV		CITRUS HTS CA	95621
229-1000-001-000	GOLDEN 1 CREDIT UNION	6266	VIRK	LN	CITRUS HEIGHTS	95621				PO BOX 15966	SACRAMENTO CA	95852
229-1000-002-000	BIRCHFIELD ARCHIE & KARIN	6262	VIRK	LN	CITRUS HEIGHTS	95621	6262	VIRK	LN		CITRUS HEIGHTS CA	95621-4800
229-1000-003-000	OBRAZTSOV ALEKSANDR	6258	VIRK	LN	CITRUS HEIGHTS	95621	6258	VIRK	LN		CITRUS HEIGHTS CA	95621
229-1000-004-000	WUERTH DIANA B	6254	VIRK	LN	CITRUS HEIGHTS	95621	6254	VIRK	LN		CITRUS HEIGHTS CA	95621
229-1000-005-000	KHARA KAMALPREET/CHARANJEEV SINGH VI	6250	VIRK	LN	CITRUS HEIGHTS	95621	1110	KIMBERLY	CT		ROSEVILLE CA	95661
229-1000-006-000	PARCON ABBIGAIL A/CLAUDE	6246	VIRK	LN	CITRUS HEIGHTS	95621	6246	VIRK	LN		CITRUS HEIGHTS CA	95621
229-1000-007-000	NEW CENTURY HOME EQUITY LN TRUST 200	6242	VIRK	LN	CITRUS HEIGHTS	95621	1610 E	SAINT ANDREW	PL		SANTA ANA CA	92705
229-1000-008-000	DUMA FLORIN/MARIA	6238	VIRK	LN	CITRUS HEIGHTS	95621	6238	VIRK	LN		CITRUS HEIGHTS CA	95621
229-1000-009-000	MARKIV INNA/VSEVOLOD	6234	VIRK	LN	CITRUS HEIGHTS	95621	7745	MEGAN ANN	WAY		ANTELOPE CA	95843
229-1000-015-000	FAZAH RAMON P	6233	VIRK	LN	CITRUS HEIGHTS	95621	865	MAGNOLIA	AVE		LONG BEACH CA	90813
229-1000-016-000	STOUT TERRY L	6245	VIRK	LN	CITRUS HEIGHTS	95621	6245	VIRK	LN		CITRUS HEIGHTS CA	95621
229-1000-017-000	BILETSKIY VASILIY	6259	VIRK	LN	CITRUS HEIGHTS	95621	6259	VIRK	LN		CITRUS HEIGHTS CA	95621
229-1000-018-000	APLASS JERRY/PAMELA	6265	VIRK	LN	CITRUS HEIGHTS	95621	1695	CHILTON	DR		ROSEVILLE CA	95747
229-1000-019-000	VIRK CHARANJEEV SINGH	6210	VIRK	LN	CITRUS HEIGHTS	95621	6210	VIRK	LN		CITRUS HEIGHTS CA	95621
229-1000-020-000	OSIPOV VASILIY	6206	VIRK	LN	CITRUS HEIGHTS	95621	6206	VIRK	LN		CITRUS HEIGHTS CA	95621
229-1000-021-000	PRIMAK OLYA	6202	VIRK	LN	CITRUS HEIGHTS	95621	6202	VIRK	LN		CITRUS HEIGHTS CA	95621
229-1000-022-000	FERNANDO ARCILA/BEATRIZ M ZAPATA 200	6400	CREEKBED	LN	CITRUS HEIGHTS	95621	1417	ROSE GLEN	DR		ROSEVILLE CA	95661
229-1000-023-000	TAO CUIHONG/DANIEL S ROED	6404	CREEKBED	LN	CITRUS HEIGHTS	95621	6404	CREEKBED	LN		CITRUS HEIGHTS CA	95621
229-1000-024-000	YANG DANIEL Y TRUST	6408	CREEKBED	LN	CITRUS HEIGHTS	95621	1431	PINNACLES	ST		DAVIS CA	95616-6658

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229-1000-025-000	CREEKSIDE MEADOWS HOMEOWNERS ASSOCIA				CITRUS HEIGHTS	95621	198	CIRBY	WAY		135		ROSEVILLE CA	95678
229-1000-026-000	CREEKSIDE MEADOWS HOMEOWNERS ASSOCIA				CITRUS HEIGHTS	95621	198	CIRBY	WAY				ROSEVILLE CA	95678
243-0020-005-000	BANK OF THE WEST(BANCWEST CORP)	7381	GREENBACK	LN	CITRUS HEIGHTS	95621	1450	TREAT	BLV				WALNUT CREEK CA	94597
243-0020-014-000	DOMOTO FAMILY PARTNERS LP	7349	GREENBACK	LN	CITRUS HEIGHTS	95610						PO BOX 19063	PHOENIX AZ	85005
243-0020-015-000	TANG FAMILY TRUST	7317	GREENBACK	LN	CITRUS HEIGHTS	95610	2833	MARCONI	AVE				SACRAMENTO CA	95821
243-0020-016-000	TANG FAMILY TRUST	7359	GREENBACK	LN	CITRUS HEIGHTS	95621	2833	MARCONI	AVE				SACRAMENTO CA	95821
243-0020-023-000	ALIOTO FISH COMPANY LTD	7301	GREENBACK	LN	CITRUS HEIGHTS	95621	360	JEFFERSON	ST	A			SAN FRANCISCO CA	94133
243-0020-024-000	JOSIP/HORTENSIA ODZAK 1992 REVOCABLE	7291	GREENBACK	LN	CITRUS HEIGHTS	95621						PO BOX 83	LOOMIS CA	95650
243-0020-028-000	CITY OF CITRUS HEIGHTS				CITRUS HEIGHTS	95621	6237	FOUNTAIN SQUARE	DR				CITRUS HEIGHTS CA	95621
243-0020-029-000	CITY OF CITRUS HEIGHTS				CITRUS HEIGHTS	95621							CITRUS HEIGHTS CA	95621
243-0020-038-000	TRESTLE REGENCY LLC				CITRUS HEIGHTS	95621	419	WAVERLY	ST				PALO ALTO CA	94301
243-0020-039-000	REGENCY PLAZA LLC	7135	GREENBACK	LN	CITRUS HEIGHTS	95621	6430	HAVENSIDE	DR				SACRAMENTO CA	95831
243-0020-040-000	WILLIAM SING/YOUNG KAY MOCK REVOCABL	7217	GREENBACK	LN	CITRUS HEIGHTS	95621	511	DUNDEE	AVE				MILPITAS CA	95035
243-0020-053-000	CITY OF CITRUS HEIGHTS				CITRUS HEIGHTS	95621	6237	FOUNTAIN SQUARE	DR				CITRUS HEIGHTS CA	95621
243-0020-055-000	CITY OF CITRUS HEIGHTS	7115	GREENBACK	LN	CITRUS HEIGHTS	95621	6237	FOUNTAIN SQUARE	DR				CITRUS HEIGHTS CA	95621
243-0020-056-000	CITY OF CITRUS HEIGHTS				CITRUS HEIGHTS	95621	6237	FOUNTAIN SQUARE	DR				CITRUS HEIGHTS CA	95621
243-0020-057-000	UNITED STATES POSTAL SERVICE				CITRUS HEIGHTS	95621	395	OYSTER POINT	BLV		225		SOUTH SAN FRAN CA	94080
243-0020-063-000	TRESTLE REGENCY II LLC (SAM'S REAL E	7235	GREENBACK	LN	CITRUS HEIGHTS	95621	419	WAVERLY	ST				PALO ALTO CA	94301
243-0020-064-000	TRESTLE REGENCY LLC (SAM'S REAL EST	7147	GREENBACK	LN	CITRUS HEIGHTS	95621	419	WAVERLEY	ST				PALO ALTO CA	94301
243-0020-065-000	TRESTLE REGENCY LLC (SAM'S REAL EST				CITRUS HEIGHTS	95621	2001	SE 10TH	ST				BENTONVILLE AR	72716
243-0060-012-000	MONEM BETH/MANSOUR	6201	BIRDCAGE	ST	CITRUS HEIGHTS	95610	1547	FULTON	AVE	D			SACRAMENTO CA	95825
243-0060-013-000	MONEM MANSOUR/BETH	7801	GREENBACK	LN	CITRUS HEIGHTS	95610	1547	FULTON	AVE	D			SACRAMENTO CA	95825
243-0060-016-000	MARCONI INVESTMENT COMPANY	7833	GREENBACK	LN	CITRUS HEIGHTS	95610	1112	11TH	ST				SACRAMENTO CA	95814
243-0060-021-000	JFL LLC	7851	GREENBACK	LN	CITRUS HEIGHTS	95610	1112	11TH	ST				SACRAMENTO CA	95814
243-0060-023-000	EQUILON ENTERPRISES LLC	7899	GREENBACK	LN	CITRUS HEIGHTS	95610						PO BOX 4369	HOUSTON TX	77210
243-0060-033-000	HULME ALLAN D/HULME KENNETH A/EST OF	7811	GREENBACK	LN	CITRUS HEIGHTS	95610	79	SUMMIT	AVE				SAN RAFAEL CA	94901
243-0060-034-000	HULME TRUST/ETAL	7815	GREENBACK	LN	CITRUS HEIGHTS	95610	79	SUMMIT	AVE				SAN RAFAEL CA	94901
243-0060-039-000	PATTERSON FAMILY TRUST	6251	SUNRISE	BLV	CITRUS HEIGHTS	95610	2270	DOUGLAS	BLV		111		ROSEVILLE CA	95661
243-0060-045-000	KIFER-YSIDRO PARTNERS LLC	7777	GREENBACK	LN	CITRUS HEIGHTS	95610						PO BOX 685	PEBBLE BEACH CA	93953
243-0060-049-000	MAESTRI JON L/LINDA G/ETAL				CITRUS HEIGHTS	95610	1490	GERHARDT	AVE				SAN JOSE CA	95125
243-0060-050-000	BFS RETAIL/COMMERCIAL OPERATIONS LLC	7895	GREENBACK	LN	CITRUS HEIGHTS	95610	535	MARRIOTT	DR				NASHVILLE TN	37214
243-0100-021-000	ONEILL HOLDINGS LLC	7520	GREENBACK	LN	CITRUS HEIGHTS	95610	7520	GREENBACK	LN				CITRUS HEIGHTS CA	95610
243-0100-022-000	SANDRA G ZEHNDER REVOCABLE LIVING TR	7528	GREENBACK	LN	CITRUS HEIGHTS	95610						P O BX 2180	FAIR OAKS CA	95628
243-0100-023-000	CASSINELLI STEVEN W/LINDA C	7532	GREENBACK	LN	CITRUS HEIGHTS	95610	1904	WRIGHT	ST				SACRAMENTO CA	95825

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243-0110-003-000	YSI XX L P	7562 GREENBACK	LN	CITRUS HEIGHTS	95610					PO BOX 19156	ALEXANDRIA VA	22320
243-0110-004-000	YSI XX L P	7562 GREENBACK	LN	CITRUS HEIGHTS	95610					PO BOX 19156	ALEXANDRIA VA	22320
243-0110-005-000	NGUYEN JULIE	7548 GREENBACK	LN	CITRUS HEIGHTS	95610	246	ARIAS	ST			SAN RAFAEL CA	94903-3334
243-0110-006-000	MARANDI AHMAD/LAURENCE LAMBERT	7552 GREENBACK	LN	CITRUS HEIGHTS	95610	140	CASCADE FALLS	DR			FOLSOM CA	95630
243-0120-016-000	PHAM QUANG T	7590 GREENBACK	LN	CITRUS HEIGHTS	95610	16011	LOLO	CIR			FOUNTAIN VALLE CA	92708
243-0120-018-000	BUTUZA JOHN A/MARIA	7596 GREENBACK	LN	CITRUS HEIGHTS	95610	7430	WELLS	AVE			CITRUS HEIGHTS CA	95610
243-0120-025-000	BRENNAN-MULLIGAN TRACY ANN/JEFFREY M	7598 GREENBACK	LN	CITRUS HEIGHTS	95610	1841	AVENIDA MARTINA				ROSEVILLE CA	95747
243-0130-009-000	ZAMAN WAHEED/RASHID/HAMEED	6142 MARIPOSA	AVE	CITRUS HEIGHTS	95610	4298	RIMINI	WAY			EL DORADO HILL CA	95762
243-0130-039-000	ZAMAN RASHID/WAHEED	7620 GREENBACK	LN	CITRUS HEIGHTS	95610	1427	FULTON	PL			FREMONT CA	94539
243-0130-040-000	ZAMAN WAHEED/RASHID	7636 GREENBACK	LN	CITRUS HEIGHTS	95610	1427	FULTON	PL			FREMONT CA	94539
243-0130-041-000	ZAMAN RASHID/WAHEED	7638 GREENBACK	LN	CITRUS HEIGHTS	95610	1427	FULTON	PL			FREMONT CA	94539
243-0130-042-000	MENLO PARK PROPERTIES LLC	7600 GREENBACK	LN	CITRUS HEIGHTS	95610	7600	GREENBACK	LN			CITRUS HEIGHTS CA	95610
243-0150-013-000	SACRAMENTO METROPOLITAN FIRE DISTRIC	7641 GREENBACK	LN	CITRUS HEIGHTS	95610	2101	HURLEY	WAY			SACRAMENTO CA	95825
243-0150-014-000	TOPLEAN SAMUIL/DANIELA	7601 GREENBACK	LN	CITRUS HEIGHTS	95610	4831	LIVOTI	AVE			FAIR OAK CA	95628
243-0150-019-000	CHO YOUNG SUN/JENNY YEONG	7625 GREENBACK	LN	CITRUS HEIGHTS	95610	19901	CLEMENT	DR			CASTRO VALLEY CA	94552
243-0180-001-000	GREENBACK TIRES & WHEELS LLC	7501 GREENBACK	LN	CITRUS HEIGHTS	95610	810	WALKER	ST			WOODLAND CA	95776-9389
243-0180-002-000	KUMAR ASHWANI/TERESITA	7505 GREENBACK	LN	CITRUS HEIGHTS	95610	1706	MCKINNON	AVE			SAN FRANCISCO CA	94124
243-0180-004-000	ELEANORE A EICHELMANN QTIP TRUST/ETA	7515 GREENBACK	LN	CITRUS HEIGHTS	95610					PO BOX 399	LAKEPORT CA	95453
243-0180-008-000	ELEANORE A EICHELMANN QTIP TRUST/ETA			CITRUS HEIGHTS	95610					PO BOX 399	LAKEPORT CA	95453
243-0180-010-000	MELEE FAMILY TRUST 2007	7529 GREENBACK	LN	CITRUS HEIGHTS	95610					PO BOX 318	CITRUS HEIGHTS CA	95611
243-0180-012-000	DYER CECIL A/GLORIA R	7535 GREENBACK	LN	CITRUS HEIGHTS	95610	7535	GREENBACK	LN			CITRUS HEIGHTS CA	95610
243-0191-023-000	JAMES J CORDANO MARITAL Q TIP TRUST/	7800 GREENBACK	LN	CITRUS HEIGHTS	95610	1112	11TH	ST			SACRAMENTO CA	95814
243-0191-044-000	LOWE'S HIW INC	7840 GREENBACK	LN	CITRUS HEIGHTS	95610	101	ANDOVER PARK EA				TUKWILA WA	98188
243-0191-045-000	CORDANO DEVCO I	6199 SUNRISE	BLV	CITRUS HEIGHTS	95610	1112	11TH	ST			SACRAMENTO CA	95814
243-0192-012-000	SUNSAC PROPERTIES CORP(FEDERATED DEP	6000 SUNRISE	BLV	CITRUS HEIGHTS	95610	7 W.	7TH	ST			CINCINNATI OH	45202
243-0192-013-000	SEARS ROEBUCK/COMPANY (SEARS HOLDING	5900 SUNRISE	BLV	CITRUS HEIGHTS	95610	3333	BEVERLY	RD	B2131A		HOFFMAN ESTATE IL	60179
243-0192-014-000	MUFFREY TRST/LAURIE IND TRST(MOTT TR	6100 SUNRISE	BLV	CITRUS HEIGHTS	95610					PO BOX 10001	DALLAS TX	75301
243-0192-015-000	SUNRISE CENTER ASSOC(FEDERATED DEPT	7986 GREENBACK	LN	CITRUS HEIGHTS	95610	7 W.	7TH	ST			CINCINNATI OH	45202
243-0192-016-000	NATL LIFE/ACC INS CO	6100 SUNRISE	BLV	CITRUS HEIGHTS	95610	6041	SUNRISE MALL				CITRUS HEIGHTS CA	95610
243-0192-017-000	NATL LIFE/ACC INS CO	6063 SUNRISE	BLV	CITRUS HEIGHTS	95610	6041	SUNRISE MALL				CITRUS HEIGHTS CA	95610
243-0192-018-000	NATL LIFE/ACC INS CO	6198 SUNRISE	BLV	CITRUS HEIGHTS	95610	6041	SUNRISE MALL				CITRUS HEIGHTS CA	95610
243-0192-019-000	CORDANO ASSOCIATES/SUNRISE MALL ASSO	8000 GREENBACK	LN	CITRUS HEIGHTS	95610	6041	SUNRISE MALL				CITRUS HTS CA	95610
243-0261-003-000	RAI BROTHERS PARTNERS	7672 GREENBACK	LN	CITRUS HEIGHTS	95610	4806	LONESTAR	WAY			ANTELOPE CA	95843
243-0261-014-000	SMITH GERALD S/N RICHARD	7660 GREENBACK	LN	CITRUS HEIGHTS	95610	2240	HILLVIEW	DR			EL DORADO HLS CA	95762

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243-0261-015-000	MROCZYNSKI EDWARD R/MARGARET L/TR/ET	7654	GREENBACK	LN	CITRUS HEIGHTS	95610	12024	PROSPECT HILL	DR		GOLD RIVER CA		95670
243-0350-002-000	HOWARD L/BARBARA J ADLER FAMILY TRUS	8034	GREENBACK	LN	CITRUS HEIGHTS	95610	38	TENNIS CLUB	DR		DANVILLE CA		94506
243-0350-007-000	PUBLIC STORAGE INC	6041	SUNRISE VISTA	DR	CITRUS HEIGHTS	95610				P O BX 25025	GLENDALE CA		91201
243-0350-008-000	ROKASH INVS LLC/SHAPOUR NEJAD	6031	SUNRISE VISTA	DR	CITRUS HEIGHTS	95610	211	WESLEY	CT		ROSEVILLE CA		95661
243-0350-011-000	SUNRISE CENTER APTS LIMITED PARTNERS	5933	SUNRISE VISTA	DR	CITRUS HEIGHTS	95610				PO BOX 2366	TURLOCK CA		95381
243-0350-025-000	NEUTZ LLOYD KENNETH/KATHLEEN E/NEUTZ	6001	SUNRISE VISTA	DR	CITRUS HEIGHTS	95610	14048	LOMA RICA	DR		GRASS VALLEY CA		95945
243-0350-029-000	HOWARD L/BARBARA J ADLER FAMILY TRUS	6137	SUNRISE VISTA	DR	CITRUS HEIGHTS	95610	38	TENNIS CLUB	DR		DANVILLE CA		94506
243-0350-030-000	SIXTH KENDALL PROPERTIES INC(BURGER	8030	GREENBACK	LN	CITRUS HEIGHTS	95610	5505	BLUE LAGOON	DR		MIAMI FL		33126
243-0350-034-000	SILK ENTERPRISES L P/ETAL	8040	GREENBACK	LN	CITRUS HEIGHTS	95610	7700	COLLEGE TOWN	DR	201	SACRAMENTO CA		95826
243-0350-035-000	KENNELLY PATRICK/RHONDA	8042	GREENBACK	LN	CITRUS HEIGHTS	95610	122	COBBLEOAK	WAY		FOLSOM CA		95630
243-0350-036-000	LE-JO INC	12417	FAIR OAKS	BLV	FAIR OAKS	95628	889	RALSTON	AVE		BELMONT CA		94002
243-0350-037-000	FAED SIMA	8038	GREENBACK	LN	CITRUS HEIGHTS	95610	5	WANDA	LN		ORINDA CA		94563
243-0350-038-000	HERNANDEZ JESUS C/MARIA D	8036	GREENBACK	LN	CITRUS HEIGHTS	95610	8731	SOTHEBY	CT		FAIR OAKS CA		95628
243-0350-041-000	CEMO FAMILY PROPERTIES LLC	6109	SUNRISE VISTA	DR	CITRUS HEIGHTS	95610	1107	INVESTMENT	BLV	150	EL DORADO HILL CA		95762
243-0350-042-000	CEMO SUNRISE VISTA VENTURE LLC	6129	SUNRISE VISTA	DR	CITRUS HEIGHTS	95610	1107	INVESTMENT	BLV	160	EL DORADO HILL CA		95762
243-0380-001-000	KAUFFMAN STUART A	6091	SAN JUAN	AVE	CITRUS HEIGHTS	95610				PO BOX 2926	RANCHO CORDOVA CA		95741
243-0380-004-000	GEE MICHAEL K/LILLIAN W/TR	7340	GREENBACK	LN	CITRUS HEIGHTS	95621	3140	GOLD CAMP	DR	150	RANCHO CORDOVA CA		95670
243-0380-005-000	FREMONT LAKEVIEW LLC & PARAGON A	7342	GREENBACK	LN	CITRUS HEIGHTS	95621	142 S.	SANTA CRUZ	AVE		LOS GATOS CA		95030-6702
243-0380-006-000	SACRAMENTO PARTNERS	6145	SAN JUAN	AVE	CITRUS HEIGHTS	95610	300	BRIDGE	ST		BIGFORK MT		59911
243-0380-007-000	JEWISH FAMILY/CHILDRENS SERVS	6135	SAN JUAN	AVE	CITRUS HEIGHTS	95610	6135	SAN JUAN	AVE		CITRUS HEIGHTS CA		95610
243-0380-008-000	SAN JUAN CENTER LLC	6021	SAN JUAN	AVE	CITRUS HEIGHTS	95610	23	KINGWOOD	RD		OAKLAND CA		94619
243-0380-010-000	COHODES FAMILY 1993 REVOCABLE TRUST	6199	SAN JUAN	AVE	CITRUS HEIGHTS	95610	2437	37TH	AVE		SACRAMENTO CA		95822
243-0380-011-000	COHODES FAMILY 1993 REVOCABLE TRUST				CITRUS HEIGHTS	95610	2437	37TH	AVE		SACRAMENTO CA		95822
243-0570-008-000	FOLLA DEBRA M	7116	RYAN TAYLOR	WAY	CITRUS HEIGHTS	95621	7116	RYAN TAYLOR	WAY		CITRUS HEIGHTS CA		95621
243-0570-009-000	LIEU KET MAN/LAN VINH TU	7112	RYAN TAYLOR	WAY	CITRUS HEIGHTS	95621	7112	RYAN TAYLOR	WAY		CITRUS HEIGHTS CA		95621
243-0570-010-000	GIORDANO LORI M	7108	RYAN TAYLOR	WAY	CITRUS HEIGHTS	95621	7108	RYAN TAYLOR	WAY		CITRUS HEIGHTS CA		95621
243-0570-011-000	LEWIS CECILIA T	7104	RYAN TAYLOR	WAY	CITRUS HEIGHTS	95621	9180	PINEHURST	DR		ROSEVILLE CA		95747
243-0570-012-000	JEANETTE L MCQUAGGE LIVING TRUST	7100	RYAN TAYLOR	WAY	CITRUS HEIGHTS	95621	7100	RYAN TAYLOR	WAY		CITRUS HEIGHTS CA		95621
243-0570-013-000	SHEIKH ZAFAR A/MARY M	6525	ASPEN GARDENS	WAY	CITRUS HEIGHTS	95621	6525	ASPEN GARDENS	WAY		CITRUS HEIGHTS CA		95621
243-0570-014-000	JOHNSON FAMILY TRUST	7109	ASPEN GLEN	CT	CITRUS HEIGHTS	95621	7109	ASPEN GLEN	CT		CITRUS HEIGHTS CA		95621
243-0570-015-000	GUZMAN MARIA/LOUIS MORA	7105	ASPEN GLEN	CT	CITRUS HEIGHTS	95621	174	WINCHESTER	ST		DALY CITY CA		94014
243-0570-016-000	VILLANUEVA EDWARD S/JEAN M	7101	ASPEN GLEN	CT	CITRUS HEIGHTS	95621	7101	ASPEN GLEN	CT		CITRUS HEIGHTS CA		95621
243-0570-017-000	SURVIVORS TRUST/GOYA TRUST AGREEMENT	7100	ASPEN GLEN	CT	CITRUS HEIGHTS	95621	7100	ASPEN GLEN	CT		CITRUS HEIGHTS CA		95621
243-0570-018-000	HOWLAND RANDY K	7104	ASPEN GLEN	CT	CITRUS HEIGHTS	95621	7104	ASPEN GLEN	CT		CITRUS HEIGHTS CA		95621

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243-0570-019-000	JOHNSON LINDSEY D/LEE R	6521	ASPEN GARDENS	WAY	CITRUS HEIGHTS	95621	6521	ASPEN GARDENS	WAY	CITRUS HEIGHTS CA	95621
243-0570-020-000	SANDBERG JEFFREY G	6517	ASPEN GARDENS	WAY	CITRUS HEIGHTS	95621	6517	ASPEN GARDENS	WAY	CITRUS HEIGHTS CA	95621
243-0570-021-000	KEY SHIRLEY A/FERN A	6513	ASPEN GARDENS	WAY	CITRUS HEIGHTS	95621	6513	ASPEN GARDENS	WAY	CITRUS HEIGHTS CA	95621
243-0570-056-000	IRIS O KENDALL 1999 REVOCABLE TRUST	6512	ASPEN GARDENS	WAY	CITRUS HEIGHTS	95621	6512	ASPEN GARDENS	WAY	CITRUS HEIGHTS CA	95621
243-0570-057-000	MORA DAVID	6516	ASPEN GARDENS	WAY	CITRUS HEIGHTS	95621	6516	ASPEN GARDENS	WAY	CITRUS HEIGHTS CA	95621
243-0570-058-000	MADANI FARBOD	7101	RYAN TAYLOR	WAY	CITRUS HEIGHTS	95621	7101	RYAN TAYLOR	WAY	CITRUS HEIGHTS CA	95621
243-0570-059-000	DIANA L MCCOY REVOCABLE TRUST	7105	RYAN TAYLOR	WAY	CITRUS HEIGHTS	95621	7105	RYAN TAYLOR	WAY	CITRUS HEIGHTS CA	95621
243-0590-065-000	GOVENDER KALAIVANI	6584	THALIA	WAY	CITRUS HEIGHTS	95621	6584	THALIA	WAY	CITRUS HEIGHTS CA	95621-5593
243-0590-066-000	KACAREVIC IVAN	7400	DEMETER	CT	CITRUS HEIGHTS	95621	7400	DEMETER	CT	CITRUS HEIGHTS CA	95621
243-0590-067-000	LINEVICH LEONID/NATALIYA	7404	DEMETER	CT	CITRUS HEIGHTS	95621	7404	DEMETER	CT	CITRUS HEIGHTS CA	95621
243-0590-068-000	PFEFFEN MARK/LARAE L	7405	DEMETER	CT	CITRUS HEIGHTS	95621	7405	DEMETER	CT	CITRUS HEIGHTS CA	95621
243-0590-069-000	LY AN	7409	DEMETER	CT	CITRUS HEIGHTS	95621	7409	DEMETER	CT	CITRUS HEIGHTS CA	95621
243-0590-070-000	TRUSH YEVGENIY/NADEZHDA	6592	THALIA	WAY	CITRUS HEIGHTS	95621	6592	THALIA	WAY	CITRUS HEIGHTS CA	95621
243-0590-071-000	KUMAR KAPIL/KALPNA W	6596	THALIA	WAY	CITRUS HEIGHTS	95621	6596	THALIA	WAY	CITRUS HEIGHTS CA	95621
243-0590-072-000	VILLAR ROGELIO D/MELDA J SALVA	6602	THALIA	WAY	CITRUS HEIGHTS	95621	6602	THALIA	WAY	CITRUS HEIGHTS CA	95621
243-0590-073-000	ZAGAYNOV NADEZHDA/PETER	6593	THALIA	WAY	CITRUS HEIGHTS	95621	8710	BROOKDALE	CIR	GRANITE BAY CA	95746
802-0005-001-000	BUCY WM	7721	AUBURN	BLV	CITRUS HEIGHTS	95610	7721	AUBURN	BLV	CITRUS HEIGHTS CA	95610
802-0005-002-000	PATTON BEN	7721	AUBURN	BLV	CITRUS HEIGHTS	95610	7721	AUBURN	BLV	CITRUS HEIGHTS CA	95610
802-0005-003-000	CHECKAS G	7721	AUBURN	BLV	CITRUS HEIGHTS	95610	7721	AUBURN	BLV	CITRUS HEIGHTS CA	95610
802-0005-004-000	HARVEY EDWARD S	7721	AUBURN	BLV	CITRUS HEIGHTS	95610	7721	AUBURN	BLV	CITRUS HEIGHTS CA	95610
802-0005-005-000	BROMLEY WALTER	7721	AUBURN	BLV	CITRUS HEIGHTS	95610	7721	AUBURN	BLV	CITRUS HEIGHTS CA	95610
802-0005-006-000	STANTON R B	7721	AUBURN	BLV	CITRUS HEIGHTS	95610	7721	AUBURN	BLV	CITRUS HEIGHTS CA	95610
802-0005-007-000	ROBINSON D	7721	AUBURN	BLV	CITRUS HEIGHTS	95610	7721	AUBURN	BLV	CITRUS HEIGHTS CA	95610
802-0005-008-000	BUTTONS D	7721	AUBURN	BLV	CITRUS HEIGHTS	95610	7721	AUBURN	BLV	CITRUS HEIGHTS CA	95610
802-0005-009-000	BLAKELY WINIFRED	7721	AUBURN	BLV	CITRUS HEIGHTS	95610	7721	AUBURN	BLV	CITRUS HEIGHTS CA	95610
802-0005-010-000	PENNINGTON M	7721	AUBURN	BLV	CITRUS HEIGHTS	95610	7721	AUBURN	BLV	CITRUS HEIGHTS CA	95610
802-0005-011-000	SMITH RUBY A	7721	AUBURN	BLV	CITRUS HEIGHTS	95610	7721	AUBURN	BLV	CITRUS HEIGHTS CA	95610
802-0005-012-000	REITZEL M	7721	AUBURN	BLV	CITRUS HEIGHTS	95610	7721	AUBURN	BLV	CITRUS HEIGHTS CA	95610
802-0005-013-000	LITTLEFAIR W	7721	AUBURN	BLV	CITRUS HEIGHTS	95610	7721	AUBURN	BLV	CITRUS HEIGHTS CA	95610
802-0005-014-000	ROWE R	7721	AUBURN	BLV	CITRUS HEIGHTS	95610	7721	AUBURN	BLV	CITRUS HEIGHTS CA	95610
802-0005-015-000	COATES DORIS	7721	AUBURN	BLV	CITRUS HEIGHTS	95610	7721	AUBURN	BLV	CITRUS HEIGHTS CA	95610
802-0005-016-000	BRIGHT E	7721	AUBURN	BLV	CITRUS HEIGHTS	95610	7721	AUBURN	BLV	CITRUS HEIGHTS CA	95610
802-0005-017-000	LOW TRUMAN H	7721	AUBURN	BLV	CITRUS HEIGHTS	95610	7721	AUBURN	BLV	CITRUS HEIGHTS CA	95610
802-0005-018-000	LISH GORDON	7721	AUBURN	BLV	CITRUS HEIGHTS	95610	7721	AUBURN	BLV	CITRUS HEIGHTS CA	95610

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802-0005-019-000	BROWN MILDRED	7721 AUBURN	BLV	CITRUS HEIGHTS	95610	7721	AUBURN	BLV			CITRUS HEIGHTS CA	95610
802-0005-020-000	KNIBBE P	7721 AUBURN	BLV	CITRUS HEIGHTS	95610	7721	AUBURN	BLV			CITRUS HEIGHTS CA	95610
802-0005-021-000	BOGGESS AUGUSTUS	7721 AUBURN	BLV	CITRUS HEIGHTS	95610	7721	AUBURN	BLV			CITRUS HEIGHTS CA	95610
802-0005-022-000	JONES RAY L/DOROTHY M	7721 AUBURN	BLV	CITRUS HEIGHTS	95610	7721	AUBURN	BLV	22		CITRUS HEIGHTS CA	95610
802-0005-023-000	VINSON ANNIE B	7721 AUBURN	BLV	CITRUS HEIGHTS	95610	7721	AUBURN	BLV			CITRUS HEIGHTS CA	95610
802-0005-024-000	NIELSEN E	7721 AUBURN	BLV	CITRUS HEIGHTS	95610	7721	AUBURN	BLV			CITRUS HEIGHTS CA	95610
802-0005-025-000	FORSELL LAWRENCE	7721 AUBURN	BLV	CITRUS HEIGHTS	95610	7721	AUBURN	BLV			CITRUS HEIGHTS CA	95610
802-0005-026-000	BLOOM E	7721 AUBURN	BLV	CITRUS HEIGHTS	95610	7721	AUBURN	BLV			CITRUS HEIGHTS CA	95610
802-0005-027-000	SANCHEZ S	7721 AUBURN	BLV	CITRUS HEIGHTS	95610	7721	AUBURN	BLV			CITRUS HEIGHTS CA	95610
802-0901-106-000	BENNER JOHN	5919 AUBURN	BLV	CITRUS HEIGHTS	95621	5919	AUBURN	BLV			CITRUS HTS CA	95610

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Exhibit C

~~ATTACHMENT NO. 1~~

LEGAL DESCRIPTION OF THE PROJECT AREA BOUNDARIES

GREENBACK LANE

Beginning on the Northerly Right of Way line of Greenback Lane at a point of intersection with the Southeasterly Right of Way line of Auburn Boulevard; thence, Southeasterly and Easterly along said Northerly line of Greenback Lane, 16,765.00 feet, more or less, to the Easterly line of the City Limits of Citrus Heights; thence, Southerly along said City Limits line, 105.00 feet, more or less, to the Southerly Right of Way of said Greenback Lane; thence, Westerly and Northwesterly, along said Southerly Right of Way line, 16,780.00 feet, more or less, to said Southeasterly Right of Way line of Auburn Boulevard; thence, Northeasterly, along said Southeasterly Right of Way line, 120.00 feet, more or less, to the **Point of Beginning**.

2/13

AUBURN BOULEVARD

Beginning on the Northwesterly Right of Way line of Auburn Boulevard at a point of intersection with the Southerly line of the City Limits of Citrus Heights; thence, Northeasterly and Northerly, along said Northwesterly and the Westerly Right of Way line of said Auburn Boulevard, 120.00 feet, more or less, to the Northerly line of said City Limits; thence, Easterly along said City Limits line, 23,065.00 feet, more or less, to the Easterly Right of Way line of said Auburn Boulevard; thence, Southerly and Southwesterly, along the Easterly and Southeasterly Right of Way line of said Auburn Boulevard, 80.00 feet, to said Southerly line of the City Limits; thence, Northwesterly, along said City Limits line, 23,250.00 feet, more or less, to the **Point of Beginning**.

SYLVAN ROAD

Beginning on the Westerly Right of Way line of Sylvan Road at a point of intersection with the Northerly Right of Way line of Greenback Lane; thence, Northerly along said Westerly Right of Way line 5,835.00 feet, more or less, to the Southerly Right of Way line of Auburn Boulevard; thence, Easterly along said Southerly Right of Way line, 125.00 feet, more or less, to the Easterly Right of Way line of said Sylvan Road; thence, Southerly along said Easterly Right of Way, 5,835.00 feet, more or less, to said Northerly Right of Way line of Greenback Lane; thence, Westerly, along said Northerly Right of Way line, 70.00 feet, more or less, to the **Point of Beginning**.

BLOCK 1

Beginning at the intersection of the Easterly Right of Way line of Auburn Boulevard with the dividing line of Sacramento and Placer Counties; thence, from said Point of Beginning, along the dividing line of Sacramento and Placer Counties, South 85°21'27" East, 552.28 feet; thence leaving said dividing line, along the following described courses:

1. South 00°34'49" East, 102.02 feet,
2. South 88°45'59" West, 310.32 feet,
3. South 00°34'49" East, 106.54 feet,
4. South 88°45'32" West, 58.29 feet,
5. South 00°34'49" East, 103.01 feet,
6. South 88°45'32" West, 8.32 feet,
7. South 00°34'49" East, 99.11 feet, to the Northerly Right of Way line of Linden Avenue; thence, along said Northerly Right of Way, South 88°45'32" West, 145.80 feet; thence, along the arc of a curve to the right, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, North 45°54'38" West, 35.36 feet, to a point on the East Right of Way line of Auburn Boulevard; thence, along said East Right of Way line, North 00°34'49" West, 176.82 feet; thence, South 88°45'32" West, 2.00 feet; thence, North 00°34'49" West, to the **Point of Beginning.**

Containing 3.00 acres, more or less.

BLOCK 2

Beginning at the intersection of the Westerly Right of Way line of Auburn Boulevard with the dividing line of Sacramento and Placer Counties; thence, from said Point of Beginning, along the said Westerly Right of Way line, South 00°34'49" East, 1084.27 feet; thence, along curve to the right, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, South 44°14'07" West, 35.24 feet, to a point of the Northerly Right of Way line of Auburn Oaks Court; thence along said Northerly Right of Way line, South 89°03'03" West, 342.95 feet; thence along the arc of a tangent curve to the right, having a radius of 55.00 feet, said arc being subtended by a chord bearing North 62°00'14" West, 53.24 feet to a point of a reverse tangent curve to the left, having a radius of 50.06 feet, said arc being subtended by a chord bearing North 56°29'35" West, 44.16 feet to a point; thence leaving said Northerly Right of Way, North 00°00'00" East, 204.80 feet; thence South 89°26'31" West, 1086.37 feet to the Easterly Right of Way line of Interstate 80; thence along said Easterly Right of Way line, North 40°04'44" East, 1101.21 feet; thence North 45°11'15" East, 124.82 feet to said dividing line of Sacramento and Placer Counties; thence along the dividing line of Sacramento and Placer Counties, South 85°21'27" East, 731.81 feet more or less to the **Point of Beginning**.

Containing 26.00 acres, more or less.

BLOCK 3

Beginning at the intersection of the East Right of Way line of Auburn Boulevard with the South Right of Way line of Linden Avenue; thence, from said Point of Beginning, along the Southerly Right of Way line of Linden Avenue, North 88°45'32" East, 80.72 feet; thence, leaving said South Right of Way, along the following described courses:

1. South 00°59'01" East, 184.67 feet,
2. North 88°25'26" East, 183.18 feet,
3. South 01°11'30" East, 121.16 feet,
4. South 88°48'30" West, 47.74 feet,
5. South 02°20'29" East, 166.62 feet,
6. South 89°23'53" West, 129.85 feet,
7. South 00°39'11" East, 144.03 feet, to the Northerly Right of Way line of Twin Oaks Avenue; thence, along said Northerly Right of Way line, South 89°01'36" West, 94.17 feet, to said Easterly Right of Way line of Auburn Boulevard; thence, along said Easterly Right of Way line the following described courses:
8. North 00°34'49" West, 144.64 feet,
9. North 89°23'53" East, 25.00 feet,
10. North 00°34'49" West, 74.19 feet,
11. North 10°07'26" West, 60.31 feet,
12. North 00°34'49 West, 30.78 feet,
13. South 88°48'30" West, 15.00 feet,
14. North 00°34'49" West, 304.55 feet, to the **Point of Beginning**.

Containing 2.00 acres, more or less.

BLOCK 4

Beginning at the intersection of the Southeasterly Right of Way line of Auburn Oaks Court and the Westerly Right of Way line of Auburn Boulevard; thence, from said Point of Beginning, along said Westerly Right of Way line of Auburn Boulevard, South 00°34'49" East, 104.57 feet; thence, leaving said Westerly Right of Way, along the following described courses:

1. South 88°57'05" West, 403.16 feet,

2. North 01°10'25" West, 130.43 feet, to the Southerly Right of Way line of said Auburn Oaks Court; thence, along said Southerly Right of Way line, North 89°03'03" East, 379.34 feet; thence, along curve to the right, having a radius of 25 feet, said arc being subtended by a chord, bearing, South 45°45'53" East, 35.47 feet to the **Point of Beginning**.

Containing 1.00 acres, more or less.

BLOCK 5

Beginning at the intersection of the Easterly Right of Way line of Auburn Boulevard with the Northerly Right of Way line of Cherry Glen Avenue; thence, from said Point of Beginning, along said Easterly Right, North 00°34'49" West, 96.80 feet; thence, North 88°49'35" East, 2.00 feet; thence, North 00°34'49" West, 167.43 feet; thence, along curve to the right, having a radius of 20.00 feet, said arc being subtended by a chord, bearing, North 44°13'23" East, 28.19 feet to a point on the Southerly Right of Way line of Twin Oaks Avenue; thence, along said Southerly Right of Way line, North 89°01'36" East, 370.03 feet; thence, leaving said Southerly Right of Way line, South 00"24'28" East, 286.23 feet, to said Northerly Right of Way line of Cherry Glen Avenue; thence, along said Northerly Right of Way line, South 89°20'19" West, 98.28 feet; thence, leaving said Northerly Right of Way line, along the following described courses:

1. North 00°24'28" West, 121.79 feet,

2. North 89°55'07" West, 180.05 feet,

3. South 00°36'37" East, 124.12 feet, to said Northerly Right of Way line of Cherry Glen Avenue; thence, along said Northerly Right of Way line, South 89°20"19" West, 113.13 feet to the **Point of Beginning.**

Containing 2.00 acres, more or less.

BLOCK 6

Beginning at the intersection of the Easterly Right of Way line of Auburn Boulevard with the Southerly Right of Way line of Cherry Glen Avenue; thence, from said Point of Beginning, along said Northerly Right of Way line, North 89°20'19" East, 171.78 feet; thence leaving said Northerly Right of Way line, along the following described courses:

1. South 00°57'26" East, 137.99 feet,
2. North 89°10'01" East, 119.09 feet,
3. South 00°24'28" East, 181.98 feet,
4. South 89°14'05" West, 33.23 feet,
5. South 00°34'44" East, 116.61 feet, to the Northerly Right of Way line of Sun Avenue; thence, along said Northerly Right of Way line, North 89°45'10" East, 25.21 feet; thence, leaving said Northerly Right of Way line, South 00°14'50" East, 201.19 feet, to the Northerly Right of Way line of Oak Grove Avenue; thence, along said Northerly Right of Way line, South 89°20'37" West, 282.04 feet, to said Easterly Right of Way line of Auburn Boulevard; thence, along said Easterly Right of Way of Auburn Boulevard, the following described courses:
6. North 00°34'49" West, 375.30 feet,
7. North 89°14'26" East, 2.00 feet,
8. North 00°34'49" West, 123.81 feet,
9. South 89°10'01" West, 2.00 feet,
10. North 00°34'49" West, 138.51 feet, to the **Point of Beginning.**

Containing 3.50 acres, more or less.

BLOCK 7

Beginning at the intersection of the Westerly Right of Way line of Auburn Boulevard with the Northerly Right of Way line of Oak Grove Avenue; thence, from said Point of Beginning along the said Northerly Right of Way line, North 89°20'37" East, 99.76 feet; thence, leaving said Northerly Right of Way line, along the following described course:

1. South 00°36'37" East, 340.99 feet,
2. North 89°10'29"East, 125.08 feet,
3. South 00°24'28" East, 229.76 feet,
4. North 89°14'00" East, 80.00 feet,
5. South 00°24'28" East, 77.09 feet,
6. South 89°09'46"West, 69.67 feet,
7. South 00°24'28" East, 143.22 feet, to the Northerly Right of Way line of Baird Way; thence, along said Northerly Right of Way line, South 89°26'19" West, 233.99 feet, more or less, to said East Right of Way line of said Auburn Boulevard; thence along said East Right of Way line, North 00°34'49"West, 790.37 feet, more or less, to the **Point of beginning**.

Containing 3.50 acres, more or less.

BLOCK 8

Beginning at the intersection of the Northerly Right of Way line of Rollingwood Boulevard with the Westerly Right of Way line of Auburn Boulevard; thence, from said Point of Beginning, along curve to the right, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, South 44°28'53" West, 35.39 feet, to a point on the Northerly Right of Way line of Rollingwood Boulevard; thence, along said Northerly Right of Way line, South 89°32'35" West, 170.06 feet; thence, leaving said Northerly Right of Way line, along the following described courses:

1. North 00°14'57" West, 106.28 feet,

2. South 89°45'03" West, 131.86 feet,

3. North 00°36'37" West, 278.94 feet,

4. North 88°49'35" East, 25.00 feet,

5. North 00°36'37" West, 171.65 feet, to the Southerly Right of Way line of Sandalwood Drive; thence, along said Southerly Right of Way line, and along a curve to the left, having a radius of 8,478.29 feet, said arc being subtended by a chord, bearing, South 89°24'46" East, 132.07 feet; thence, South 00°36'37" East, 3.00 feet; thence, along a curve to the left, having a radius of 8,099 15 feet, said arc being subtended by a chord, bearing, North 89°35'53" East, 147.43 feet; thence, along a curve to the right, having a radius of 20.00 feet, said arc being subtended by a chord bearing South 45°45'07" East, 28.37 feet to a point on said Westerly Right of Way line of Auburn Boulevard; thence, along said Westerly Right of Way line, along the following described courses:

6. South 00°34'49" East, 142.40 feet,

7. North 88°49'35" East, 2.00 feet,

8. South 00°34'49" East, 364.69 feet, more or less, to the **Point of Beginning.**

Containing 3.50 acres, more or less.

BLOCK 9

Beginning at the intersection of the Southerly Right of Way line of Rollingwood Boulevard with the Westerly Right of Way line of Auburn Boulevard; thence, from said Point of Beginning, along said Westerly Right of Way line, South 00°34'49" East, 1269.90 feet; thence, along curve to the right having a radius of 25.00 feet, said arc being subtended by a chord, bearing, South 44°20'03" West, 35.31 feet, to a point on the Northerly Right of Way of Grand Oaks Boulevard; thence, along said Westerly Right of Way line, South 89°14'56" West, 416.25 feet; thence, leaving said Northerly Right of Way line, along the following described courses:

1. North 00°42'47" West, 938.41 feet,

2. North 89°06'23" East, 157.23 feet,

3. North 43°27"02" East, 114.62 feet,

4. North 00°00'00" East, 299.89 feet, to said Northerly Right of Way line of Rollingwood Boulevard; thence, along said Northerly Right of Way line, North 89°32'35" East, 178.46 feet; thence, along a curve to the right, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, South 45°31'07" East, 35.34 feet, to the **Point of Beginning**.

Containing 11.50 acres, more or less.

BLOCK 10

Beginning at the intersection of the Easterly Right of Way line of Auburn Boulevard with the Southerly Right of Way line of Baird Way; thence, from said Point of Beginning, along said Southerly Right of Way line, North 89°26'19" East, 287.78 feet; thence, leaving said Southerly Right of Way line, along the following described courses:

1. South 01°01'28" East, 148.13 feet,
2. North 89°03'44" East, 110.93 feet,
3. South 00°34'47" East, 166.81 feet,
4. South 88°58'32" West, 13.68 feet,
5. South 00°44'02" East, 165.03 feet,
6. North 89°06'30" East, 241.98 feet,
7. South 00°57'35" East, 129.82 feet,
8. South 88°51'57" West, 247.30 feet,
9. South 01°18'19" East, 179.66 feet, to the Northerly Right of Way line of Cedar Drive; thence, along said Northerly Right of Way line, South 89°02'25" West, 162.59 feet, to said Easterly Right of Way line of Auburn Boulevard; thence, North 00°34'49" West, 792.48 feet, to the Point of Beginning.

Containing 4.00 acres, more or less.

BLOCK 11

Beginning at the intersection of the Southerly Right of Way line of Grand Oaks Boulevard with the Westerly Right of Way line of Auburn Boulevard; thence, from said Point of Beginning, along said Westerly Right of Way line, South 00°34'49" East, 350.51 feet; thence, leaving said Westerly Right of Way line, along the following described courses:

1. South 89°08'36" West, 440.91 feet,
2. North 00°44'57" West, 267.07 feet,
3. North 89°08'36" East, 8.39 feet,
4. North 00°51'24" West, 109.31 feet, to the Southerly Right of Way line of Grand Oaks Boulevard; thence, along said Southerly Right of Way line, North 89°14'56" East, 408.75 feet; thence, along a curve to the right, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, South 45°39'57" East, 35.41 feet, to **the Point of Beginning.**

Containing 4.00 acres, more or less.

BLOCK 12

Beginning at the intersection of the Easterly Right of Way line of Auburn Boulevard with the Southerly Right of Way line of Cedar Drive; thence, from said Point of Beginning, along said Southerly Right of Way line, North 89°02'25" East, 136.41 feet; thence, leaving said Southerly Right of Way line, along the following described course:

1. South 01°02'25" East, 308.46 feet,

2. South 89°13'21" West, 138.89 feet, to said Easterly Right of Way of Auburn Boulevard; thence along said Easterly Right of Way line,

3. North 00°34'49" West, 308.03 feet, to the **Point of beginning**.

Containing 1.00 acres, more or less.

BLOCK 13

Beginning at the intersection of the Easterly Right of Way line of Auburn Boulevard with the Northerly Right of Way line of Watson Way; thence, from said Point of Beginning, along said Easterly Right of Way line, North 00°34'49" West, 915.30 feet; thence, leaving said Easterly Right of Way line, along a curve to the right, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, North 44°19'16" East, 35.29 feet; thence, along the following described courses:

1. North 89°13'21" East, 84.95 feet,
2. North 01°43'15" West, 22.00 feet,
3. North 89°13'21" East, 170.25 feet,
4. South 00°57'35" East, 166.00 feet,
5. North 89°22'48" East, 314.23 feet,
6. South 00°57'35" East, 164.18 feet,
7. South 89°02'55" West, 149.39 feet,
8. North 00°57'35" West, 63.74 feet,
9. South 89°02'25" West, 190.81 feet,
10. South 00°00'00" West, 63.73 feet,
11. North 89°02'55" East, 17.63 feet,
12. South 00°57'35" East, 117.53 feet, to the center line of Areads Creek; thence, following the center line of said creek, Easterly 308.0 feet, more or less, to the Northeast corner of the parcel described in the deed to David J. Arata, Recorded in Book 93-06-15, page 1140, Official Records of Sacramento County; thence, Southerly and Easterly, along the following described courses:
13. South 00°57'35" East, 217.87, feet,
14. South 89°12'30" West, 344.04 feet,

15. South 01°39'09" East, 153.90 feet,

16. North 89°59'53" West, 99.86 feet,

17. South 00°13'02" East, 149.93 feet, to the Northerly Right of Way line of Watson Way; thence, along said North Right of Way line, South 89°06'04" West, 130.40 feet, to the **Point of Beginning**.

Containing 8.00 acres, more or less.

BLOCK 14

Beginning at the intersection of the Easterly Right of Way line of Auburn Boulevard with the Southerly Right of Way line of Watson Way; thence, from said Point of Beginning, along said Southerly Right of Way line, North 89°06'04" East, 112.59 feet; thence, leaving said Southerly Right of Way line, along the following described courses:

1. South 00°18'58" East, 150.90 feet,

2. North 89°16'21" East, 62.23 feet,

3. South 00°53'56" East, 107.52 feet, to the Northerly Right of Way line of Antelope Road; thence, along said Northerly Right of Way line, and along a curve to the left, having a radius of 875.00 feet, said arc being subtended by a chord, bearing, North 88°02'48" West, 149.05 feet; thence, along a curve to the right, having a radius of 20.00 feet, said arc being subtended by a chord, bearing, North 49°37'50" West, 27.43 feet, to a point on said Easterly Right of Way of Auburn Boulevard; thence, along said Easterly Right of Way line, along the following described courses:

4. North 06°19'43" West, 50.94 feet,

5. North 00°34'49" West, 182.38 feet, to the **Point of Beginning**.

Containing 1.00 acres, more or less.

BLOCK 15

Beginning at the intersection of Northerly Right of Way line of Pratt Avenue with the Westerly Right of Way line of Auburn Boulevard; thence, from said Point of Beginning, along said Northerly Right of Way line, and along a curve to the left, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, South 44°27'56" West, 35.39 feet; thence, South 89°30'41" West, 254.16 feet; thence, leaving said Northerly Right of Way line, along the following described course:

1. North 00°46'55" West, 227.29 feet,
2. North 89°10'39" East, 139.37 feet,
3. North 00°36'44" West, 284.49 feet,
4. South 89°16'19" West, 360.71 feet,
5. North 00°01'03" West, 247.91 feet,
6. North 89°27'20" East, 149.06 feet,
7. North 00°34'49" West, 516.58 feet, to the Northerly Right of Way line of Antelope Road; thence, along said Northerly Right of Way line, and along a curve to the left, having a radius of 930.00 feet, said arc being subtended by a chord, bearing, South 84°40'18" East, 158.46 feet; thence, South 89°33'32" East, 156.96 feet; thence, along a curve to the left, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, North 44°55'49" East, 35.67 feet, to said Westerly Right of Way line of Auburn Boulevard; thence, South 04°58'20" East, 130.58 feet; thence, South 00°34'49" East, 1126.92 feet, to the Point of Beginning.

Containing 9.50 acres, more or less.

BLOCK 15A

Beginning at the intersection of the Northerly Right of Way line of Antelope Road with the Easterly Right of Way line of Auburn Boulevard; thence, from said Point of Beginning, along said Northerly Right of Way line, and along a curve to the left, having a radius of 20.00 feet, said arc being subtended by a chord bearing South 49°39'50" East, 27.43 feet; thence, along a curve to the right, having a radius of 875.00 feet, said arc being subtended by a chord, bearing, South 86°40'11" East, 190.90 feet; thence, along the following described courses:

1. South 00°17'20" East, 257.80 feet,

2. North 89°47'13" West, 214.99 feet, to said Easterly Right of Way line of Auburn Boulevard; thence, along said Easterly Right of Way line, North 00°34'49" West, 149.43 feet; thence, North 01°33'44" East, 136.48 feet, to the **Point of Beginning**.

Containing 1.50 acres, more or less.

BLOCK 16

Beginning at the intersection of the Easterly Right of Way of Auburn Boulevard with the Northerly Right of Way of Sycamore Drive; thence, from said Point of Beginning, along said Easterly Right of Way line, North 00°34'49" West, 310.41 feet; thence, leaving said Easterly Right of Way line, along the following described courses:

1. North 89°10'09" East, 360.00 feet,

2. South 00°34'49" East, 310.02 feet, to said Northerly Right of Way line of Sycamore Drive; thence, along said Northerly Right of Way line,

3. South 89°06'24" West, 360.01 feet, to the **Point of Beginning.**

Containing 3.00 acres, more or less.

BLOCK 17

Beginning at the intersection of the Easterly Right of Way line of Auburn Boulevard with the Northerly Right of Way line of Sycamore Drive; thence, from said Point of Beginning, along said Northerly Right of Way line, North 89°06'24" East, 360.01 feet; thence, South 00°34'49" East, 40.00 feet, to the Southerly Right of Way line of said Sycamore Drive; thence, along said Southerly Right of Way line, South 89°06'24" West, 125.00 feet; thence, leaving said Southerly Right of Way line, along the following described course:

1. South 00°34'49" East, 130.00 feet,
2. North 89°06'24" East, 50.00 feet,
3. South 00°34'49" East, 177.02 feet,
4. South 89°09'43" West, 283.00 feet, to said Easterly Right of Way line of Auburn Boulevard; thence, along said Northerly Right of Way line, the following described course:
5. North 00°34'49" West, 127.60 feet,
6. South 89°40'32" West, 2.00 feet,
7. North 00°34'49" West, 219.13 feet, to the **Point of beginning**.

Containing 2.00 acres, more or less.

BLOCK 18

Beginning at the intersection of the Northwesterly Right of Way line of Pratt Avenue with the Easterly Right of Way line of Auburn Boulevard; thence from said Point of Beginning, Southeasterly, along a curve to the left, having a radius of 25.00 feet, said arc being subtended by a chord bearing South 45°32'04" East, 35.33 feet to a point on the Northerly Right of Way line of said Pratt Avenue; thence, North 89°30'41" East, 208.66 feet; thence, leaving said Northerly Right of Way line, South 00°47'00" East, 436.87 feet, to the Northerly Right of Way line of Cook Avenue; thence, along said Northerly Right of Way line, South 89°28'08" West, 214.45 feet; thence, Northwesterly along a curve to the right, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, North 45°48'14" West, 35.19 feet, to a point on said Easterly Right of Way line of said Auburn Boulevard; thence along said Easterly Right of Way line, North 01°04'35" West, 332.04 feet; thence, North 03°18'08" West, 105.45 feet, to the **Point of Beginning**.

Containing 2.50 acres, more or less.

BLOCK 19

Beginning at the intersection of the Northwesterly Right of Way line of Pratt Avenue with the Westerly Right of Way line of Auburn Boulevard; thence, from said Point of Beginning, along said Westerly Right of Way line, South 00°32'27" West, 109.80 feet; thence, South 01°04'35" East, 552.77 feet; thence, along a curve to the left, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, North 46°06'47" West, 35.38 feet, to a point on the Southerly Right of Way line of Kania Avenue; thence, South 88°51'01" West, 99.17 feet; thence, leaving said dividing line, along the following described courses:

1. North 01°08'59" East, 179.59 feet,

2. South 88°52'28" West, 133.06 feet,

3. North 00°33'26" West, 537.79 feet, to the Northerly Right of Way line of said Pratt Avenue; thence, along said Northerly Right of Way line, North 89°30'41" East, 230.47 feet; thence, along a curve to the left, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, North 44°27'56" East, 35.38 feet, to the **Point of Beginning**.

Containing 3.50 acres, more or less.

BLOCK 20

Beginning at the intersection of the Northwesterly Right of Way line of Cook Avenue with the Easterly Right of Way line of Auburn Boulevard; thence, from said Point of Beginning, Southeasterly along a curve to the left, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, South 45°48'14" East, 35.19 feet, to a point on said Northerly Right of Way line of Cook Avenue; thence, North 89°28'08" East, 491.53 feet; thence, leaving said Northerly Right of Way line, South 00°33'26" East, 383.06 feet, to the Southerly Right of Way line of Carleton Lane; thence, along said Southerly Right of Way line, North 89°48'07" West, 482.37 feet; thence, Southwesterly along a curve to the left, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, South 44°33'39" West, 35.75 feet to a point on said Easterly Right of Way line of Auburn Boulevard; thence, along said Easterly Right of Way line, North 01°04'35" West, 329.98 feet; thence, North 04°01'38" West, 97.13 feet, to the Point of Beginning.

Containing 4.50 acres, more or less.

BLOCK 21

Beginning at the intersection of the Southeasterly Right of Way line of Kania Avenue with the Westerly Right of Way line of Auburn Boulevard; thence, from said Point of Beginning, along the said Westerly Right of Way line, South 01°04'35" East, 104.71 feet; thence, South 88°59'47" West, 123.13 feet; thence, North 01°08'59" West, 129.43 feet, to the Southerly Right of Way line of said Kania Avenue; thence, along said Southerly Right of Way line, North 88°51'01" East, 98.27 feet; thence, along a curve to the right, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, South 46°06'47" East, 35.38 feet, to the **Point of Beginning**.

Containing .50 acres, more or less.

BLOCK 22

Beginning at the intersection of the Southwesterly Right of Way line of Carleton Lane with the Easterly Right of Way line of Auburn Boulevard; thence, from said Point of Beginning, Northeasterly along a curve to the right, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, North 44°33'39" East, 35.75 feet; thence, Southwesterly along said Right of Way line, South 89°48'07" East, 207.09 feet; thence, leaving said Southwesterly Right of Way line, along the following described courses:

1. South 01°12'08" East, 137.94 feet,
2. North 89°13'33" East, 48.10 feet,
3. South 00°02'58" West, 168.10 feet,
4. South 89°15'08" West, 108.59 feet,
5. South 00°33'23" East, 174.52 feet,
6. North 89°49'51" West, 167.56 feet, to said Easterly Right of Way line of Auburn Boulevard; thence, along said East Right of Way line, North 01°04'35" West, 456.12 feet, to the **Point of Beginning.**

Containing 2.50 acres.

BLOCK 23

Beginning at the intersection of the Northwesterly Right of Way line of Willow Way with the Easterly Right of Way line of Auburn Boulevard; thence, from said Point of Beginning, along said Easterly Right of Way line, North 01°04'35" West, 221.05 feet; thence leaving said Easterly Right of Way line, along the following described courses:

1. South 89°49'51" East, 298.52 feet,
2. South 01°22'16" East, 64.17 feet,
3. South 88°37'44" West, 22.71 feet,
4. South 01°22'16" East, 23.27 feet,
5. South 88°37'44" West, 87.86 feet,
6. South 01°22'16" East, 153.39 feet, to said Northerly Right of Way line of Willow Way; thence, along said Northerly Right of Way line, South 89°33'41" West, 164.41 feet; thence, along a curve to the right, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, 35.16 feet, to the **Point of Beginning.**

Containing 1.50 acres, more or less.

BLOCK 24

Beginning at the intersection of the Northwesterly Right of Way line of Maple Avenue with the Easterly Right of Way line of Auburn Boulevard; thence, from said Point of Beginning, along said Easterly Right of Way line, North 01°04'35" West, 173.46 feet; thence, along the Southeasterly Right of Way line of Willow Way, along a curve to the right having a radius of 25.00 feet, said arc being subtended by a chord, bearing, North 44°14'33" East, 35.55 feet; thence, along said Southeasterly Right of Way line, North 89°33'41" East, 186.73 feet; thence, leaving said Southeasterly Right of Way line, along the following described courses:

1. South 00°59'31" East, 111.62 feet,

2. South 89°09'11" West, 65.87 feet,

3. South 00°59'31" East, 110.81 feet, to said Northerly Right of Way line of Maple Avenue; thence, along said Northerly Right of Way line, South 89°17'50" West, 120.96 feet; thence, along a curve to the right, having a radius of 25.00 feet, said arc being subtended to a chord, bearing, North 45°53'23" West, 35.24 feet, to the **Point of Beginning.**

Containing 1.00 acres, more or less.

BLOCK 25

Beginning at the intersection of the Northwesterly Right of Way line of Hackney Way with the Easterly Right of Way line of Auburn Boulevard; thence, from said Point of Beginning along said Easterly Right of Way line, North 01°04'35" West, 86.57 feet; thence, along the Southeasterly Right of Way line of Maple Avenue along a curve to the right, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, North 44°06'37" East, 35.47 feet; thence along said Southeasterly Right of Way line, North 89°17'50" East, 182.23 feet; thence leaving said Southeasterly Right of Way line, South 00°39'06" East, 113.34 feet to said Northwesterly Right of Way line of Hackney Way; thence, along said Northwesterly Right of Way line, South 89°44'38" West, 206.57 feet, to the **Point of Beginning**.

Containing 0.50 acres, more or less.

BLOCK 26

Beginning at the intersection of the Southerly Right of Way line of Hackney Way with the Easterly Right of Way line of Auburn Boulevard; thence, along said Southerly Right of Way line, North 89°44'38" East, 239.40 feet; thence, leaving said Southerly Right of Way line, along the following described courses:

1. South 00°00'00" East, 122.27 feet,
2. South 89°46'02" West, 40.25 feet,
3. South 00°00'00" East, 123.05 feet,
4. South 89°33'13" West, 601.13 feet,
5. South 01°25'57" East, 204.98 feet,
6. South 89°17'56" West, 40.66 feet,
7. South 02°34'05" East, 261.02 feet, to the Southeasterly Right of Way line of Old Auburn Road; thence, along said Southeasterly Right of Way line, South 59°14'52" West, 173.84 feet; thence, North 00°27'07" West, 11.58 feet; thence, South 59°14'52" West, 231.60 feet; thence, South 00°00'00" West, 23.27 feet; thence, South 58°47'05" West, 464.71 feet; thence, along a curve to the left, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, South 28°53'57" West, 24.73 feet, to the Easterly Right of Way of Auburn Boulevard; thence, along said Easterly Right of Way line, North 04°57'31" West, 161.35 feet; thence, North 01°52'30" West, 225.63 feet; thence, along a curve to the right, having a radius of 499.35 feet, said arc being subtended by a chord, bearing, North 02°39'14" East, 91.85 feet; thence, along a curve to the left, having a radius of 737.35 feet, said arc being subtended by a chord, bearing, North 03°25'38" East, 151.33 feet; thence, North 01°04'35" West, 558.41 feet, more or less, to the **Point of Beginning**.

Containing 12.00 acres, more or less.

BLOCK 27

Beginning at the intersection of Easterly Right of Way line of Sylvan Road with the Southeasterly Right of Way line of Old Auburn Road; thence, from said Point of Beginning, along said Southeasterly Right of Way line, North 58°47'05" East, 464.71 feet; thence, North 00°00'00" East, 23.27 feet; thence, North 59°14'52" East, 231.60 feet; thence, leaving said Southeasterly Right of Way line, along the following described courses:

1. South 00°27'07" East, 653.31 feet,

2. South 90°00'00" West, 610.33 feet, to the Easterly Right of Way line of Sylvan Road; thence, North 00°44'42" West, 249.12 feet; thence, along a curve to the right, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, North 28°53'57" East, 24.73 feet, to the **Point of Beginning**.

Containing 6.50 acres, more or less.

BLOCK 28

Beginning at the intersection of the Westerly Right of Way line of Sylvan Road with the Southeasterly Right of Way line of Auburn Boulevard; thence, along said Westerly Right of Way line and Southeasterly along a curve to the right, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, South 57°15'26" East, 41.70 feet; thence, South 00°44'42" East, 142.63 feet; thence, North 89°31'15" East, 25.00 feet; thence, South 00°44'42" East, 131.54 feet; thence, leaving said Easterly Right of Way line, along the following described courses:

1. South 89°28'54" West, 197.98 feet,
2. South 00°32'47" East, 187.74 feet,
3. North 89°06'20" West, 337.90 feet,
4. North 00°21'15" East, 60.03 feet,
5. North 90°00'00'West, 25.22 feet,
6. North 23°53'10" West, 185.41 feet, to said Southerly Right of Way line of Auburn Road; thence, along said Southerly Right of Way line, North 66°13'50" East, 623.20 feet, to the **Point of Beginning**.

Containing 4.00 acres, more or less.

BLOCK 29

Beginning at the intersection of the Westerly Right of Way line of Van Maren Lane with the Northwesterly Right of Way line of Auburn Boulevard; thence, along said Westerly Right of Way line, South 48°06'04" West, 315.48 feet; to a point on the Northeasterly Right of Way of Chatham Way; thence, along said Northeasterly Right of Way, and, along a curve to the right, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, North 87°48'35" West, 34.99 feet; thence, along a curve to the left, having a radius of 704.52 feet, said arc being subtended by a chord, bearing, North 52°33'36" West, 224.32 feet; thence, along a curve to the right, having a radius of 20.00 feet, said arc being subtended by a chord, bearing, North 21°55'50" West, 25.60 feet, to a point on the Easterly Right of Way line of Melbourne Way; thence, along said Easterly Right of Way line, and along a curve to the left, having a radius of 293.07 feet, said arc being subtended by a chord, bearing, North 09°15'15" East, 87.70 feet; thence, North 00°38'57" East, 166.62 feet; thence, along a curve to the right, having a radius of 20.00 feet, said arc being subtended by a chord, bearing, North 45°43'07" East, 28.32 feet, to the Southerly Right of Way of Westbrook Drive; thence, along said Southerly Right of Way line, South 89°12'42" East, 81.94 feet; thence, leaving said Southerly Right of Way line, North 00°21'05" East, 255.99 feet, to the Southerly Right of Way of Oak Lakes Lane; thence, along said South Right of Way line, South 89°26'51" East, 314.05 feet; thence, along a curve to the right, having a radius of 20.00 feet, said arc being subtended by a chord, bearing, South 44°57'04" East, 28.03 feet, to a point on said Westerly Right of Way line of Van Maren Lane; thence, along said Westerly Right of Way, South 00°27'16" East, 85.64 feet; thence, South 89°03'35" East, 7.00 feet; thence, South 00°27'16" East, 354.90 feet; thence, along a curve to the right, having a radius of 20.00 feet, said arc being subtended by a chord, bearing, South 23°49'56" West, 16.45 feet, to the **Point of Beginning.**

Containing 5.50 acres, more or less.

BLOCK 30

Beginning at the intersection of the Southwesterly Right of Way line of Greenback Lane with the Northwesterly Right of Way line of Auburn Boulevard; thence, from said Point of Beginning, along said Southwesterly Right of Way line, North 41°57'53" West, 524.56 feet; thence, along a curve to the left, having a radius of 1201.54 feet, said arc being subtended by a chord, bearing, North 55°03'03" West, 112.11 feet; thence, leaving said Southwesterly Right of Way line, North 32°16'31" East, 131.39 feet, to a point on the Southeasterly Right of Way line of Matheny Way; thence, along said Southeasterly Right of Way line, along a curve to the left, said arc being subtended by a chord, bearing, North 17°53'51" West, 91.96 feet; thence, North 02°15'21" East, 142.32 feet; thence, leaving said Southeasterly Right of Way line, along the following courses:

1. South 89°07'06" East, 249.57 feet,
2. North 58°35'20" East, 194.12 feet,
3. South 39°37'37" East, 387.21 feet,
4. North 49°34'27" East, 428.73 feet,
5. South 39°52'06" East, 256.94 feet, to said Northwesterly Right of Way line of Auburn Boulevard; thence, along said Northwesterly Right of Way line, South 50°21'22" West, 1057.92 feet, to the **Point of Beginning**.

Containing 13.00 acres, more or less.

BLOCK 30A

Beginning at the intersection of the Northwesterly Right of Way line of Auburn Boulevard with the Northeasterly Right of Way line of Creekbed Lane (Private); thence, from said Point of Beginning, along said Northeasterly Right of Way line, along a curve to the right, having a radius of 20.00 feet, said arc being subtended by a chord, North 77°48'53" West, 24.60 feet; thence, North 39°52'06" West, 81.73 feet; thence, along a curve to the right, having a radius of 5.00 feet, said arc being subtended by a chord North 04°01'59" East, 6.94 feet; thence, North 47°58'04" East, 1.82 feet; thence North 44°26'35" West, 28.02 feet; thence, North 47°58'04" West, 3.78 feet, thence, along a curve to the right, having a radius of 5.00 feet; said arc being subtended by a chord, bearing, South 88°39'30" West, 6.52 feet; thence, North 50°39'05" West, 40.16 feet; thence, North 39°52'06" West, 50.79 feet; thence leaving said Northeasterly Right of Way line, along the following courses;

1. North 50°19'17" East, 177.42 feet;

2. North 50°19'17" East, 177.42 feet, thence, North 87°50'03" East, 171.67 feet;

3. thence, South 00°58'13" East, 159.36 feet, to the Northwesterly, Right of Way line of said Auburn Boulevard; thence, along said Northwesterly Right of Way line, South 50°32"10" West, 186.05 feet to the **Point of Beginning.**

Containing 1.50 acres.

BLOCK 31

Beginning at a Point on the Southwesterly Right of Way line of Greenback Lane, said Point being South 64°38'35" East, 45.88 feet from the Southeasterly Right of Way line of Desimon Lane; thence, along said Southwesterly Right of Way line, and along a curve to the left, having a radius of 655.00 feet, said arc being subtended by a chord, bearing, South 73°46'02" East, 176.20 feet; thence, North 89°30'47" East, 100.03 feet; thence, South 01°44'19" West, 14.52 feet; thence, North 89°30'47" East, 223.75 feet; thence, leaving said Southwesterly Right of Way line, along the following described courses;

1. South 00°40'37" East, 216.26 feet,

2. South 89°28'53" West, 499.96 feet,

3. North 00°59'33" East, 281.83 feet, to the **Point of Beginning**.

Containing 2.50 acres, more or less.

BLOCK 32

Beginning at the intersection of the Northeasterly Right of Way line of Greenback Lane with the Southeasterly Right of Way of Auburn Boulevard; thence, from said Point of Beginning, along said Southeasterly Right of Way, North 50°21'322" East, 8,566.63 feet; thence, leaving said Southeasterly Right of Way line, South 00°20'17" East, 880.84 feet to said Northerly Right of Way of Greenback Lane; thence, along said Northerly Right of Way line, South 89°30'47" West, 209.56 feet; thence, North 00°22'03" West, 7.49 feet; thence, along a curve to the right, having a radius of 920.30 feet, said arc being subtended by chord, bearing, North 69°15'50" West, 299.28 feet; thence, along a curve to the right, having a radius of 268.08 feet, said arc being subtended by a chord, bearing, North 50°53'08" West, 840.06 feet; thence North 41°51'55" West, 169.81 feet; thence, along a curve to the right, having a radius of 30.00 feet, said arc being subtended by a chord, bearing, North 04°14'43" East, 43.24 feet, to the **Point of Beginning.**

Containing 8.00 acres, more or less.

BLOCK 33

Beginning at the intersection of the Southerly Right of Way line of Greenback Lane with the Westerly Right of Way line of Dewey Drive; thence, along said Southerly Right of Way line, the following Courses:

1. North 04°47'14" East, 150.58 feet,

2. North 89°30'47" East, 260.14 feet; thence, leaving said Southerly Right of Way line,

3. South 00°15'05" East, 181.29 feet,

4. South 89°28'08" West, 385.17 feet, to said Westerly Right of Way line of Dewey Drive; thence, along said Westerly Right of Way line, North 00°12'12" West, 144.06 feet; thence, along a curve to the left, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, North 45°20'43" West, 35.44 feet, to the **Point of Beginning**.

Containing 2.00 acres, more or less.

BLOCK 34

Beginning at the intersection of the Northerly Right of Way line of Greenback Lane with the Easterly Right of Way line of Binet Drive; thence, along said Northerly Right of Way line, North 76°11'07" West, 103.27 feet; thence, South 89°30'47" West, 279.20 feet; thence, North 00°29'30" West, 167.02 feet; thence, North 69°37'43" East, 24.66 feet, thence, North 19°30'12" West, 46.06 feet, thence, North 69°29'16" West, 19.31 feet, thence, North 20°29'30" West, 53.43 feet, to the Southerly Right of Way line of LeMans Avenue; thence, along said Southerly Right of Way line, North 65°58'51" East, 82.09 feet; thence, along a curve to the right, having a radius of 20.00 feet, said arc being subtended by a chord, bearing, South 80°53'18" East, 21.86 feet, to the Westerly Right of Way line of Binet Drive; thence, along said Westerly Right of Way line and along a curve to the left, having a radius of 180.66, said arc being subtended by a chord, bearing, South 65°21'09" East, 109.22 feet; thence, along a curve to the right, having a radius of 158.01 feet, said arc being subtended by a chord, bearing, South 60°09'41" East, 117.64 feet; thence, leaving said Westerly Right of Way line, North 77°48'03" East, 85.02 feet to a point on the Southeasterly Right of Way line of Burnham Drive; thence, along a curve to the left, having a radius of 20.00 feet, said arc being subtended by a chord, bearing, South 20°00'24" West, 27.51 feet to said Westerly Right of Way line of Binet Drive; thence, along said Westerly Right of Way line and along a curve to the left, having a radius of 211.87 feet, said arc being subtended by a chord, bearing, South 11°51'55" East, 85.05 feet; thence, South 00°17'15" East, 112.94 feet; thence, along a curve to the right, having a radius of 20.00 feet, said arc being subtended by a chord, bearing, South 45°36'39" East, 28.44 feet, to the **Point of Beginning.**

Containing 2.00 acres, more or less.

BLOCK 35

Beginning at the intersection of the Northerly Right of Way line of Greenback Lane with the Easterly Right of Way line of Binet Drive; thence, along said Easterly Right of Way line and along a curve to the right, having a radius of 20.00 feet, said arc being subtended by a chord, bearing, North 45°36'39" West, 28.44 feet; thence, North 00°17'15" West, 112.94 feet; thence, along a curve to the left, having a radius of 211.87 feet, said arc being subtended by a chord, bearing, North 11°51'55" West, 85.08 feet, to the Southerly Right of Way line of Burnham Drive; thence, along said Southerly Right of Way line and along a curve to the right, having a radius of 20.00 feet, said arc being subtended by a chord, bearing, North 20°00'24" East, 27.51 feet; thence, along a curve to the right, having a radius of 970.84 feet, said arc being subtended by a chord, bearing, North 74°27'25" East, 370.35 feet; thence, leaving said Southerly Right of Way line, South 00°08'45" East, 335.83 feet, to said Northerly Right of Way line of Greenback Lane; thence, along said Northerly Right of Way line, South 89°03'57" West, 328.73 feet to the **Point of Beginning**.

Containing 2.50 acres, more or less.

BLOCK 36

Beginning at a point on the Southeasterly Right of Way line of Auburn Boulevard, said point being North 66°13'50" East, 540.84 feet from the Northeasterly Right of Way line of San Tomas Drive; thence, along said Southeasterly Right of Way line, North 66°13'50" East, 1441.20 feet; thence, leaving said Southeasterly Right of Way line, along the following described courses:

1. South 00°36'09" East, 470.25 feet,
2. South 89°23'02" East, 1076.91 feet,
3. South 00°57'26" East, 146.08 feet,
4. North 89°48'12" East, 160.98 feet, to the Westerly Right of Way of Sylvan Road; thence, along said Westerly Right of Way line, South 00°44'42" East, 732.81 feet; thence, leaving said Westerly Right of Way line, along the following described courses:
5. South 89°40'04" West, 224.59 feet,
6. North 54°51'04" West, 125.55 feet,
7. South 79°19'58" West, 48.50 feet,
8. South 00°00'00" West, 69.31 feet,
9. South 72°53'34"West, 178.46 feet,
10. South 01°54'14" East, 130.71 feet,
11. South 35°52'44" East, 104.86 feet,
12. South 08°58'22" East, 135.61 feet,
13. North 78°47'19" West, 254.60 feet,
14. South 18°35'26"West, 60.82 feet,
15. South 22°10'14" East, 104.94 feet,
16. South 88°58'57" East, 200.18 feet,

17. North 68°16'48" East, 62.61 feet,

18. South 36°46'07" East, 31.67 feet,

19. South 51°49'59" West, 54.71 feet,

20. South 12°13'51" East 126.98 feet,

21. South 45°26'52" West, 62.66 feet,

22. South 08°01'18" East, 40.12 feet,

23. North 87°38'27" East, 49.75 feet,

24. South 49°30'28" East, 57.82 feet,

25. South 79°41'51" East, 91.60 feet,

26. South 54°15'37" West, 218.53 feet,

27. South 01°31'06" East, 77.30 feet,

28. South 33°04'48" East, 45.78 feet,

29. South 03°02'39" East, 66.85 feet,

30. South 38°33'44", 35.27 feet,

31. North 85°02'49" East, 65.12,

32. South 06°37'03" East, 30.90 feet,

33. South 63°28'26" West, 33.56 feet,

34. South 16°17'24" West, 36.90 feet, to the Northerly Right of Way line of Woodside Drive; thence, along said Northerly Right of Way line, South 88°44'44" West, 262.09 feet; thence, leaving said Northerly Right of Way line, along the following described courses:

35. North 01°16'26" West, 494.78 feet,

36. South 89°44'49" West, 544.62 feet,

37. South 01°05'08" East, 504.31 feet,

38. South 01°15'16" East, 17.73 feet,

39. South 88°53'45"West, 1357.93 feet,

40. North 00°56'58" West, 2140.40 feet, to the said Southeasterly Right of Way line of Auburn Boulevard, and being the **Point of Beginning.**

Containing 114.50 acres, more or less.

BLOCK 37

Beginning at the intersection of the Easterly Right of Way line of Van Maren Lane with the Northwesterly Right of Way line of Auburn Boulevard; thence, from said Point of Beginning, along said Easterly Right of Way line of Van Maren Lane and; along a curve to the right, having a radius of 30.00 feet, said arc being subtended by a chord, bearing, North 66°25'33" West, 54.82 feet; thence, North 00°27'16" West, 260.37 feet; thence, leaving said Easterly Right of Way line, North 88°46'24" East, 103.57 feet; thence, North 65°53'53" East, 63.82 feet; thence, South 41°14'53" East, 155.55 feet, to said Northwesterly Right of Way line of Auburn Boulevard; thence, along said Northwesterly Right of Way line, South 47°36'11" West, 287.15 feet, to the **Point of Beginning**.

Containing 1.00 acres, more or less.

BLOCK 38

Beginning at the intersection of the Southwesterly Right of Way line of Greenback Lane with the Northwesterly Right of Way line of Auburn Boulevard; thence, from said Point of Beginning, along said Northwesterly Right of Way line, South 50°21'22" West, 317.48 feet; thence, leaving said Northwesterly Right of Way line, along the following described courses:

1. North 53°07'14" West, 270.87 feet,
2. North 47°42'32" East, 232.68 feet,
3. North 42°22'24" West, 155.04 feet,
4. North 45°18'00" East, 138.21 feet, to said Southwesterly Right of Way line of Greenback Lane; thence, along said Southwesterly Right of Way,
5. South 41°57'53" East, 441.56 feet, to the **Point of Beginning**.

Containing 3.00 acres, more or less.

BLOCK 39

Beginning at the intersection of the Southwesterly Right of Way line of Greenback Lane with the Southeasterly Right of Way line of Auburn Boulevard; thence, along said Southwesterly Right of Way line, and along a curve to the right, said arc being subtended by a chord, bearing, South 85°45'17" East, 41.60 feet; thence, South 41°51'55" East, 211.74 feet; thence, South 61°22'24" East, 110.70 feet; to the Southeasterly Right of Way line of Desimone Lane; thence, along said Southeasterly Right of Way line, and along a curve to the left, having a radius of 24.00 feet; said arc being subtended by a chord, bearing, South 89°30'47" West, 30.00 feet; thence, along a curve to the right, having a radius of 130.00 feet, said arc being subtended by a chord, South 58°00'26" West, 133.95 feet; thence, South 89°30'47" West, 360.56 feet; thence, South 42°58'15" West, 8.14 feet, thence, South 89°28'53" West, 126.23 feet to said Southeasterly Right of Way line of Auburn Boulevard; thence, along said Southeasterly Right of Way line, North 50°14"38" East, 104.24 feet; thence, North 50°19'51" East, 358.19 feet to the **Point of Beginning.**

Containing 2.0 acres, more or less.

BLOCK 40

Beginning at the intersection of the Southeasterly Right of Way line of Auburn Boulevard with the Southerly Right of Way of Desimone Lane; thence, along said Southerly Right of Way line, North 89°28'53" East, 126.23 feet; thence, North 42°58'15" East, 8.14 feet; thence, North 89°30'47" East, 175.64 feet; thence, South 00°59'33" West, 224.53 feet; thence, South 89°28'53" West, 512.32 feet to said Southeasterly Right of Way line of Auburn Boulevard; thence, along said Southeasterly Right of Way line, North 42°21'56" East, 225.41 feet; thence, along a curve to the right, having a radius of 860.53 feet, said arc being subtended by a chord bearing North 46°29'44" East. 78.43 feet, to the **Point of Beginning**.

Containing 2.00 acres, more or less.

BLOCK 41

Beginning at the point on the Northwesterly Right of Way line of Auburn Boulevard, said point being North 41°04'53" East, 1566.06 feet, from the Northeasterly Right of Way line of Devecchi Avenue; thence, along said Northwesterly Right of Way line, South 41°04'53" West, 1006.45 feet; thence, North 49°21'38" West, 276.29 feet; thence, North 41°48'47" East, 317.98 feet; thence, North 00°09'50" East, 351.30 feet; thence, South 89°09'47" East, 658.09 feet, to the **Point of Beginning**.

Containing 7.00 acres, more or less.

BLOCK 42

Beginning at the intersection of the Northwesterly Right of Way line of Auburn Boulevard with the Northeasterly Right of Way line of Devecchi Avenue; thence, along said Northeasterly Right of Way line, and along a curve to the right, having a radius of 25.00 feet, said arc being subtended by a chord bearing South 86°58'33" West, 34.88 feet; thence, North 48°49'48" West, 187.42 feet; thence, North 41°41'53" East, 547.69 feet; thence, South 49°07'37" East, 207.01 feet to said Northwesterly Right of Way of Auburn Boulevard; thence, along said Northwesterly Right of Way, South 41°07'48" West, 524.43 feet, to the **Point of Beginning.**

Containing 2.60 acres, more or less.

BLOCK 43

Beginning at a point on the Southeasterly Right of Way line of Auburn Boulevard, said point being Southwesterly, 715.19 feet along said Southeasterly Right of Way, from the Southwesterly Right of Way line of Shadow Lane; thence, along the following described courses:

1. South 10°19'17" East, 233.18 feet,
2. South 86°54'49" East, 19.67 feet,
3. South 12°46'07" East, 285.05 feet,
4. South 14°02'10" East, 42.20 feet,
5. South 70°53'45" West, 79.62 feet,
6. South 18°26'06" West, 85.38 feet,
7. South 22°51'51" East, 15.23 feet,
8. South 69°57'07" West, 527.90 feet,
9. North 89°30'16" West, 131.99 feet,
10. South 49°18'42" West, 28.87 feet,
11. North 41°59'12" West, 163.59 feet, to said Southeasterly Right of Way line of Auburn Boulevard; thence, along said Southeasterly Right of Way line, North 46°05'06" East, 486.85 feet, thence, along a curve to the left, having a radius of 1275.69 feet, said arc being subtended by a chord bearing North 44°07'16" East, 182.69 feet; thence, North 41°04'53" East, 369.77 feet, to the **Point of Beginning.**

Containing 7.50 acres, more or less.

BLOCK 43A

Beginning at a point on the Southeasterly Right of Way line of Auburn Boulevard, said point being Southwesterly, 267.43 feet along said Southeasterly Right of Way, from the Southwesterly Right of Way line of Shadow Lane; thence, along the following described courses:

1. South 48°43'00" East, 181.49 feet,

2. South 41°00'33" West, 570.32 feet,

3. North 10°19'17" West, 233.14 feet, to said Southeasterly Right of Way line of Auburn Boulevard; thence, along said Southeasterly Right of Way line, North 41°04'53" East, 425.52 feet, to the **Point of Beginning**.

Containing 2.00 acres, more or less

BLOCK 44

Beginning at the intersection of the Northwesterly Right of Way line of Auburn Boulevard with the Northeasterly Right of Way line of Devecchi Avenue; thence, along said Northwesterly Right of Way line, South 44°55'12" West, 255.93 feet; thence, North 00°54'37" East, 302.80 feet, to said Northeasterly Right of Way line of Devecchi Avenue; thence, along said Northeasterly Right of way, South 48°49'48" East, 187.42 feet; thence, along a curve to the left, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, North 86°58'33" East, 34.88 feet, to the **Point of Beginning**.

Containing 0.50 acres, more or less.

BLOCK 45

Beginning at the intersection of the Northerly Right of Way line of Greenback Lane with the Easterly Right of Way line of The Avenue of the Fountains; thence, along said Northerly Right of Way, South 89°03'57" West, 374.51 feet; thence, North 00°56'58" West, 1262.92 feet; thence, north 88°59'12" East, 442.00 feet, to said Easterly Right of Way line of The Avenue of the Fountains; thence, along said Easterly Right of Way line, South 01°00'49" East, 410.00 feet; thence, along a curve to the right, having a radius of 500.00 feet, said arc being subtended by a chord, bearing, South 07°20'45" West, 180.37 feet; thence, along a curve to the right, having a radius of 542.00 feet, said arc being subtended by a chord, bearing, South 16°51'12" West, 91.47 feet; thence, along a curve to the left, having a radius of 531.77 feet, said arc being subtended by a chord, bearing, South 02°15'50" West, 408.73 feet; thence, South 00°00'29" West, 408.73 feet; thence, along a curve to the right, having a radius of 259.02 feet, said arc being subtended by a chord, bearing, South 18°02'29" West, 57.63 feet; thence, along a curve to the left, having a radius of 53.05 feet, said arc being subtended by a chord, bearing, South 13°55'44" East, 66.71 feet to the **Point of Beginning**.

Containing 12.00 acres, more or less.

BLOCK 46

Beginning at the intersection of the Northerly Right of Way line of Greenback Lane with the Easterly Right of Way line of The Avenue of the Fountains; thence along said Easterly Right of Way line, and along a curve to the right, having a radius of 53.05 feet, said arc being subtended by a chord, bearing, North 13°55'44" West, 66.71 feet; thence, along a curve to the left, having a radius of 259.02 feet, said arc being subtended by a chord, bearing, North 18°02'29" East, 57.63 feet; thence North 00°00'29" East, 408.73 feet; thence, along a curve to the right, having a radius of 531.77 feet, said arc being subtended by a chord, bearing, North 02°15'50" East, 59.86 feet; thence, along a curve to the left, having a radius of 542.00 feet, said arc being subtended by a chord, bearing, North 16°51'12" East, 91.47 feet; thence, along a curve to the left, having a radius of 500.00 feet, said arc being subtended by a chord, bearing, North 07°20'45" East, 180.37 feet; thence, leaving said Easterly Right of Way line, along the following courses:

1. North 88°59'12" East, 315.02 feet,

2. South 01°00'48" East, 75.50 feet,

3. North 88°59'12" East, 34.00 feet,

4. South 01°00'48" East, 97.00 feet,

5. South 21°32'25" East, 386.47 feet; thence, along a curve to the right, having a radius of 300.00 feet, said arc being subtended by a chord, bearing, South 11°05'46" East, 157.24 feet; thence, south 00°56'03" East, 165.00 feet, to said Northerly Right of Way of Greenback Lane; thence, along said northerly Right of Way line, South 89°03'57" West, 580.73 feet, to the Point of Beginning.

Containing 10.00 acres, more or less.

BLOCK 47

Beginning at the intersection of the Northerly Right of Way line of Greenback Lane with the Easterly Right of Way line of San Juan Avenue; thence, along said Northerly Right of Way line, South 82°34'57" West, 130.62 feet; thence, South 89°01'04" West, 125.00 feet; thence, North 00°58'56" West, 10.00 feet; thence, South 84°54'28" West, 121.27 feet; thence, South 89°01'04" West, 462.19 feet; thence, South 89°03'57" West, 244.66 feet; thence, leaving said Northerly Right of Way, North 00°56'03" West, 165.00 feet; thence, along a curve to the left, having a radius of 300.00 feet, said arc being subtended by a chord, bearing, North 11°05'46" West, 157.24 feet; thence, North 21°32'25" West, 245.21 feet; thence, North 89°03'01" East, 363.45 feet; thence, North 00°26'21" West, 50.75 feet; thence, North 60°00'00" East, 482.40 feet; thence, North 89°14'13" East, 735.00 feet; thence, South 66°01'39" East, 101.78 feet; thence, South 54°21'28" East, 82.02 feet, to the Southeasterly Right of Way line of said San Juan Avenue; thence, along said Southeasterly Right of Way line, and along a curve to the right, having a radius of 752.40 feet, said arc being subtended by a chord, bearing, South 45°05'02" East, 260.81 feet; thence, along a curve to the left, having a radius of 1877.33 feet, said arc being subtended by a chord, bearing, South 54°00'19" West, 112.95 feet; thence, along a curve to the left, having a radius of 565.75 feet, said arc being subtended by a chord, bearing, South 25°32'42" West, 509.05 feet; thence, along a curve to the left, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, South 46°05'12" East, 35.29, feet, to the **Point of Beginning**.

Containing 22.00 acres, more or less.

BLOCK 48

Beginning at the intersection of the Southerly Right of Way line of Greenback Lane with the Westerly Right of Way line of Shupe Drive; thence, along said Southerly Right of Way line, along the following described courses:

1. North 76°39'48" East, 112.51 feet,
2. North 89°01'04" East, 633.32 feet,
3. South 89°01'37" East, 117.23 feet,
4. North 89°01'04" East, 179.81 feet,
5. North 85°12'12" East, 60.12 feet, to the Easterly Right of Way line of San Juan Avenue; thence, along said Easterly Right of Way line, along the following courses:
6. South 01°06'08" East, 167.59 feet,
7. North 88°58'36" East, 20.00 feet,
8. South 01°06'08" East, 215.08 feet,
9. South 01°48'57" West, 196.44 feet,
10. South 01°06'08" East, 189.25 feet,
11. North 88°58'36" East, 15.00 feet,
12. South 01°06'08" East, 162.06 feet,
13. South 88°47'58" West, 15.00 feet,
14. South 01°06'08" East, 67.00 feet,
15. South 12°07'51" East, 57.50 feet,
16. North 88°53'52" East, 6.00 feet,

17. South 01°06'08" East, 27.00 feet,

18. South 88°59'42" West, 17.00 feet; thence, leaving said Easterly Right of Way line, South 84°43'44" West, 105.55 feet, to the Northerly Right of Way line of Sperry Drive; thence, along said Northerly Right of Way line, South 89°31'02" West, 211.86 feet; thence, along a curve to the left, having a radius of 536.79 feet, said arc being subtended by a chord, bearing, South 85°00'20" West, 84.45 feet; thence, South 74°50'50" West, 105.63 feet, to the Southwesterly Right of Way line of Shupe Drive; thence, along said Southwesterly Right of Way line, and along a curve to the left, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, North 23°50'45" West, 35.57 feet; thence, along a curve to the left, having a radius of 475.57 feet, said arc being subtended by a chord, bearing, North 31°56'35" West, 179.80 feet; thence, North 42°22'39" West, 538.47 feet; thence, North 39°14'35" West, 107.17 feet; thence, along a curve to the right, having a radius of 547.28 feet, said arc being subtended by a chord, bearing, North 17°30'12" West, 292.64 feet; thence, North 01°13'21" West, 114.36 feet; thence, along a curve to the left, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, North 46°06'08" West, 35.28 feet, to the **Point of Beginning**.

Containing 22.00 acres, more or less.

BLOCK 49

Beginning at the intersection of the Northerly Right of Way line of Greenback Lane with the Easterly Right of Way line of Sylvan Road; thence, along said Easterly Right of Way line and along a curve to the right, having a radius of 24.58 feet, said arc being subtended by a chord, bearing, North 45°51'49" West, 35.43 feet; thence, North 00°44'42" West, 108.02 feet; thence leaving said Easterly Right of Way line, along the following courses:

1. North 89°39'23" East, 185.93 feet,
2. South 00°24'34" East, 77.71 feet,
3. North 89°59'28" East, 97.09 feet,
4. North 00°00'17" West, 19.97 feet,
5. South 89°59'18" East, 78.06 feet,
6. North 00°28'24" West, 49.42 feet,
7. North 89°01'26" East, 140.11 feet,
8. South 00°00'33" East, 144.73 feet, to said Northerly Right of Way line of Greenback Lane; thence, along said Northerly Right of Way line, along the following courses:
9. South 89°01'04" West, 217.79 feet,
10. South 00°00'17" East, 10.00 feet,
11. South 89°01'04" West, 23.76 feet,
12. North 00°01'25" East, 35.01 feet,
13. South 89°01'04" East, 233.05 feet, to the **Point of Beginning**.

Containing 1.50 acres, more or less.

BLOCK 50

Beginning at a point on the Southerly Right of Way line of Greenback Lane, said point being Easterly, along said Southerly Right of Way line, 802.00 feet, more or less from the Easterly Right of Way line of Shupe Drive; thence, along said Southerly Right of Way line, the following courses:

1. South 88°39'20" East, 145.13 feet,
2. South 01°04'48" East, 6.95 feet,
3. South 88°43'56" East, 70.06 feet,
4. North 01°04'48" West, 8.03 feet,
5. South 88°39'20" East, 60.05 feet,
6. South 01°04'48" East, 10.00 feet,
7. North 89°01'04" East, 278.52 feet; thence, leaving said Southerly Right of Way line, along the following courses:
8. South 00°36'38" East, 505.02 feet,
9. South 89°10'51" West, 274.39 feet,
10. South 01°04'48" East, 20.92 feet,
11. South 88°47'58" West, 275.00 feet,
12. North 01°04'48" West, 546.20 feet, to the **Point of Beginning.**

Containing 6.50 acres, more or less.

BLOCK 51

Beginning at the intersection of the Southerly Right of Way line of Greenback Lane with the Westerly Right of Way line of Mariposa Avenue; thence, along said Westerly Right of Way line, and along a curve to the right, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, South 45°58'47" East, 35.36 feet; thence, South 00°58'38" East, 139.19 feet; thence, leaving said Westerly Right of Way line, the following courses:

1. South 89°01'14" West, 151.96 feet,
2. South 00°31'07" East, 44.90 feet,
3. South 89°01'04" West, 175.35 feet,
4. North 00°31'07" West, 209.10 feet, to said Southerly Right of Way line of Greenback Lane; thence, along said Southerly Right of Way line, North 89°01'04" East, 300.99 feet, to the **Point of Beginning**.

Containing 1.50 acres, more or less.

BLOCK 52

Beginning at the intersection of the Northerly Right of Way line of Greenback Lane with the Easterly Right of Way line of Mariposa Avenue; thence, along said Easterly Right of Way line, and along a curve to the right, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, North 45°58'47" West, 35.36 feet; thence, North 00°58'38" West, 105.00 feet; thence, leaving said Easterly Right of Way line, the following courses:

1. North 89°01'04" East, 109.00 feet,
2. North 00°58'38" West, 10.65 feet,
3. North 89°01'22" East, 125.00 feet,
4. North 00°58'38" West, 145.00 feet,
5. North 89°01'22" East, 131.95 feet,
6. South 00°58'38" East, 142.12 feet,
7. North 89°01'22" East, 24.30 feet,
8. South 00°58'38" East, 143.51 feet, to said Northerly Right of Way line of Greenback Lane; thence, along said Northerly Right of Way line the following courses:
9. South 89°01'04" West, 156.25 feet,
10. North 00°58'38" West, 15.00 feet,
11. South 89°01'04" West, 125.00 feet,
12. South 00°58'38" East, 15.00 feet,
13. South 89°01'04" West, 84.00 feet, to the **Point of Beginning**.

Containing 1.50 acres, more or less.

BLOCK 53

Beginning at the intersection of the Southerly Right of Way line of Greenback Lane with the Easterly Right of Way line of Mariposa Avenue; thence, along said Southerly Right of Way line the following courses:

1. North 88°26'50" East, 100.40 feet,
2. North 89°01'04" East, 80.00 feet,
3. North 78°53'42" East, 56.90 feet,
4. North 89°01'04" East, 312.78 feet,
5. South 00°36'37" East, 5.00 feet,
6. North 89°01'04" East, 235.28 feet,
7. North 01°17'03" West, 20.00 feet,
8. North 89°01'04" East, 71.94 feet, to the Westerly Right of Way line of Patterson Lane; thence, along said Westerly Right of Way line, and along a curve to the right, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, South 45°58'01" East, 35.36 feet; thence, South 00°57'05" East, 90.21 feet; thence, leaving said Westerly Right of Way line the following courses:
9. South 88°42'57" West, 96.28 feet,
10. South 01°17'03" East, 149.24 feet,
11. South 88°42'57" West, 238.17 feet,
12. South 00°36'37" East, 72.55 feet,
13. South 88°41'59" West, 158.59 feet,
14. South 88°52'40" West, 416.53 feet, to said Easterly Right of Way line of Mariposa Avenue; thence, along said Easterly Right of Way line, North 00°58'38" West, 150.00 feet, thence, North 00°15'12" East, 139.70 feet; thence, along a curve to the right, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, North 44°01'13" East, 35.35 feet, to the **Point of Beginning**.

Containing 6.00 acres, more or less.

BLOCK 54

Beginning at the intersection of the Northerly Right of Way line of Greenback Lane with the Westerly Right of Way line of Birdcage Street; thence, along said Northerly Right of Way line the following courses:

1. South 88°02'00" West, 177.30 feet,

2. South 83°30'54" West, 64.40 feet,

3. South 88°18'25" West, 295.67 feet; thence, leaving said Northerly Right of Way line the following courses:

4. North 00°39'36 West, 291.72 feet,

5. North 88°49'43" East, 311.17 feet,

6. North 01°02'21" West, 100.47 feet,

7. South 51°52'20" East, 80.33 feet; thence, along a curve to the right, having a radius of 30.00 feet, said arc being subtended by a chord, bearing, South 27°58'45" East, 24.30 feet; thence, South 04°05'10" East, 31.85 feet; thence, along a curve to the left, having a radius of 30.00 feet, said arc being subtended by a chord, bearing, South 32°24'11" East, 28.46 feet; thence, South 60°43'11" East, 15.05 feet; thence, North 01°20'36" West, 27.41 feet; thence, North 88°15'55" East, 160.61 feet, to said Westerly Right of Way line of Birdcage Street; thence, along said Westerly Right of Way line, and along a curve to the right, having a radius of 4099.94 feet, said arc being subtended by a chord, bearing, South 00°24'16" East, 114.06 feet; thence, South 87°22'35" West, 10.01 feet; thence, along a curve to the right, having a radius of 4406.63 feet, said arc being subtended by a chord, bearing, South 01°15'44" West, 136.07 feet; thence along a curve to the right, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, South 45°05'24" West, 34.06 feet, to the **Point of Beginning**.

Containing 4.00 acres, more or less.

BLOCK 55

Beginning at the intersection of the Northerly Right of Way line of Greenback Lane with the Westerly Right of Way line of Birdcage Street; thence, along said Westerly Right of Way line, and along a curve to the left, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, North 45°05'24" East, 34.06 feet; thence, along a curve to the left, having a radius of 4406.63 feet, said arc being subtended by a chord, bearing, North 01°15'44" East, 136.07 feet; thence, North 87°22'35" East, 10.01 feet; thence, along a curve to the left, having a radius of 4099.94 feet, said arc being subtended by a chord, bearing, North 00°24'16" West, 114.06 feet; thence, leaving said Westerly Right of Way line, the following courses:

1. North 61°21'21" East, 67.51 feet,
2. North 89°19'00" East, 214.96 feet,
3. North 01°50'06" West, 205.29 feet,
4. North 89°00'13" East, 202.47 feet,
5. North 01°01'07" West, 435.96 feet, to the Southerly Right of Way line of Sun Hill Drive; thence, along said Southerly Right of Way line, and along a curve to the left, having a radius of 121.93 feet, said arc being subtended by a chord, bearing, North 77°14'31" East, 48.25 feet; thence, along a curve to the right, having a radius of 122.55 feet, said arc being subtended by a chord, bearing, North 77°14'31" East, 48.25 feet; thence, North 88°35'46" East, 436.41 feet; thence, leaving said Southerly Right of Way line, the following courses:
6. South 00°18'29" East, 171.47 feet,
7. South 88°45'13" West, 172.91feet,
8. South 00°18'29" East, 496.69 feet,
9. North 89°01'02" East, 123.12 feet,
10. South 00°51'15" East, 71.53 feet,
11. North 89°01'02" East, 144.52 feet,

12. South 00°51'15" East, 60.70 feet,

13. North 88°02'00" East, 160.36 feet,

14. North 78°37'30" East, 111.88 feet, to the Easterly Right of Way line of Sunrise Boulevard; thence, along said Easterly Right of Way line, South 00°51'15" East, 164.27 feet; thence, along a curve to the left, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, South 46°16'05" East, 35.61 feet, to said Northerly Right of Way line of Greenback Lane; thence, along said Northerly Right of Way line, the following courses:

15. North 87°03'26" West, 160.23 feet,

16. South 88°02'00" West, 135.84 feet,

17. North 00°51'15" West, 10.34 feet,

18. South 88°02'00" West, 48.27 feet,

19. South 85°08'26" West, 96.49 feet,

20. South 00°51'15" East, 5.47 feet,

21. South 88°02'00" West, 667.20 feet,

22. North 01°50'06" West, 5.00 feet,

23. South 88°02'00" West, 200.30 feet,

24. North 89°34'47" West, 120.05 feet, to the **Point of Beginning.**

Containing 15.50 acres, more or less.

BLOCK 56

Beginning at the intersection of the Southerly Right of Way line of Greenback Lane with the Westerly Right of Way line of Birdcage Street; thence, along said Southerly Right of Way line, the following courses:

1. North 73°38'54" East, 60.42 feet,

2. North 88°02'00" East, 921.99 feet,

3. South 84°24'31" East, 114.04 feet,

4. North 88°02'00" East, 154.45 feet, to the Westerly Right of Way line of Sunrise Boulevard; thence, along said Westerly Right of Way line, and along a curve to the right, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, South 46°26'19" East, 35.68 feet; thence, South 01°13'50" East, 671.49 feet; thence, leaving said Westerly Right of Way line, the following courses:

5. South 86°14'49" West, 301.72 feet,

6. North 02°30'00" West, 30.00 feet,

7. South 87°30'00" West, 992.52 feet, to said Westerly Right of Way line of Birdcage Street; thence, along said Westerly line,

8. North 02°47'43" East, 660.74 feet, to the **Point of Beginning**.

Containing 20.50 acres, more or less.

BLOCK 57

Beginning at the intersection of the Southerly Right of Way line of Greenback Lane with the Westerly Right of Way line of Sunrise Boulevard; thence, along said Southerly Right of Way line, the following courses:

1. South 84°47'24" East, 148.39 feet,

2. North 87°34'23" East, 384.63 feet,

3. North 88°19'04" East, 1477.43 feet,

4. North 80°33'44" East, 111.15 feet, to the Easterly Right of Way line of Sunrise Vista Drive; thence, along said Easterly Right of Way line, and along a curve to the left, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, South 43°34'12" West, 35.20 feet; thence,

5. South 01°10'39" East, 1912.21 feet; thence, along a curve to the left, having a radius of 399.06 feet, said arc being subtended by a chord, bearing, South 13°35'52" East, 171.66 feet; thence, South 26°01'04" East, 71.34 feet; thence, along a curve to the left, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, South 70°55'13" East, 35.30 feet, to the Northwesterly Right of Way line of Sunrise East Way; thence, along said Northwesterly Right of Way line, South 52°04'56" West, 102.59 feet; thence, South 41°34'57"West, 23.41 feet; thence, South 48°28'03" East, 22.00 feet; thence, South 41°37'00" West, 268.88 feet; thence, along a curve to the right, having a radius of 272.84 feet, said arc being subtended by a chord, bearing, South 65°32'22" West, 211.57 feet; thence, along the following courses:

6. South 00°43'15" East, 28.27 feet; thence, South 88°04'19" West, 1704.46 feet, to said Westerly Right of Way line of Sunrise Boulevard; thence, along said Westerly Right of Way line and along a curve to the left, having a radius of 2396.76 feet, said arc being subtended by a chord, bearing, North 01°10'24" East, 135.74 feet; thence, North 01°10'28" West, 110.38 feet; thence, North 10°13'50" West, 2318.81 feet; thence, along a curve to the left, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, North 46°26'28" West, 35.68 feet, to the **Point of Beginning**.

Containing 121.50 acres, more or less.

BLOCK 58

Beginning at the intersection of the Southerly Right of Way line of Greenback Lane with the Easterly Right of Way line of Sunrise Vista Drive; thence, along said Southerly Right of Way line, South 88°19'04" West, 537.49 feet, to the Westerly Right of Way line of Fair Oaks Boulevard; thence, along said Westerly Right of Way line and along a curve to the right, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, South 48°41'50" East, 34.09 feet; thence South 01°54'51" East, 328.81 feet; thence, South 88°19'04 West, 591.64 feet, to said Westerly Right of Way line of Sunrise Vista Drive; thence along said Westerly Right of Way line, North 01°10'39" West, 327.28 feet; thence, along a curve to the right, having a radius of 25.00 feet, said arc being subtended by a chord, bearing, North 43°34'12" East, 35.20 feet, to the **Point of Beginning**.

Containing 5.00 acres, more or less.

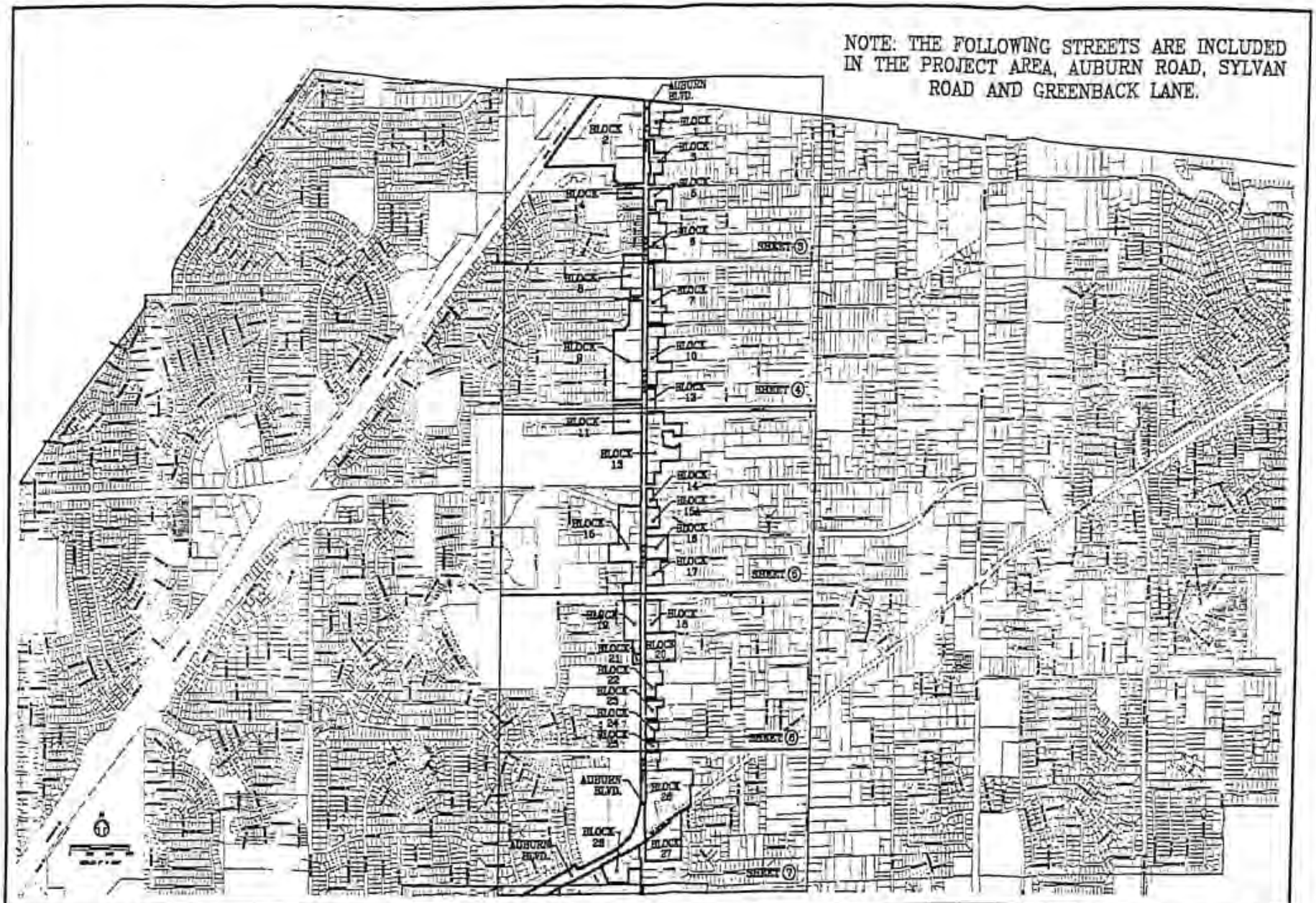
ATTACHMENT NO. 2

REDEVELOPMENT PLAN MAP

ATTACHMENT NO. 2A

REDEVELOPMENT PLAN MAP – PROJECT BOUNDARIES

NOTE: THE FOLLOWING STREETS ARE INCLUDED IN THE PROJECT AREA, AUBURN ROAD, SYLVAN ROAD AND GREENBACK LANE.



MUNICIPAL ENGINEERING
RAILROAD ENGINEERING
SURVEYING
PLANNING

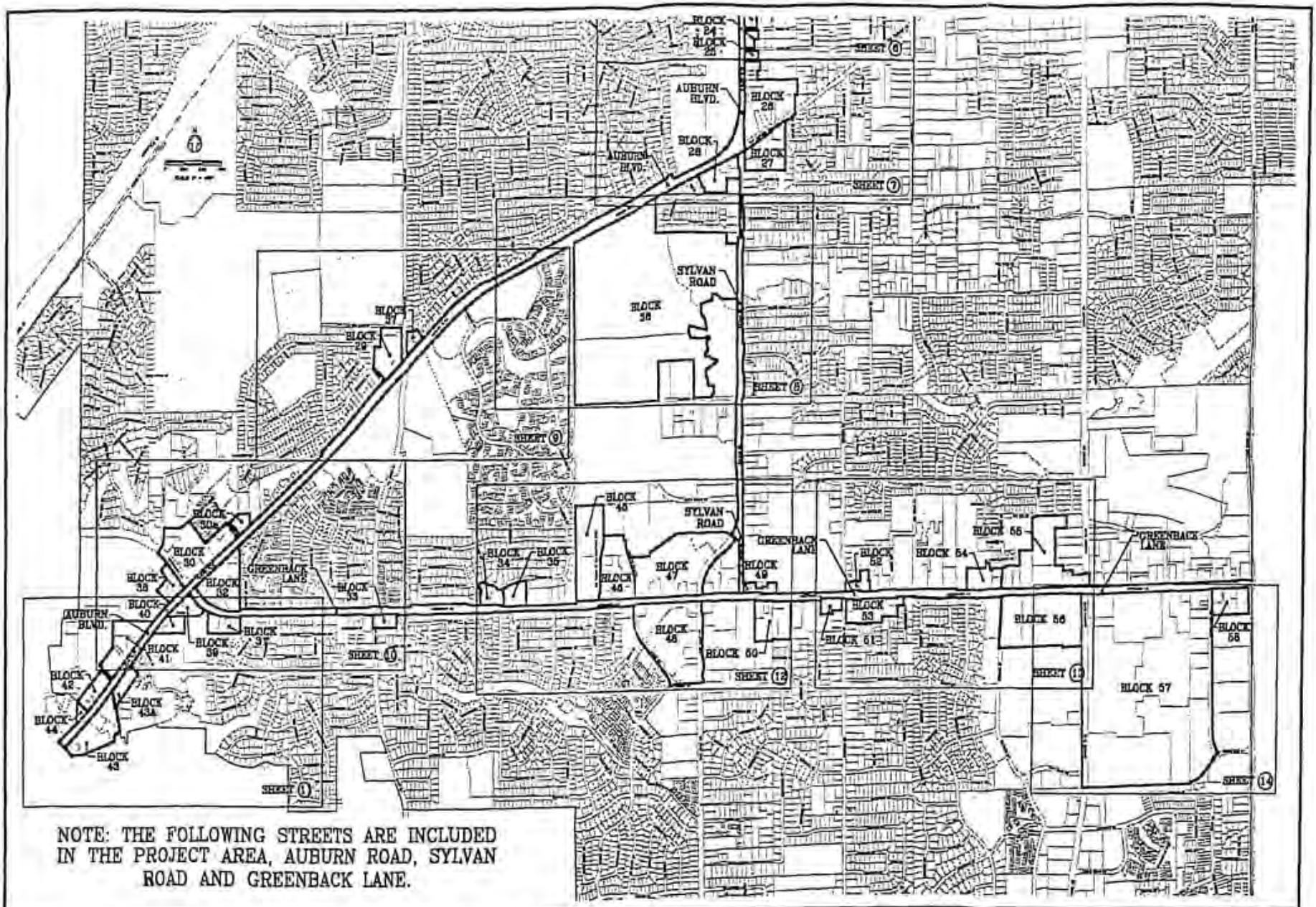
SANTINA & THOMPSON, INC.

1355 WILLOW WAY, SUITE 280 • CONCORD, CA. 94520

REDEVELOPMENT PLAN MAP
CITRUS HEIGHTS COMMERCIAL CORRIDOR REDEVELOPMENT
PROJECT AREA

SHEET 1 OF 14 SHEETS
JOB NO. 0400

Case: 24-10715 Doc# 192-17 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 484 of 631



NOTE: THE FOLLOWING STREETS ARE INCLUDED IN THE PROJECT AREA, AUBURN ROAD, SYLVAN ROAD AND GREENBACK LANE.

MUNICIPAL ENGINEERING
RAILROAD ENGINEERING
SURVEYING
PLANNING

SANTINA & THOMPSON, INC.

1355 WILLOW WAY, SUITE 280 • CONCORD, CA. 94520

REDEVELOPMENT PLAN MAP
CITRUS HEIGHTS COMMERCIAL CORRIDOR REDEVELOPMENT PROJECT AREA

SHEET 2 OF 14 SHEETS

0400

Case: 24-10715 Doc# 192-17 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 485 of 631

CITY OF CITRUS HEIGHTS

ZONING MAP

LEGEND

ZONING DISTRICTS

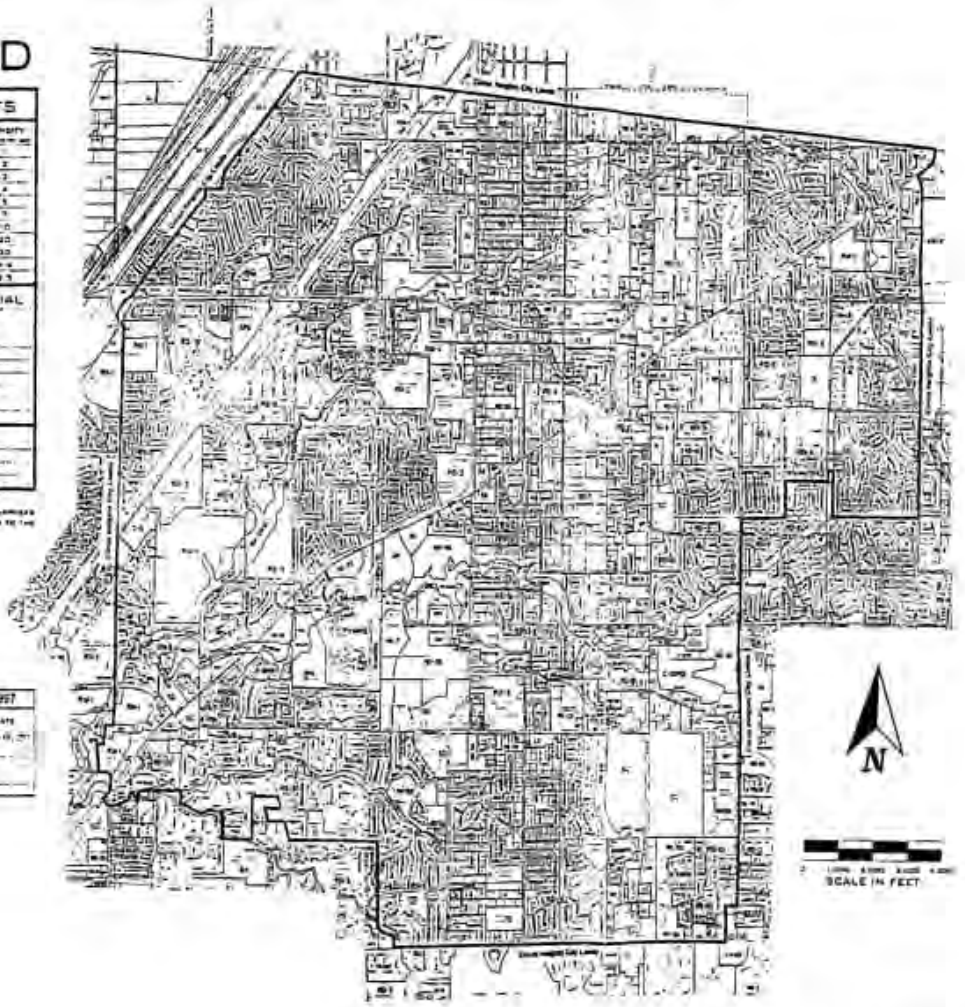
RESIDENTIAL	DENSITY
RD-1	1
RD-2	2
RD-3	3
RD-4	4
RD-5	5
RD-7	7
RD-10	10
RD-20	20
RD-30	30
RE-1	0.5
RM-1	8.5

COMMERCIAL/INDUSTRIAL	
AC	
LC	
SC	
GC	
BP	
IP	
O	
PQP	
SPA	

OVERLAY ZONES	
F	
NS	
PD	

Zoning Map Adopted January 1, 1997

APN	AMENDMENT #	ZONE CHANGE	DATE



REDEVELOPMENT PLAN MAP – LAND USE

Case: 24-10715 Doc# 192-17 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 486 of 631

ATTACHMENT NO. 2B

REDEVELOPMENT LAND USE MAP – LAND USE

ATTACHMENT NO. 3

PROPOSED PUBLIC IMPROVEMENTS

I. **STREETS, ROADWAYS, TRAFFIC SIGNALS AND INTERSECTION IMPROVEMENTS**

Street construction, reconstruction, widening, signalization, curbs, gutters, sidewalks, intersections, and other improvement necessary to install, upgrade, modernize and improve the following within and serving the Project Area:

A. Auburn Blvd. from northerly City limits to Sylvan
B. Sylvan from Auburn Blvd. to Greenback
C. Auburn Blvd. from Greenback to Sylvan
D. Greenback from Auburn to Dewey
E. Greenback from Dewey to San Juan
F. Greenback from San Juan to City limits

II. **WATER, SEWER, AND FLOOD CONTROL IMPROVEMENTS**

Repair/replacement of inadequate or deteriorated water, sewer, and storm drainage systems as follows within and serving the Project Area:

A. Water Line Upgrades
B. Water Hydrants
C. Sanitary Sewer Lines
D. Storm Drains/Storm Sewer Upgrades

III. **PUBLIC FACILITIES**

Provide for new or rehabilitation of existing public facilities within and serving the Project Area.

Repair/replacement of existing electrical, phone and TV wires from overhead to underground placement within and serving the Project Area

IV. STREETSCAPE AND STREET LIGHTING

Provide for new or rehabilitation of existing public amenities within and serving the Project Area, including landscaping and irrigation, street lighting, gateways, signage, and general beautification within and serving the Project Area

Installation of new and repair/replacement of existing street furniture (i.e., benches, trash cans) and bus shelters within and serving the Project Area

Case: 24-10715 Doc# 192-17 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 489 of 631

Sacramento County Recorder
Donna Allred, Clerk/Recorder
BOOK 20150625 PAGE 0997
Thursday, JUN 25, 2015 2:24:29 PM
Ttl Pd $0.00 Rcpt # 0008588342
DHB/58/1-8

RECORDING REQUESTED BY AND RECORDED FOR THE BENEFIT OF:
City of Citrus Heights

WHEN RECORDED RETURN TO:
City of Citrus Heights
6237 Fountain Square Drive
Citrus Heights, CA 95621

EXEMPT FROM FEE PER GOVERNMENT CODE SECTIONS 6103 AMD 27383

APN: 204-0461-042-0000

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

SIGN IMPROVEMENT COVENANT

In consideration of the receipt of Three Thousand Four Hundred Ninety Dollars ($3,490), the receipt of which is hereby acknowledged, the undersigned KS Mattson Partners, L.P. ("Owner(s)"), hereby grants to the City of Citrus Heights ("City"), a municipal corporation, its successors and assigns, (collectively "City") a Sign Improvement Covenant ("Covenant") encumbering the eligible improvements to commercial properties ("Eligible Improvements"), as further described below, located on the real property commonly known as 8340 Auburn Boulevard, and specifically known by County Assessor's Number (APN) 204-0461-042-0000 ("Project Site"). The terms and conditions of said Covenant are as follows:

1. This Covenant shall terminate three (3) years after the effective date set forth below. No action of the Parties shall be required to terminate said Covenant.

2. City is hereby granted the right to ingress and egress over and across the Project Site insofar as such ingress and egress is necessary to exercise any right or remedy granted herein.

3. City and Owner hereby agree to be bound by the terms and conditions set forth in the Economic Development Support Fund – Part II, Sign Improvement Guidelines ("Guidelines") adopted on March 14, 2013, incorporated herein by this reference.

4. During the term of this Covenant, Owner(s) shall, at its own expense, preserve the Eligible Improvements, as depicted in the Final Drawings and specifications, in the same character, quality and condition as that which existed on the effective date of this Covenant. Such Eligible Improvements shall be maintained in good repair and in a neat and orderly condition. The Final Application, which constitutes the Eligible Improvements, is attached hereto and incorporated by reference as "Exhibit A".

5. The City shall have the right to terminate the Sign Improvement Covenant upon written notice to the Owner in the event the Owner fails to comply with any conditions of the Sign Improvement Covenant. Prior to the termination, the City shall provide written notice to the Owner specifying the reasons for termination, and shall give the Owner reasonable opportunity to comply with the guidelines of the Program and the Covenant. Following such notice, the City may terminate this Agreement and seek reimbursement for the default.

6. Failure or delay by either party to perform any term or provision of the Covenant constitutes a default under the Sign Improvement Covenant. The injured party shall give written notice of the default to the party in default, specifying the default complained of by the injured party. The party who has defaulted must commence to cure such default in thirty (30) days of receipt of notice of default, and shall complete such cure with reasonable diligence and during any period of curing shall not be in default.

7. If the Owner breaches or violates any provision of the (1) Covenant; or (2) applicable Program regulations, the City shall give written notice to the Owner stating the violation and requiring the Owner to cure the breach or violation within a period of not less than thirty (30) days from such notice. If the breach or violation is not cured to the satisfaction of the City within the specified period of time, the City, at its option, may declare a default under the relevant document and seek remedies for the default, including, but not limited to proceedings to compel specific performance by the Owner in default. Proceedings may include, but are not limited to,

reimbursement of the Sign Improvement Covenant amount from Owner equal to the sum of the following:

1. If the default occurs within year one of recording the Covenant, Owner will reimburse the City the full value of the Covenant approved;
2. If the default occurs within year two of recording the Covenant, Owner will reimburse the City two-thirds (2/3) of the value of the Covenant approved;
3. If the default occurs within year three of recording the Covenant, Owner will reimburse the City one-third (1/3) of the value of the approved.

As an alternate matter of recourse, the City shall have the right to perform all acts necessary to cure any default and to receive from Owner the City's costs in taking such action which includes the City's right to enforce or establish a lien or other encumbrance against the Project Site.

8. The Covenants set forth herein are made for the direct benefit of the Property, are covenants running with the land, as provided in Civil Code § 1460 *et seq.* and are binding on Owner(s) and all successors and assigns.

9. The laws of the State of California shall govern the interpretation and enforcement of this Covenant and venue shall be in Sacramento County.

10. The Effective Date of this Covenant shall be the date that signed by the City.

IN WITNESS WHEREOF, the parties have executed this Preservation Covenant.

CITY OF CITRUS HEIGHTS

Dated: June 23, 2015

By: _____
Henry Tingle, City Manager

OWNER

Dated: June 9, 2015

By: _____
Kenneth Mattson, Partner
KS Mattson Partners, L.P.

ATTACH NOTARY ACKNOWLEDGEMENT

EXHIBIT A
Final Application

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

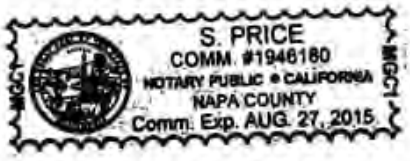
County of Solano

On June 9, 2015 before me, S. Price, Notary Public, personally appeared Kenneth Mattson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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



Attached to Sign Improvement Covenant dated June 9, 2015

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 Sacramento)

On June 23, 2015 before me, Amy Van, Notary Public
(insert name and title of the officer)

personally appeared Henry Tingle,
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.

AMY VAN
Commission # 1999038
Notary Public - California
Sacramento County
My Comm. Expires Dec 20, 2016

Signature Amy Van (Seal)

Exhibit A

UNIVERSAL APPLICATION FORM

CITY OF CITRUS HEIGHTS ▫ PLANNING DEPARTMENT
www.ci.citrus-heights.ca.us
6237 FOUNTAIN SQUARE DR. ▫ CITRUS HEIGHTS, CA 95621 ▫ (916) 727-4740

Proposed Project Name (Print or type) _____

Address of Project 8340-8350 Auburn Blvd, Citrus Heights CA 95821

Total Land Area _____ **Assessor's Parcel #'s** 204-0461-042-0000

Acreage, Gross Floor Area, No. of Living Units, (if applicable) _____

Project Description New Monument Signage

Application Entitlement Type(s): _____

APPLICATIONS MUST BE SUBMITTED IN PERSON - ORIGINAL INK SIGNATURES ARE REQUIRED

Owner's Authorization: (If the applicant is not the property owner of record), I authorize the Applicant to file this application and to represent me on all matters concerning the application.

PROPERTY OWNER (print or type)
KS Mattson Partners, LP
Name Kenneth Mattson **Signature** _____ **Date** 10/10/14
Company Name KS Mattson Partners LP **Day Phone** (707) 486-6874
Address P.O. Box 5490 **City** Vacaville **State** CA **Zip Code** 95696

APPLICANT (print or type)
Company Name KS Mattson Partners, LP **Day Phone** (707) 486-6874
Address P.O. Box 5490 **City** Vacaville **State** CA **Zip Code** 95696
Name Ken Mattson **Signature** _____ **Date** 10/10/14

DEVELOPER (print or type) N/A
Name _____ **Signature** _____ **Date** _____
Company Name _____ **Day Phone** _____
Address _____ **City** _____ **State** _____ **Zip Code** _____

Designated Primary Contact Person if Different than Applicant. (print or type)
Name Sherry Schroyer **Day Phone** (707) 592-7732
Address 1285 Pratt Ford Ave, B-112 **City** Dixon **State** CA **Zip Code** 95620
sschroyer@lefevermattson.com

City Use Only:
Approving Authority: Staff Current Zoning SPA
Date received: 1/13/15
Fees paid: $50 —
Receipt Number: _____
File Number(s) _____

Exhibit A

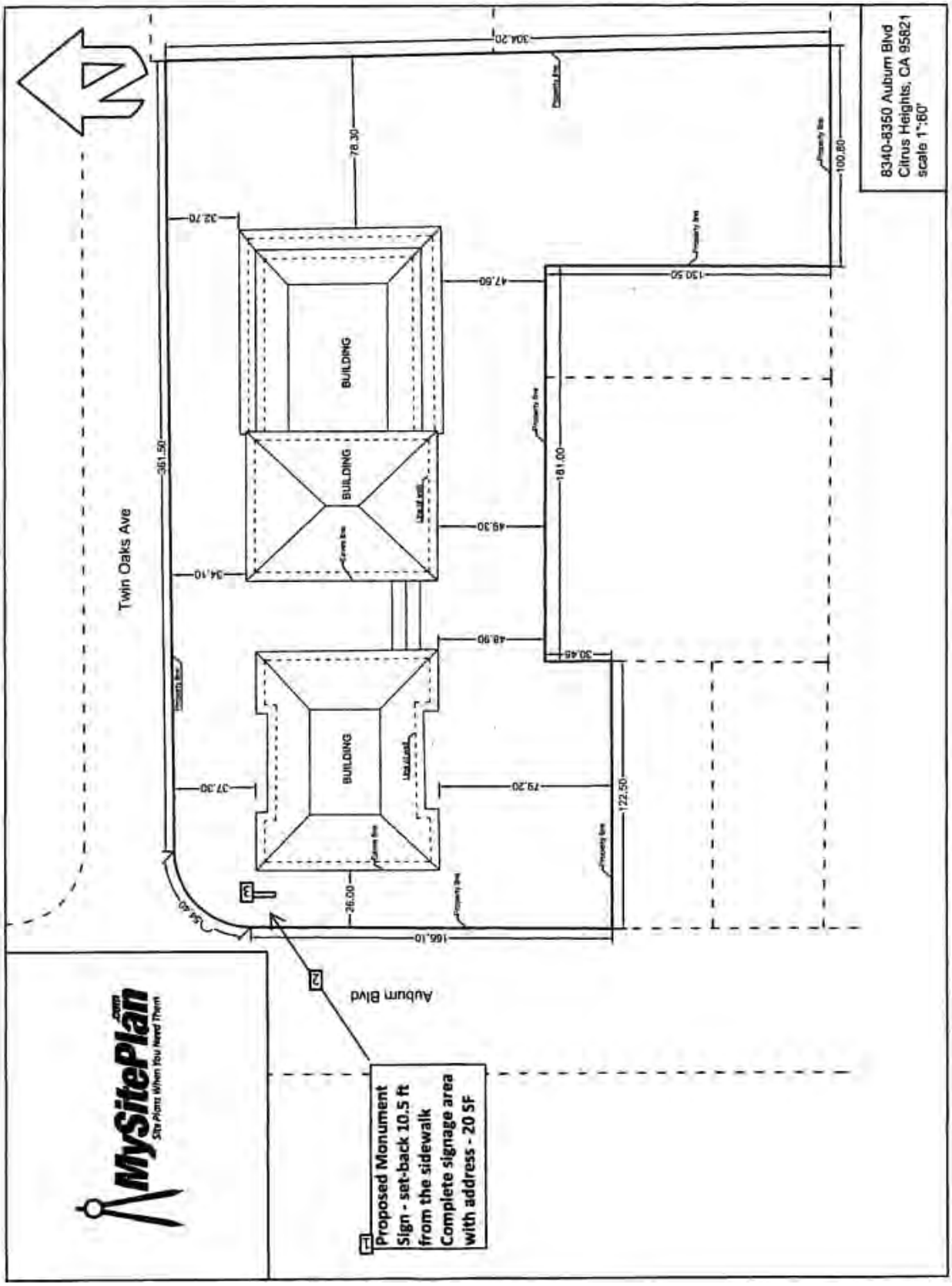
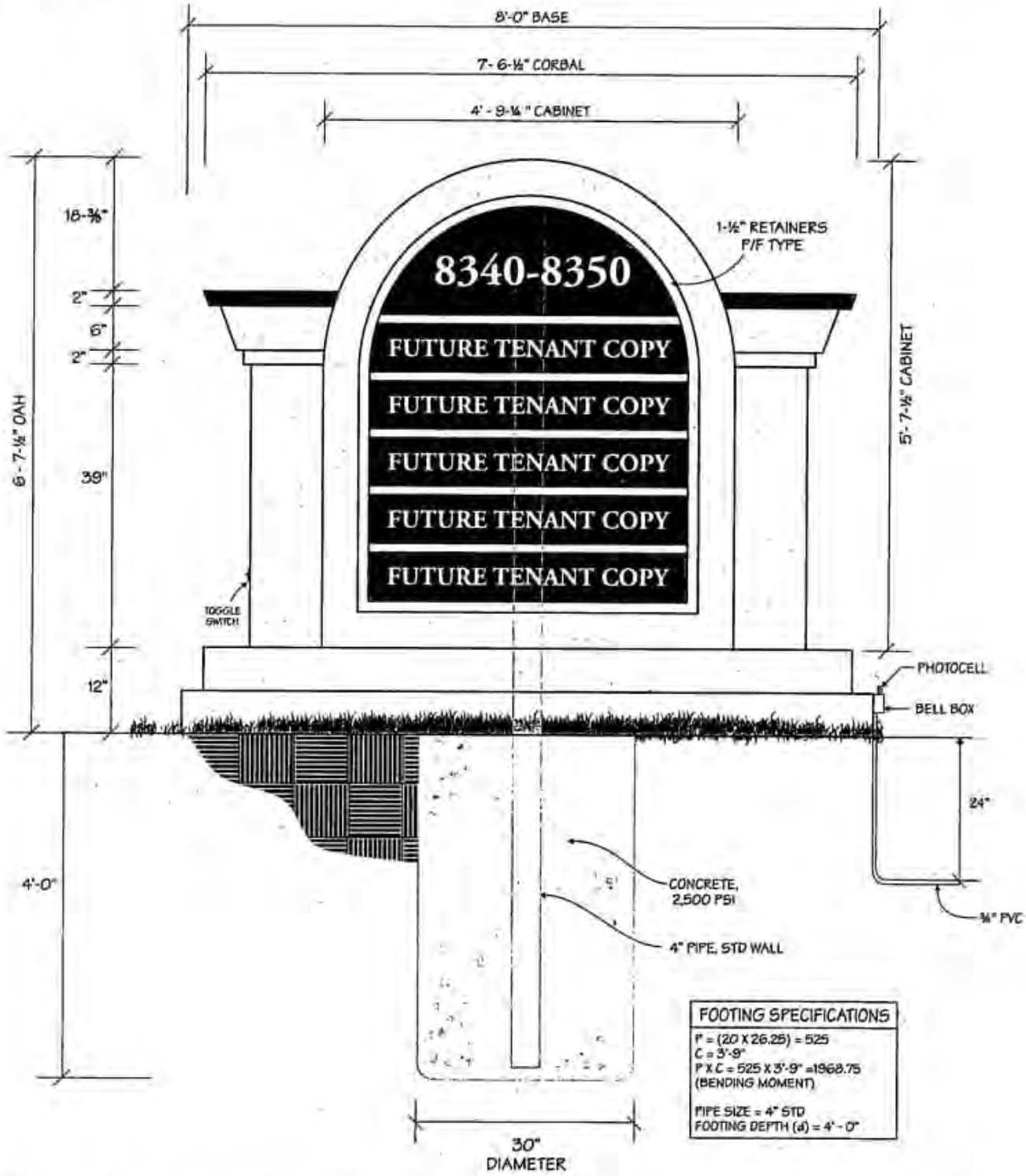

8340-8350 Auburn Blvd
Citrus Heights, CA 95821
scale 1":60'
Twin Oaks Ave
Auburn Blvd
BUILDING
BUILDING
BUILDING
304.20
78.30
100.60
32.70
47.60
130.50
361.50
181.00
49.30
34.10
48.90
30.48
37.30
79.20
122.50
26.00
166.10
MySitePlan
Site Plans When You Need Them
1 Proposed Monument Sign - set-back 10.5 ft from the sidewalk Complete signage area with address - 20 SF

Exhibit A

8340 - 8350



CAPITOL NEON
5920 ROSEBUD LANE, SACRAMENTO, CA • 95841 • PHONE 916-349-1800
FAX 916-349-0184 • EMAIL capitolneon@aol.com • facebook.com/capitolneon

SIGN TYPE • A

Sacramento County
Donna Allred, Clerk/Recorder

Doc # 201810011417

10/1/2018	3:38:32 PM	Fees	$0.00
JDH	Electronic	Taxes	$0.00
Titles 1		PCOR	$0.00
Pages 21		Paid	$0.00

RECORDING REQUESTED BY:

City of Citrus Heights

WHEN RECORDED RETURN TO:

City of Citrus Heights
6360 Fountain Square Drive
Citrus Heights, CA 95621

Attn: City Clerk

Exempt From Recording Fee per govt code. 6103

Space above this line for Recorder's Use

RT-11922 Goverment agency acquiring title

GRANT OF PUBLIC UTILITY EASEMENT
APN 204-0461-042
(Portion)

For valuable consideration, receipt of which is hereby acknowledged, **KS MATTSON PARTNERS, LP, a California limited partnership, As to an undivided 44.948% interest; JOSEPH A. GIACINTO JR. and REBECCA A. GIACINTO as Trustees of the Joseph A. Giacinto Jr. and Rebecca A. Giacinto Revocable Trust dated September 28, 2005, as to an undivided 4.847% interest; JAMES MATTSON and RACHEL MATTSON, as to an undivided 5.703% interest; PATRICK MCMULLEN, Trustee, of "The Patrick McMullen Living Trust UTD, dated 4/26/2004", as to an undivided 8.554% interest; JOHN A GIRARDI and MARSI A. GIRARDI, Trustees of the John A. Girardi and Marsi A. Girardi Revocable Living Trust dated May 1, 2002, their entire interest of 3.245% interest; BERT D. MONTOYA, Trustee of the Montoya 1991 Trust, as to an undivided 13.206% interest; HOWARD I. GOODWIN, Trustee of the Howard I. Goodwin Living Trust dated August 11, 2009, as to an undivided 4.79% interest; WILLIAM J. REESE, a married man, as his sole and separate property, as to an undivided 5.71% interest; RONALD W. DENNISON and DEBORAH A. DENNISON, Trustees of the Dennison Living Trust dated June 18, 2003, as to an undivided 8.997% interest** (GRANTOR), does hereby GRANT to the **CITY OF CITRUS HEIGHTS, a municipal corporation of the State of California** (GRANTEE), an EASEMENT for all necessary public utilities over that certain real property in the County of Sacramento, State of California, bounded and described as follows, to-wit:

SEE EXHIBIT "A" - LEGAL DESCRIPTION, AND EXHIBIT "B" - PLAT MAP ATTACHED HERETO AND MADE A PART HEREOF.

Date: May 21, 2018.

GRANTOR: **KS MATTSON PARTNERS, LP, a California limited partnership, as to an undivided 44.948% interest**

By: _____
Kenneth W. Mattson, Manager

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 Solano)

On May 21, 2018 before me, Doris M. DeRosier, Notary Public
(insert name and title of the officer)

personally appeared Kenneth W. Mattson,
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.

DORIS M. DEROSIER
COMM. # 2098805
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
COMM. EXPIRES MARCH 1, 2019

Signature Doris M. DeRosier (Seal)

GRANTOR: **JOSEPH A. GIACINTO JR. and REBECCA A. GIACINTO as Trustees of the Joseph A. Giacinto Jr. and Rebecca A. Giacinto Revocable Trust dated September 28, 2005, as to an undivided 4.847% interest**

By: _____
Joseph A. Giacinto Jr., Trustee

By: Rebecca A. Giacinto
Rebecca A. Giacinto, Trustee

GRANTOR: **JAMES MATTSON and RACHEL MATTSON, as to an undivided 5.703% interest**

By: _____
James Mattson

By: _____
Rachel Mattson

GRANTOR: **PATRICK MCMULLEN, Trustee, of "The Patrick McMullen Living Trust UTD, dated 4/26/2004", as to an undivided 8.554% interest**

By: _____
Patrick McMullen, Trustee

GRANTOR: **JOHN A. GIRARDI and MARSI A. GIRARDI, Trustees of the John A. Girardi and Marsi A. Girardi Revocable Living Trust dated May 1, 2002, their entire interest of 3.245% interest**

By: _____
John A. Girardi, Trustee

By: _____
Marsi A. Girardi, Trustee

GRANTOR: **BERT D. MONTOYA, Trustee of the Montoya 1991 Trust, as to an undivided 13.206% interest**

By: _____
Bert D. Montoya, Trustee

GRANTOR: **HOWARD I. GOODWIN, Trustee of the Howard I. Goodwin Living Trust dated August 11, 2009, as to an undivided 4.79% interest**

By: _____
Howard I. Goodwin, Trustee

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 Santa Clara)

On 05/24/2018 before me, Joseph F Lawrence, Notary Public.
(insert name and title of the officer)

personally appeared Joseph A Giacinto Jr and Rebecca A Giacinto
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.

JOSEPH F. LAWRENCE
COMM. #2116042
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Commission Expires 09/24/2019

Signature _____ (Seal)

GRANTOR: **JOSEPH A. GIACINTO JR. and REBECCA A. GIACINTO as Trustees of the Joseph A. Giacinto Jr. and Rebecca A. Giacinto Revocable Trust dated September 28, 2005, as to an undivided 4.847% interest**

By: _____
Joseph A. Giacinto Jr., Trustee

By: _____
Rebecca A. Giacinto, Trustee

GRANTOR: **JAMES MATTSON and RACHEL MATTSON, as to an undivided 5.703% interest**

By: _____
James Mattson

By: _____
Rachel Mattson

GRANTOR: **PATRICK MCMULLEN, Trustee, of "The Patrick McMullen Living Trust UTD, dated 4/26/2004", as to an undivided 8.554% interest**

By: _____
Patrick McMullen, Trustee

GRANTOR: **JOHN A. GIRARDI and MARSI A. GIRARDI, Trustees of the John A. Girardi and Marsi A. Girardi Revocable Living Trust dated May 1, 2002, their entire interest of 3.245% interest**

By: _____
John A. Girardi, Trustee

By: _____
Marsi A. Girardi, Trustee

GRANTOR: **BERT D. MONTOYA, Trustee of the Montoya 1991 Trust, as to an undivided 13.206% interest**

By: _____
Bert D. Montoya, Trustee

GRANTOR: **HOWARD I. GOODWIN, Trustee of the Howard I. Goodwin Living Trust dated August 11, 2009, as to an undivided 4.79% interest**

By: _____
Howard I. Goodwin, Trustee

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~~ Wyoming
County of Converse)

On May 25, 2018 before me, Kathlene Wilkinson, Notary Public
(insert name and title of the officer)

personally appeared James Mattson, Rachel Mattson,
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 Kathlene Wilkinson (Seal)

KATHLENE WILKINSON NOTARY PUBLIC
COUNTY OF CONVERSE STATE OF WYOMING
MY COMMISSION EXPIRES JUNE 30, 2018

GRANTOR: **JOSEPH A. GIACINTO JR. and REBECCA A. GIACINTO as Trustees of the Joseph A. Giacinto Jr. and Rebecca A. Giacinto Revocable Trust dated September 28, 2005, as to an undivided 4.847% interest**

By: _____
Joseph A. Giacinto Jr., Trustee

By: _____
Rebecca A. Giacinto, Trustee

GRANTOR: **JAMES MATTSON and RACHEL MATTSON, as to an undivided 5.703% interest**

By: _____
James Mattson

By: _____
Rachel Mattson

GRANTOR: **PATRICK MCMULLEN, Trustee, of "The Patrick McMullen Living Trust UTD, dated 4/26/2004", as to an undivided 8.554% interest**

By: _____
Patrick McMullen, Trustee

SEE ATTACHED
Acknowledgement
or Jurat

MAY 2 2 2018

GRANTOR: **JOHN A. GIRARDI and MARSI A. GIRARDI, Trustees of the John A. Girardi and Marsi A. Girardi Revocable Living Trust dated May 1, 2002, their entire interest of 3.245% interest**

By: _____
John A. Girardi, Trustee

By: _____
Marsi A. Girardi, Trustee

GRANTOR: **BERT D. MONTOYA, Trustee of the Montoya 1991 Trust, as to an undivided 13.206% interest**

By: _____
Bert D. Montoya, Trustee

GRANTOR: **HOWARD I. GOODWIN, Trustee of the Howard I. Goodwin Living Trust dated August 11, 2009, as to an undivided 4.79% interest**

By: _____
Howard I. Goodwin, Trustee

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 Alameda)

On MAY 2 2 2018 before me, Mallori Guidry, Notary Public
(insert name and title of the officer)

personally appeared Patrick McMullen,
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.

MALLORI GUIDRY
COMM. # 2242964
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
MY COMM. EXP. MAY 18, 2022

Signature Mallori Guidry (Seal)

GRANTOR: **JOSEPH A. GIACINTO JR. and REBECCA A. GIACINTO as Trustees of the Joseph A. Giacinto Jr. and Rebecca A. Giacinto Revocable Trust dated September 28, 2005, as to an undivided 4.847% interest**

By: _____
Joseph A. Giacinto Jr., Trustee

By: _____
Rebecca A. Giacinto, Trustee

GRANTOR: **JAMES MATTSON and RACHEL MATTSON, as to an undivided 5.703% interest**

By: _____
James Mattson

By: _____
Rachel Mattson

GRANTOR: **PATRICK MCMULLEN, Trustee, of "The Patrick McMullen Living Trust UTD, dated 4/26/2004", as to an undivided 8.554% interest**

By: _____
Patrick McMullen, Trustee

GRANTOR: **JOHN A. GIRARDI and MARSI A. GIRARDI, Trustees of the John A. Girardi and Marsi A. Girardi Revocable Living Trust dated May 1, 2002, their entire interest of 3.245% interest**

By: _____
John A. Girardi, Trustee

By: Marsi A. Girardi, Trustee
Marsi A. Girardi, Trustee

GRANTOR: **BERT D. MONTOYA, Trustee of the Montoya 1991 Trust, as to an undivided 13.206% interest**

By: _____
Bert D. Montoya, Trustee

GRANTOR: **HOWARD I. GOODWIN, Trustee of the Howard I. Goodwin Living Trust dated August 11, 2009, as to an undivided 4.79% interest**

By: _____
Howard I. Goodwin, Trustee

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 El Dorado)

On May 21st 2018 before me, Ranya T. Haddad, Notary Public
(insert name and title of the officer),

personally appeared John Anthony Girardi and Marsi Ann Girardi,
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.

RANYA T. HADDAD
Notary Public - California
El Dorado County
Commission # 2213164
My Comm. Expires Sep 8, 2021

Signature _____ (Seal)

GRANTOR: **JOSEPH A. GIACINTO JR. and REBECCA A. GIACINTO as Trustees of the Joseph A. Giacinto Jr. and Rebecca A. Giacinto Revocable Trust dated September 28, 2005, as to an undivided 4.847% interest**

By: _____
Joseph A. Giacinto Jr., Trustee

By: _____
Rebecca A. Giacinto, Trustee

GRANTOR: **JAMES MATTSON and RACHEL MATTSON, as to an undivided 5.703% interest**

By: _____
James Mattson

By: _____
Rachel Mattson

GRANTOR: **PATRICK MCMULLEN, Trustee, of "The Patrick McMullen Living Trust UTD, dated 4/26/2004", as to an undivided 8.554% interest**

By: _____
Patrick McMullen, Trustee

GRANTOR: **JOHN A. GIRARDI and MARSI A. GIRARDI, Trustees of the John A. Girardi and Marsi A. Girardi Revocable Living Trust dated May 1, 2002, their entire interest of 3.245% interest**

By: _____
John A. Girardi, Trustee

By: _____
Marsi A. Girardi, Trustee

GRANTOR: **BERT D. MONTOYA, Trustee of the Montoya 1991 Trust, as to an undivided 13.206% interest**

By: Bert D. Montoya
Bert D. Montoya, Trustee

GRANTOR: **HOWARD I. GOODWIN, Trustee of the Howard I. Goodwin Living Trust dated August 11, 2009, as to an undivided 4.79% interest**

By: _____
Howard I. Goodwin, Trustee

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 Alameda)

On May 19, 2018 before me, Sara Rhodes, Notary Public
(insert name and title of the officer)

personally appeared Bert D. Montoya,
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.

SARA RHODES
COMM. # 2172692
NOTARY PUBLIC • CALIFORNIA
ALAMEDA COUNTY
Commission Expires NOV 22, 2020

Signature Sara Rhodes (Seal)

GRANTOR: **JOSEPH A. GIACINTO JR. and REBECCA A. GIACINTO as Trustees of the Joseph A. Giacinto Jr. and Rebecca A. Giacinto Revocable Trust dated September 28, 2005, as to an undivided 4.847% interest**

By: _____
Joseph A. Giacinto Jr., Trustee

By: _____
Rebecca A. Giacinto, Trustee

GRANTOR: **JAMES MATTSON and RACHEL MATTSON, as to an undivided 5.703% interest**

By: _____
James Mattson

By: _____
Rachel Mattson

GRANTOR: **PATRICK MCMULLEN, Trustee, of "The Patrick McMullen Living Trust UTD, dated 4/26/2004", as to an undivided 8.554% interest**

By: _____
Patrick McMullen, Trustee

GRANTOR: **JOHN A. GIRARDI and MARSI A. GIRARDI, Trustees of the John A. Girardi and Marsi A. Girardi Revocable Living Trust dated May 1, 2002, their entire interest of 3.245% interest**

By: _____
John A. Girardi, Trustee

By: _____
Marsi A. Girardi, Trustee

GRANTOR: **BERT D. MONTOYA, Trustee of the Montoya 1991 Trust, as to an undivided 13.206% interest**

By: _____
Bert D. Montoya, Trustee

GRANTOR: **HOWARD I. GOODWIN, Trustee of the Howard I. Goodwin Living Trust dated August 11, 2009, as to an undivided 4.79% interest**

By: Howard I Goodwin Trustee
Howard I. Goodwin, Trustee

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 Solano)

On May 21 2018 before me, Akayea Kocher, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

CSP1 AKAYEA KOCHER
COMM. #2202680
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
My Commission Expires 06/25/2021 CSP1

GRANTOR: **WILLIAM J. REESE, a married man, as his sole and separate property, as to an undivided 5.71% interest**

By: _____
William J. Reese

GRANTOR: **RONALD W. DENNISON and DEBORAH A. DENNISON, Trustees of the Dennison Living Trust dated June 18, 2003, as to an undivided 8.997% interest**

By: _____
Ronald W. Dennison, Trustee

By: _____
Deborah A. Dennison, Trustee

CALIFORNIA ALL-PURPOSE 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 Solano)

On June 1st 2018 before me, Rene A. Bojorquez notary public
Date *Here Insert Name and Title of the Officer*

personally appeared William Jackson Kessa
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.

RENE A. BOJORQUEZ
Notary Public - California
Solano County
Commission # 2161892
My Comm. Expires Aug 29, 2020

Signature Rene A. Bojorquez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:

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GRANTOR: **WILLIAM J. REESE, a married man, as his sole and separate property, as to an undivided 5.71% interest**

By: _____
William J. Reese

GRANTOR: **RONALD W. DENNISON and DEBORAH A. DENNISON, Trustees of the Dennison Living Trust dated June 18, 2003, as to an undivided 8.997% interest**

By: Ronald W. Dennison
Ronald W. Dennison, Trustee

By: Deborah A. Dennison
Deborah A. Dennison, Trustee

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 Santa Clara)

On May 21, 2018 before me, Rutvik K. Patel (Notary Public)
(insert name and title of the officer)

personally appeared Ronald W. Dennison & Deborah A. Dennison
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.

RUTVIK K. PATEL
COMM. #2199979
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Comm. Exp. June 3, 2021

Signature R. K. Patel (Seal)

Exhibit "A"
Legal Description

APN 204-0461-042

All that real property situate in the State of California, County of Sacramento, City of Citrus Heights, more particularly described as follows:

Being a portion of Parcel A as delineated on that particular Parcel Map filed in Book 77 at Page 5 in the Sacramento County Recorder's Office.

PARCEL 1
Beginning at a point and designated as POB1 on the attached exhibit, from which the southwest corner of said Parcel bears S 00°54'00"E, 1.37 feet; thence S 88°57'35"W, 43.91 feet; thence from the point of beginning N 00°54'00"W, 5.20 feet; thence N 20°51'28"E, 4.09 feet to a point to be referred to as Point "A"; thence N 88°57'35"E, 8.75 feet; thence S 01°02'25"E, 9.00 feet; thence S 88°57'35"W, 10.29 feet to the point of beginning containing 90 square feet more or less.

PARCEL 2
Beginning at a point and designated as POB2 on the attached exhibit, from which the above mentioned Point "A" bears S 00°54'00"E, 91.42 feet; thence S 00°49'09"E, 41.15 feet; thence S 20°51'28"W, 11.94 feet; thence from the point of beginning N 00°54'00"W, 13.19 feet; thence along a curve to the right and having a radius of 18.50 feet and a chord bearing and distance of N 03°43'06"E, 2.99 feet; thence N 89°06'00"E, 7.93 feet; thence S 00°54'00"E, 16.17 feet; thence S 89°06'00"W, 8.17 feet to the point of beginning containing 132 square feet more or less.

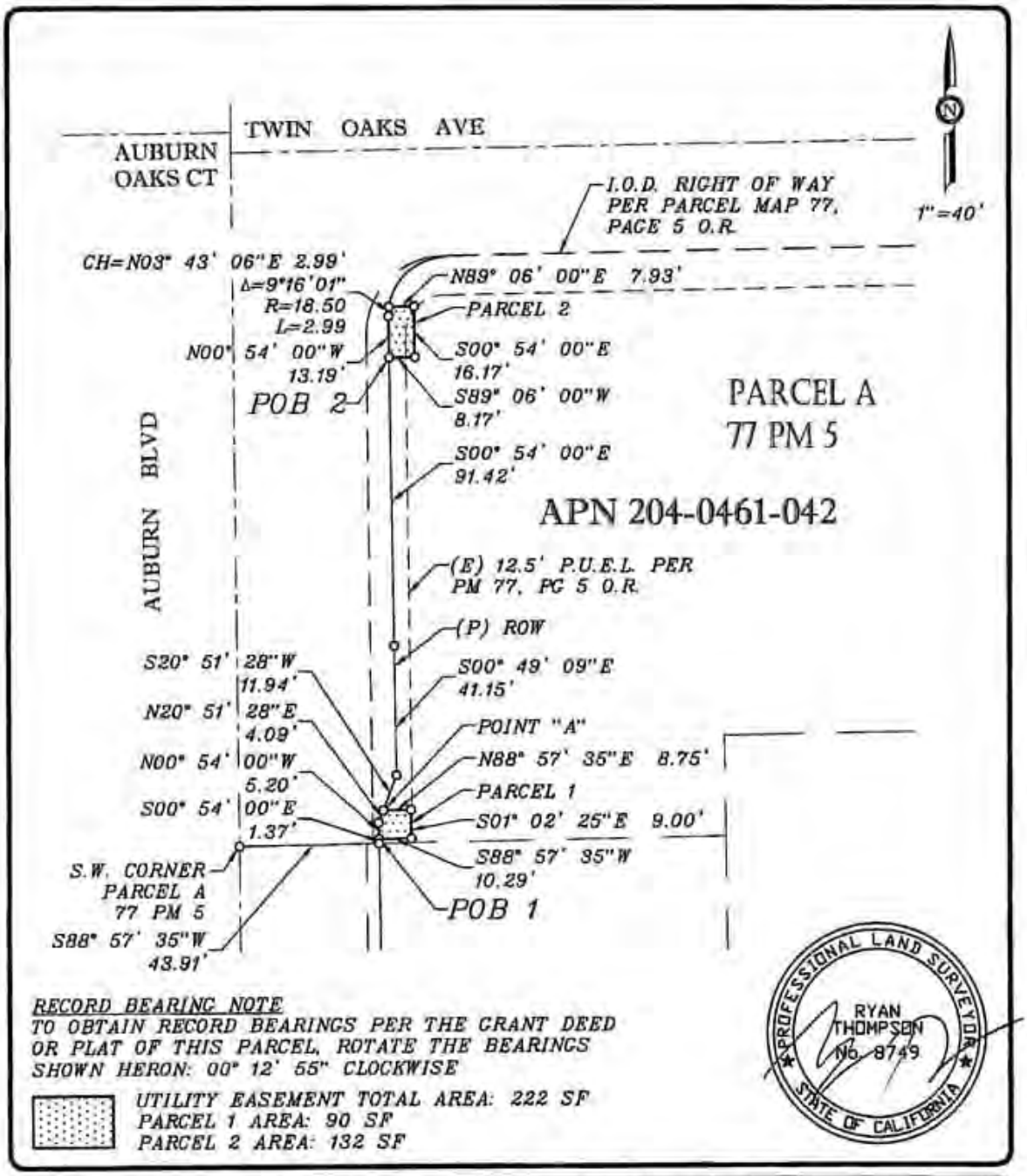
The Basis of Bearings for this description is California Coordinate Zone 2. To obtain bearings of said record map rotate clockwise 00°12'55"

2-10-17

Ryan Thompson



Exhibit "B"
Plat Map



PROJECT NO. 5450.001	AUBURN BOULEVARD COMPLETED STREETS PH2	UNICO ENGINEERING
SHEET 1 OF 1	UTILITY EASEMENT	110 BLUE RAVINE RD SUITE 101 | FOLSOM, CA 95630
	CITY OF CITRUS HEIGHTS CALIFORNIA	PHONE: 800.277.8623 | unicoengineering.com

CERTIFCATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of a **Public Utility Easement** dated May 21, 2018, from **KS MATTSON PARTNERS, LP, a California limited partnership, As to an undivided 44.948% interest; JOSEPH A. GIACINTO JR. and REBECCA A. GIACINTO as Trustees of the Joseph A. Giacinto Jr. and Rebecca A. Giacinto Revocable Trust dated September 28, 2005, as to an undivided 4.847% interest; JAMES MATTSON and RACHEL MATTSON, as to an undivided 5.703% interest; PATRICK MCMULLEN, Trustee of "The Patrick McMullen Living Trust UTD, dated 4/26/2004", as to an undivided 8.554% interest; JOHN A. GIRARDI and MARSI A GIRARDI, Trustees of the John A. Girardi and Marsi A. Girardi Revocable Living Trust dated May 1, 2002, their entire interest of 3.245% interest; BERT D. MONTOYA, Trustee of the Montoya 1991 Trust, as to an undivided 13.206% interest; HOWARD I GOODWIN, Trustee of the Howard I. Goodwin Living Trust dated August 11. 2009, as to an undivided 4.79% interest; WILLIAM J. REESE, a married man, as his sole and separate property, as to an undivided 5.71% interest; RONALD W. DENNISON and DEBORAH A. DENNISON, Trustees of the Dennison Living Trust dated June 18, 2003, as to an undivided 8.997% interest,** to the CITY OF CITRUS HEIGHTS, a Municipal Corporation of the State of California, is hereby accepted on behalf of the City by its City Engineer pursuant to authority conferred by **Resolution No. 2001-35**, adopted by the City on May 9, 2001, and that the City consents to recordation of the **Grant of Public Utility Easement** by its duly authorized officer.

Stuart Hodgkins — City Engineer

6/26/18 — Date

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 SACRAMENTO

On June 26, 2018, before me Regina M. Cave, NOTARY PUBLIC, personally appeared Stuart Hodgkins, 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.

Regina M. Cave — Signature of Notary Public

(Notary Seal)

REGINA M. CAVE
Commission # 2105212
Notary Public - California
Sacramento County
My Comm. Expires Apr 26, 2019

RECORDING REQUESTED BY:
Stewart Title of California, Inc.

WHEN RECORDED MAIL TO:
AND SEND TAX STATEMENTS TO:

Nancy L. Schibler
22225 North 4th Street
Castro Valley, Ca 94546
ORDER NO. 2004340
APN: 204-0461-042-0000

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	**202306120328**	Fees	$104.00
6/12/2023	10:54:28 AM	Taxes	$0.00
DT	Electronic	PCOR	$0.00
Titles	1	Paid	$104.00
Pages	4		

SPACE ABOVE THIS LINE FOR RECORDERS USE

AFFIDAVIT - DEATH OF TRUSTEE

State of California }
County of Sacramento } ss.

Nancy Lynn Schibler of legal age, being first duly sworn, deposes and says:

That Bert D. Montoya, the decedent mentioned in the attached certified copy of Certificate of Death, is the same person as named as the Trustee in that certain Grant Deed dated September 21, 2017, executed by K S Mattson Partners, LP, a California Limited Partnership to Bert D. Montoya, Trustee of the Montoya 1991 Trust, recorded on 12/15/2017], in Book n/a, Page n/a as Instrument No. 201712150459 of the Official Records of Sacramento County, CA, covering the following described property situated in the State of CA, County of SacramentoCitrus Heights and described as follows:

See Exhibit "A" attached hereto and made a part hereof.

In Accordance with Section/Paragraph * of the Trust Agreement, Nancy Lynn Schibler

a) has been appointed the trustee
b) becomes the sole trustee

Date: June 7, 2023

Nancy Lynn Schibler
Nancy Lynn Schibler

MAIL TAX STATEMENTS AS DIRECTED ABOVE

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 Alameda

Subscribed and sworn to (or affirmed) before me on this 2 day of June, 2023 by Nancy Lynn Schibler, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature S. Adis (Seal)

S. ADIS
COMM. #2338889
NOTARY PUBLIC • CALIFORNIA
ALAMEDA COUNTY
Commission Expires DEC 02, 2024

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel A of that certain Parcel Map entitled, 'Being a portion of Lot 4 of Twin Oaks filed at 16 BM 43", filed in the Office of the County Recorder of Sacramento on September 2, 1983, in Book 77 of Parcel Maps, at Page 5.

Excepting therefrom, all that portion granted to the City of Citrus Heights, a municipal corporation of the State of California in Grant Deed recorded October 1, 2018 as Doc # 201810011416, of Official Records, more particularly described as follows:

Being a portion of Parcel A as delineated on that particular Parcel Map filed in Book 77 at Page 5 in the Sacramento County Recorder's Office.

Beginning at a point from which the Southwest corner of said Parcel A bears S 88°57'35" W 42.00 feet; thence from the point of beginning N 00°36'45" W, 161.25 feet; thence along a curve to the right and having a radius of 25.00 feet and a chord bearing and distance of N 44°08'04" E, 35.20 feet; thence N 88°52'52" E, 0.65 feet; thence S 01°02'28" E, 0.41 feet; thence along a curve to the left and having a radius of 18.50 feet and a chord bearing and distance of S 44°01'46" W, 26.13 feet; thence S 00°54'00",104.60 feet thence S 00°49'09" E, 41.15 feet; thence S 20°51'28" W, 16.03 feet; thence S 00°54'00" E, 6.57 feet; thence S 88°57'35" W,1.91 feet to the point of beginning.

STATE OF CALIFORNIA
CERTIFICATION OF VITAL RECORD

ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY
PUBLIC HEALTH DEPARTMENT

3052021278783 (STATE FILE NUMBER) — **CERTIFICATE OF DEATH** — 3202101009118 (LOCAL REGISTRATION NUMBER)

DECEDENT'S PERSONAL DATA

1. NAME OF DECEDENT–FIRST: BERT	2. MIDDLE: D	3. LAST (Family): MONTOYA					
AKA (ALSO KNOWN AS): BERT DAVID MONTOYA			4. DATE OF BIRTH: 11/29/1936	5. AGE: 84			6. SEX: M
8. BIRTH STATE/FOREIGN COUNTRY: NM	9. SOCIAL SECURITY NUMBER: [redacted]6271	11. EVER IN U.S. ARMED FORCES? YES [X] NO UNK	12. MARITAL STATUS: WIDOWED	7. DATE OF DEATH: 11/01/2021		8. HOUR: 0738	
13. EDUCATION: ASSOCIATE	14. WAS DECEDENT HISPANIC/LATINO/SPANISH? YES: HISPANIC [X] NO		15. DECEDENT'S RACE: WHITE, HISPANIC				
17. USUAL OCCUPATION: PRESSMAN	18. KIND OF BUSINESS OR INDUSTRY: PRINTING			19. YEARS IN OCCUPATION: 45			

USUAL RESIDENCE

20. DECEDENT'S RESIDENCE: 15756 VIA NUEVA				
21. CITY: SAN LORENZO	22. COUNTY/PROVINCE: ALAMEDA	23. ZIP CODE: 94580	24. YEARS IN COUNTY: 50	25. STATE/FOREIGN COUNTRY: CA

INFORMANT

26. INFORMANT'S NAME, RELATIONSHIP: PRISCILLA VAUGHAN, DAUGHTER	27. INFORMANT'S MAILING ADDRESS: 1716 VIA VENTANA, SAN LORENZO, CA 94580

SPOUSE/DOMESTIC PARTNER AND PARENT INFORMATION

28. NAME OF SURVIVING SPOUSE/DOMESTIC PARTNER–FIRST: -	29. MIDDLE: -	30. LAST BIRTH NAME: -	
31. NAME OF FATHER/PARENT–FIRST: JOSE	32. MIDDLE: MARIA	33. LAST: MONTOYA	34. BIRTH STATE: NM
35. NAME OF MOTHER/PARENT–FIRST: MARIA	36. MIDDLE: -	37. LAST BIRTH NAME: CHAVEZ	38. BIRTH STATE: NM

FUNERAL DIRECTOR/LOCAL REGISTRAR

39. DISPOSITION DATE: 11/20/2021	40. PLACE OF FINAL DISPOSITION: CHAPEL OF THE CHIMES MEMORIAL PARK, 32992 MISSION BLVD, HAYWARD, CA 94544		
41. TYPE OF DISPOSITION: BURIAL	42. SIGNATURE OF EMBALMER: JAIME ESPITIA		43. LICENSE NUMBER: EMB9009
44. NAME OF FUNERAL ESTABLISHMENT: CHAPEL OF THE CHIMES	45. LICENSE NUMBER: FD1240	46. SIGNATURE OF LOCAL REGISTRAR: NICHOLAS J. MOSS, MD, MPH	47. DATE: 11/12/2021

PLACE OF DEATH

101. PLACE OF DEATH: OAKCREEK ASSISTED LIVING	102. IF HOSPITAL, SPECIFY ONE: IP ER DOA	103. IF OTHER THAN HOSPITAL, SPECIFY ONE: Hospice Nursing Home/LTC Residence [X] Other	
104. COUNTY: ALAMEDA	105. FACILITY ADDRESS OR LOCATION IF NOT KNOWN: 6127 E. CASTRO VALLEY BLVD	106. CITY: CASTRO VALLEY	

CAUSE OF DEATH

107. CAUSE OF DEATH (Enter only one cause per line. DO NOT ENTER TERMINAL EVENTS such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE.)

IMMEDIATE CAUSE (Final disease or condition resulting in death): a. END STAGE RENAL DISEASE		MONS	108. DEATH REPORTED TO CORONER: YES [X] NO
Sequentially list conditions, if any, leading to the cause on line a. Enter UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST: b. HYPERTENSIVE KIDNEY DISEASE		YRS	109. AUTOPSY PERFORMED? YES [X] NO
c. HYPERTENSION		YRS	110. AUTOPSY REVIEWED? YES [X] NO
d.			111. USED IN DETERMINING CAUSE? YES NO

112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107: NONE

113. WAS OPERATION PERFORMED FOR ANY CONDITIONS IN ITEM 107 OR 112? NO — 113A. IF FEMALE, PREGNANT IN LAST YEAR? YES [X] NO UNK

PHYSICIAN'S CERTIFICATION

114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED	115. SIGNATURE AND TITLE OF CERTIFIER: GARY STEWART LEE, MD	116. LICENSE NUMBER: G61379	117. DATE: 11/10/2021	
(a) Deceased Attended Since: 09/17/2021	(b) Decedent Last Seen Alive: 11/01/2021	118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE: GARY STEWART LEE, MD, 42808 CHRISTY STREET, FREMONT, CA 94538		

CORONER'S USE ONLY

119. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED. MANNER OF DEATH: Natural Accident Homicide Suicide Pending Investigation Could not be determined — 120. INJURED AT WORK? YES NO UNK — 121. INJURY DATE — 122. HOUR

123. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)

124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)

125. LOCATION OF INJURY (Street and number or location, and City, and zip)

126. SIGNATURE OF CORONER / DEPUTY CORONER — 127. DATE — 128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER

STATE REGISTRAR	A	B	C	D	E	FAX AUTH.#	CENSUS TRACT

1 of 1

CAALAMEDO01

CERTIFIED COPY OF VITAL RECORDS
STATE OF CALIFORNIA, COUNTY OF ALAMEDA

This is a true and exact reproduction of the document officially registered and filed with the Alameda County Health Care Services Agency.

DATE ISSUED: NOV 16 2021

001400381

HEALTH OFFICER AND LOCAL REGISTRAR
ALAMEDA COUNTY, CALIFORNIA

This copy not valid unless prepared on engraved border displaying date and signature of Registrar.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

Sacramento County
Donna Allred, Clerk/Recorder

Doc # 202306290804

6/29/2023	4:08:26 PM	Fees	$237.00
JLP	Electronic	Taxes	$0.00
Titles 3		PCOR	$0.00
Pages 10		Paid	$237.00

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

Socotra Capital, Inc.
2208 29th Street, Suite 100
Sacramento, CA 95817

Property: 8350 Auburn Blvd, Suite 120
Citrus Heights, CA 95610

[SPACE ABOVE FOR RECORDER'S USE ONLY]

SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT

NOTICE: THIS SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT ("Agreement") is entered into as of May 24, 2023 by and between the following parties:

- **KS Mattson Partners, LP, a California Limited Partnership** ("Borrower" and "Landlord");
- **WE Alliance Secured Income Fund, LLC** ("Lender"); and
- **Stacy Cronican Insurance Agency, Inc.** ("Tenant").

Recitals

A. Borrower owns certain real property in the County of Sacramento, State of California, located at or about 8350 Auburn Blvd, Suite 120, Citrus Heights, CA 95610, Assessor's Parcel No. 204-0461-042-0000 (the "Property"). The term "Property" in this Agreement shall include that real property, together with all improvements ("Improvements") located or constructed on it.

B. Lender has made or agreed to make a loan to Borrower (the "Loan"), as provided in a loan agreement (the "Loan Agreement"). The Loan is or will be evidenced by a **"Promissory Note Secured by Deed of Trust"** (the "Note") that is or will be secured by a **"Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement; Request for Notice"** encumbering the Property (the "Deed of Trust"), with an assignment of rents. The Loan Agreement, the Note, the Deed of Trust, this Agreement, and all other documents and instruments identified in the Loan Agreement as "Loan Documents" shall be collectively referred to in this Agreement as the "Loan Documents."

C. Tenant and Borrower or Borrower's predecessor-in-interest entered into a lease dated **May 1, 2021** (referred to herein as the "Lease"), under which Borrower and/or Borrower's predecessors-in-interest leased to Tenant a portion of the Improvements located within the Property, and more particularly described in the Lease (the "Premises").

NO UNRECORDED LEASES LESS THAN 35 YEARS

Case: 24-10715 Doc# 192-17 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 523 of 631

D. It is a requirement of the Loan that Tenant agree, among other things, to subordinate Tenant's rights under the Lease to the lien of the Loan Documents and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a nondisturbance provision, all as set forth more fully below.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Subordination. The Loan Documents and all supplements, amendments, modifications, renewals, replacements, and extensions of and to them shall unconditionally be and remain at all times a lien on the Property prior and superior to the Lease, to the leasehold estate created by it, and to all rights and privileges of Tenant under it. That Lease and Leasehold estate, together with all rights and privileges of Tenant under that Lease, are hereby unconditionally made subordinate to the lien of the Loan Documents in favor of Lender. Tenant consents to Borrower and Lender entering into the Deed of Trust and the other Loan Documents. Tenant further declares, agrees, and acknowledges that Lender, in making disbursements under the Loan Documents, has no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom they are disbursed by Lender, and any application or use of such proceeds for purposes other than those provided for in the Loan Documents shall not defeat the subordination made in this Agreement, in whole or in part. Borrower/Landlord hereby exercises its option that the Lease and any and all liens or charges created by the Lease are and shall be subordinate to and junior to the lien or charge created by the Deed of Trust securing the Loan.

2. Definitions of "Transfer of the Property" and "Purchaser". As used herein, the term "Transfer of the Property" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale, or other action or proceeding for the enforcement of the Deed of Trust, or by deed in lieu of foreclosure. The term "Purchaser," as used herein, means any transferee, including Lender, of the interest of Borrower as a result of any such Transfer of the Property, and also includes any and all successors and assigns, including Lender, of such transferee.

3. Nondisturbance. The enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the Premises unless at the time of foreclosure Tenant is in default under the Lease or this Agreement and Lender notifies Tenant in writing at or prior to the time of the foreclosure sale that the Lease will be terminated by foreclosure because of such default.

4. Attornment. Subject to Section 3 above, if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Lender if it should become the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants, and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it that may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease.

5. Tenant's Waiver of Option Rights, etc. Notwithstanding Section 3 above, Tenant specifically waives any right, whether arising out of the Lease or otherwise, to exercise any option to:

(a) Purchase the Premises or the Property, or any interest or portion in or of either of them; or

(b) Expand into other space in the Improvements.

6. Notices of Default; Material Notices; Lender's Rights to Cure Default. Tenant shall send a copy of any notice of default or similar statement with respect to the Lease to Lender at the same time such notice or statement is sent to Borrower.

In the event of any act or omission by Borrower that would give Tenant the right to terminate the Lease or to claim a partial or total eviction, Tenant shall not exercise any such right or make any such claim until it has given Lender written notice of such act or omission and has given Lender either 30 days to cure the default if the default is monetary, or a reasonable time for Lender to cure the default if the default is nonmonetary. Nothing in this Agreement, however, shall be construed as a promise or undertaking by Lender to cure any default of Borrower.

7. Limitation on Lender's Performance. Nothing in this Agreement shall be deemed or construed to be an agreement by Lender to perform any covenant of Borrower as landlord under the Lease. Tenant agrees that if Lender becomes Purchaser, then upon subsequent Transfer of the Property by Lender to a new owner, Lender shall have no further liability under the Lease.

8. Limitation on Liability. No Purchaser who acquires title to the Property shall have any obligation or liability beyond its interest in the Property.

9. Tenant's Covenants. Tenant agrees that during the term of the Lease, without Lender's prior written consent, Tenant shall not:

(a) Pay any rent or additional rent more than one month in advance to any landlord, including Borrower;

(b) Cancel, terminate, or surrender the Lease, except at the normal expiration of the Lease term or as provided in Section 6 above;

(c) Enter into any amendment, modification, or other agreement relating to the Lease; or

(d) Assign or sublet any portion of the Lease or the Premises, except as expressly permitted in the Lease.

10. Lender Not Obligated. Lender, if it becomes Purchaser or if it takes possession under the Deed of Trust, and any other Purchaser shall not be (a) liable for any damages or other relief attributable to any act or omission of any prior landlord under the Lease, including Borrower; (b) subject to any offset or defense not specifically provided for in the Lease that Tenant may have against any prior landlord under the Lease; (c) bound by any prepayment by Tenant of more than one month's installment of rent; (d) obligated for any security deposit not actually delivered to Purchaser; or (e) bound by any modification or amendment of or to the Lease unless the amendment or modification shall have been approved in writing by Lender.

11. Tenant's Estoppel Certificate.

11.1. True and Complete Lease. Tenant represents and warrants to Lender that Exhibit A accurately identifies the Lease and all amendments, supplements, side letters, and other agreements and memoranda pertaining to the Lease, the leasehold, or the Premises.

11.2. [Removed]

11.3. No Default. As of the date of this Agreement, Tenant represents and warrants that to the best of Tenant's knowledge there exist no events of default, or events that with notice or the passage of time or both would be events of default, under the Lease, on either Tenant's or Borrower's part, nor is there any right of offset against any of Tenant's obligations under the Lease. Tenant represents and warrants that the Lease is in full force and effect as of the date of this Agreement.

11.4 Hazardous Substances. Tenant represents and warrants that it has not used, generated, released, discharged, stored, or disposed of any Hazardous Substances on, under, in or about the Property other than Hazardous Substances used in

the ordinary and commercially reasonable course of Tenant's business in compliance with all applicable laws. Except for such legal and commercially reasonable use by Tenant, Tenant has no actual knowledge that any Hazardous Substance is present, or has been used, generated, released, discharged, stored, or disposed of by any party, on, under, in, or about the Property. As used in this Agreement, "Hazardous Substance" means any substance, material, or waste (including petroleum and petroleum products) that is designated, classified, or regulated as being "toxic," "hazardous," or a "pollutant," or that is similarly designated, classified, or regulated under any federal, state, or local law, regulation, or ordinance.

12. Integration; etc. This Agreement integrates all of the terms and conditions of the parties' agreement regarding the subordination of the Lease to the Loan Documents, attornment, nondisturbance, and the other matters contained in this Agreement. This Agreement supersedes and cancels all oral negotiations and prior and other writings with respect to (a) such subordination (only to such extent, however, as would affect the priority between the Lease and the Loan Documents), including any provisions of the Lease that provide for the subordination of the Lease to a deed of trust or to a mortgage and (b) such attornment, nondisturbance, and other matters contained in this Agreement. If there is any conflict between the terms, conditions, and provisions of this Agreement and those of any other agreement or instrument, including the Lease, the terms, conditions, and provisions of this Agreement shall prevail. This Agreement may not be modified or amended except by a written agreement signed by the parties or their respective successors in interest. This Agreement may be executed in counterparts, each of which is an original, but all of which shall constitute one and the same instrument.

13. Notices. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier, or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Any party may change addresses for notices by notice to all other parties in accordance with this Section. Service of any notice on any one Borrower shall be effective service on Borrower for all purposes.

If to Lender:	WE Alliance Secured Income Fund, LLC c/o Socotra Capital, 2208 29th Street, Suite 100 Sacramento, CA 95817.
If to Borrower:	KS Mattson Partners, LP PO Box 5490 Vacaville CA 95696
If to Tenant:	Stacy Cronican Insurance Agency, Inc. 8350 Auburn Blvd, Suite 120, Citrus Heights, CA 95610

14. Attorneys' Fees. If any lawsuit, judicial reference, or arbitration that arises out of or relates to this Agreement is commenced, the prevailing party shall be entitled to recover from each other party such sums as the court, referee, or arbitrator may adjudge to be reasonable attorneys' fees, including the costs for any legal services by in-house counsel, in addition to costs and expenses otherwise allowed by law.

15. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California, without regard to the choice of law rules of that state. This Agreement satisfies any condition or requirement in the Lease relating to the granting of a nondisturbance agreement by Lender. As used in this Agreement, the word "include" means "include, without limitation," and the word "including" means "including, but not limited to." Lender, at its sole discretion, may, but shall not be obligated to, record this Agreement.

16. Arbitration; Judicial Reference. Lender and Borrower have agreed in the Loan Agreement that any dispute shall be

resolved by arbitration or judicial reference. Therefore, any controversy or claim between or among the parties to this Agreement (including Tenant) that arises out of or relates to this Agreement, including any claim based on or arising from an alleged tort, also shall be determined by arbitration or judicial reference as set forth below.

16.1. Judicial Reference. In any judicial action between or among the parties, including any action or cause of action arising out of or relating to this Agreement or based on or arising from an alleged tort, all decisions of fact and law shall be referred, at the request of any party, to a referee in accordance with Code Civ. Proc. §§ 638 et seq. The parties shall designate to the court a referee or referees selected under the auspices of the American Arbitration Association ("AAA") in the same manner as arbitrators are selected in AAA-sponsored proceedings. The presiding referee of the panel, or the referee if there is a single referee, shall be an active attorney or retired judge. Judgment upon the award rendered by such referee or referees shall be entered in the court if such proceeding was commenced in accordance with Code Civ. Proc. §§ 644 and 645.

16.2. Mandatory Arbitration. After the Lender's Deed of Trust has been released, fully reconveyed, or extinguished, any controversy or claim between or among the parties, including those arising out of or relating to this Agreement or any claim based on or arising from an alleged tort, shall be determined at the request of any party by arbitration. The arbitration shall be conducted in accordance with the Federal Arbitration Act (9 U.S.C.A. §§ 1 et seq.), notwithstanding any choice of law provision in this Agreement, and under the Commercial Rules of the AAA. The arbitrator shall give effect to statutes of limitation in determining any claim. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator. Judgment upon the arbitration award may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

16.3. Real Property Collateral. Notwithstanding the provisions of Subsection (b), no controversy or claim shall be submitted to arbitration without the consent of all parties if, at the time of the proposed submission, any obligation of Borrower to Lender is secured by real property collateral. If all parties do not consent to submission of such a controversy or claim to arbitration, the controversy or claim shall be determined by judicial reference as provided in Subsection (a).

16.4. Provisional Remedies, Self-Help and Foreclosure. No provision of this Section shall limit the right of any party to this Agreement to exercise self-help remedies, such as setoff, foreclosure against, or sale of any real or personal property collateral or security, or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration or other proceeding. The exercise of a remedy does not waive the right of a party to resort to arbitration or reference. At Lender's option, foreclosure under a deed of trust or mortgage may be accomplished either by exercise of power of sale under the deed of trust or mortgage or by judicial foreclosure.

16.5. Right to Summary Proceedings. The parties agree that this Section 16 shall not prohibit or limit summary proceedings to obtain possession of real property pursuant to Code Civ. Proc. §§ 1159 et seq., or any similar law, statute, or ordinance now or hereafter in effect.

NOTICE: THIS AGREEMENT CONTAINS A PROVISION THAT ALLOWS THE PERSON OBLIGATED ON YOUR LEASE TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR PURPOSES OTHER THAN IMPROVEMENT OF THE PROPERTY.

[Signature Page Follows]

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BORROWER:
KS Mattson Partners, LP, a California Limited Partnership
By: The K S Mattson Company, LLC, a California limited liability company

By:
Name: Kenneth W. Mattson
Its: Initial and Sole Manager

LENDER:
WE Alliance Secured Income Fund, LLC

By: Terry Wheeler
Its: Managing Member

TENANT:
Stacy Cronican Insurance Agency, Inc.
Signed in Counterpart

By:
Its:

BORROWER:
KS Mattson Partners, LP, a California Limited Partnership
By: The K S Mattson Company, LLC, a California limited liability company
Signed in Counterpart
By: _____
Name: Kenneth W. Mattson
Its: Initial and Sole Manager

LENDER:
WE Alliance Secured Income Fund, LLC
Signed in Counterpart
_____
By: Terry Wheeler
Its: Managing Member

TENANT:
Stacy Cronican Insurance Agency, Inc.
_____
By: STACY CRONICAN 6/9/2023
Its: Owner

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)

) ss.

COUNTY OF Placer)

On 05/26, 2023 before me, Cris Bryant, Notary Public, personally appeared Jerry D. Wheeler, 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 Cris Bryant

CRIS BRYANT
Notary Public - California
Placer County
Commission # 2303090
My Comm. Expires Sep 14, 2023

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 Sacramento

On June 1, 2023

before me, Deana Curtis a Notary Public, personally appeared

Kenneth W. Mattson

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

DEANA CURTIS
Comm. # 2294678
Notary Public-California
Sacramento County
My Comm. Expires July 21, 2023

(This area for official notarial seal)

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)

) **ss.**

COUNTY OF Placer)

On June 09, 2023 before me, Sherla C Garces, Notary Public, personally appeared Stacy Cronican, 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 Sherla C. Garces

SHERLA C. GARCES
Notary Public - California
Placer County
Commission # 2421184
My Comm. Expires Oct 14, 2026

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	202306290805	Fees	$87.00
6/29/2023	4:08:26 PM	Taxes	$0.00
JLP	Electronic	PCOR	$0.00
Titles 3		Paid	$87.00
Pages 10			

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

Socotra Capital, Inc.
2208 29th Street, Suite 100
Sacramento, CA 95817

Property: 8350 Auburn Blvd, Suite 135
Citrus Heights, CA 95610

[SPACE ABOVE FOR RECORDER'S USE ONLY]

Exempt from fee under GC 27388.1(a)(1):
fee cap of $225 reached

SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT

NOTICE: THIS SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT ("Agreement") is entered into as of May 24, 2023 by and between the following parties:

- **KS Mattson Partners, LP, a California Limited Partnership** ("Borrower" and "Landlord");
- **WE Alliance Secured Income Fund, LLC** ("Lender"); and
- **A.J. Monteton** ("Tenant").

Recitals

A. Borrower owns certain real property in the County of Sacramento, State of California, located at or about 8350 Auburn Blvd, Suite 135, Citrus Heights, CA 95610, Assessor's Parcel No. 204-0461-042-0000 (the "Property"). The term "Property" in this Agreement shall include that real property, together with all improvements ("Improvements") located or constructed on it.

B. Lender has made or agreed to make a loan to Borrower (the "Loan"), as provided in a loan agreement (the "Loan Agreement"). The Loan is or will be evidenced by a **"Promissory Note Secured by Deed of Trust"** (the "Note") that is or will be secured by a **"Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement; Request for Notice"** encumbering the Property (the "Deed of Trust"), with an assignment of rents. The Loan Agreement, the Note, the Deed of Trust, this Agreement, and all other documents and instruments identified in the Loan Agreement as "Loan Documents" shall be collectively referred to in this Agreement as the "Loan Documents."

C. Tenant and Borrower or Borrower's predecessor-in-interest entered into a lease dated **August 1, 2012** (referred to herein as the "Lease"), under which Borrower and/or Borrower's predecessors-in-interest leased to Tenant a portion of the Improvements located within the Property, and more particularly described in the Lease (the "Premises").
NO UNRECORDED LEASES LESS THAN 35 YEARS

D. It is a requirement of the Loan that Tenant agree, among other things, to subordinate Tenant's rights under the Lease to the lien of the Loan Documents and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a nondisturbance provision, all as set forth more fully below.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Subordination. The Loan Documents and all supplements, amendments, modifications, renewals, replacements, and extensions of and to them shall unconditionally be and remain at all times a lien on the Property prior and superior to the Lease, to the leasehold estate created by it, and to all rights and privileges of Tenant under it. That Lease and Leasehold estate, together with all rights and privileges of Tenant under that Lease, are hereby unconditionally made subordinate to the lien of the Loan Documents in favor of Lender. Tenant consents to Borrower and Lender entering into the Deed of Trust and the other Loan Documents. Tenant further declares, agrees, and acknowledges that Lender, in making disbursements under the Loan Documents, has no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom they are disbursed by Lender, and any application or use of such proceeds for purposes other than those provided for in the Loan Documents shall not defeat the subordination made in this Agreement, in whole or in part. Borrower/Landlord hereby exercises its option that the Lease and any and all liens or charges created by the Lease are and shall be subordinate to and junior to the lien or charge created by the Deed of Trust securing the Loan.

2. Definitions of "Transfer of the Property" and "Purchaser". As used herein, the term "Transfer of the Property" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale, or other action or proceeding for the enforcement of the Deed of Trust, or by deed in lieu of foreclosure. The term "Purchaser," as used herein, means any transferee, including Lender, of the interest of Borrower as a result of any such Transfer of the Property, and also includes any and all successors and assigns, including Lender, of such transferee.

3. Nondisturbance. The enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the Premises unless at the time of foreclosure Tenant is in default under the Lease or this Agreement and Lender notifies Tenant in writing at or prior to the time of the foreclosure sale that the Lease will be terminated by foreclosure because of such default.

4. Attornment. Subject to Section 3 above, if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Lender if it should become the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants, and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it that may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease.

5. Tenant's Waiver of Option Rights, etc. Notwithstanding Section 3 above, Tenant specifically waives any right, whether arising out of the Lease or otherwise, to exercise any option to:

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7. Limitation on Lender's Performance. Nothing in this Agreement shall be deemed or construed to be an agreement by Lender to perform any covenant of Borrower as landlord under the Lease. Tenant agrees that if Lender becomes Purchaser, then upon subsequent Transfer of the Property by Lender to a new owner, Lender shall have no further liability under the Lease.

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11.2. [Removed]

11.3. No Default. As of the date of this Agreement, Tenant represents and warrants that to the best of Tenant's knowledge there exist no events of default, or events that with notice or the passage of time or both would be events of default, under the Lease, on either Tenant's or Borrower's part, nor is there any right of offset against any of Tenant's obligations under the Lease. Tenant represents and warrants that the Lease is in full force and effect as of the date of this Agreement.

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15. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California, without regard to the choice of law rules of that state. This Agreement satisfies any condition or requirement in the Lease relating to the granting of a nondisturbance agreement by Lender. As used in this Agreement, the word "include" means "include, without limitation," and the word "including" means "including, but not limited to." Lender, at its sole discretion, may, but shall not be obligated to, record this Agreement.

16. Arbitration; Judicial Reference. Lender and Borrower have agreed in the Loan Agreement that any dispute shall be

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resolved by arbitration or judicial reference. Therefore, any controversy or claim between or among the parties to this Agreement (including Tenant) that arises out of or relates to this Agreement, including any claim based on or arising from an alleged tort, also shall be determined by arbitration or judicial reference as set forth below.

16.1. Judicial Reference. In any judicial action between or among the parties, including any action or cause of action arising out of or relating to this Agreement or based on or arising from an alleged tort, all decisions of fact and law shall be referred, at the request of any party, to a referee in accordance with Code Civ. Proc. §§ 638 et seq. The parties shall designate to the court a referee or referees selected under the auspices of the American Arbitration Association ("AAA") in the same manner as arbitrators are selected in AAA-sponsored proceedings. The presiding referee of the panel, or the referee if there is a single referee, shall be an active attorney or retired judge. Judgment upon the award rendered by such referee or referees shall be entered in the court if such proceeding was commenced in accordance with Code Civ. Proc. §§ 644 and 645.

16.2. Mandatory Arbitration. After the Lender's Deed of Trust has been released, fully reconveyed, or extinguished, any controversy or claim between or among the parties, including those arising out of or relating to this Agreement or any claim based on or arising from an alleged tort, shall be determined at the request of any party by arbitration. The arbitration shall be conducted in accordance with the Federal Arbitration Act (9 U.S.C.A. §§ 1 et seq.), notwithstanding any choice of law provision in this Agreement, and under the Commercial Rules of the AAA. The arbitrator shall give effect to statutes of limitation in determining any claim. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator. Judgment upon the arbitration award may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

16.3. Real Property Collateral. Notwithstanding the provisions of Subsection (b), no controversy or claim shall be submitted to arbitration without the consent of all parties if, at the time of the proposed submission, any obligation of Borrower to Lender is secured by real property collateral. If all parties do not consent to submission of such a controversy or claim to arbitration, the controversy or claim shall be determined by judicial reference as provided in Subsection (a).

16.4. Provisional Remedies, Self-Help and Foreclosure. No provision of this Section shall limit the right of any party to this Agreement to exercise self-help remedies, such as setoff, foreclosure against, or sale of any real or personal property collateral or security, or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration or other proceeding. The exercise of a remedy does not waive the right of a party to resort to arbitration or reference. At Lender's option, foreclosure under a deed of trust or mortgage may be accomplished either by exercise of power of sale under the deed of trust or mortgage or by judicial foreclosure.

16.5. Right to Summary Proceedings. The parties agree that this Section 16 shall not prohibit or limit summary proceedings to obtain possession of real property pursuant to Code Civ. Proc. §§ 1159 et seq., or any similar law, statute, or ordinance now or hereafter in effect.

NOTICE: THIS AGREEMENT CONTAINS A PROVISION THAT ALLOWS THE PERSON OBLIGATED ON YOUR LEASE TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR PURPOSES OTHER THAN IMPROVEMENT OF THE PROPERTY.

[Signature Page Follows]

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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)

) ss.

COUNTY OF Sacramento)

On June 5th, 2023, 20__ before me, Russell Sean Chester, Notary Public, personally appeared Ardith Monteton, 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

RUSSELL SEAN CHESTER
Notary Public - California
Sacramento County
Commission # 2344549
My Comm. Expires Feb 1, 2025

BORROWER:
KS Mattson Partners, LP, a California Limited Partnership
By: The K S Mattson Company, LLC, a California limited liability company

By: _____
Name: Kenneth W. Mattson
Its: Initial and Sole Manager

LENDER:
WE Alliance Secured Income Fund, LLC

_____
By: Terry Wheeler
Its: Managing Member

TENANT:
Signed in Counterpart

_____
A.J. Monteton aka Ardith Monteton, President

BORROWER:
KS Mattson Partners, LP, a California Limited Partnership
By: The K S Mattson Company, LLC, a California limited liability company

By: Signed in Counterpart
Name: Kenneth W. Mattson
Its: Initial and Sole Manager

LENDER:
WE Alliance Secured Income Fund, LLC
Signed in Counterpart

By: Terry Wheeler
Its: Managing Member

TENANT:
Ardith Monteton Pres
A.J. Monteton aka Ardith Monteton President

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STATE OF CALIFORNIA)

) ss.

COUNTY OF Placer)

On May 26, 2023 before me, Cris Bryant Notary Public, personally appeared TERRY WHEELER, 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 Cris Bryant

CRIS BRYANT
Notary Public - California
Placer County
Commission # 2305090
My Comm. Expires Sep 14, 2023

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 Sacramento

On June 1, 2023

before me, Deana Curtis a Notary Public, personally appeared

Kenneth W. Mattson

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

DEANA CURTIS
Comm. # 2294678
Notary Public-California
Sacramento County
My Comm. Expires July 21, 2023

(This area for official notarial seal)

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	202306290806	Fees	$96.00
6/29/2023	4:08:27 PM	Taxes	$0.00
JLP	Electronic	PCOR	$0.00
Titles 3		Paid	$96.00
Pages 13			

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

Socotra Capital, Inc.
2208 29th Street, Suite 100
Sacramento, CA 95817

Property: 8350 Auburn Blvd, Suite 100B
Citrus Heights, CA 95610

[SPACE ABOVE FOR RECORDER'S USE ONLY]

Exempt from fee under GC 27388.1(a)(1):
fee cap of $225 reached

SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT

NOTICE: THIS SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT ("Agreement") is entered into as of May 24, 2023 by and between the following parties:

- **KS Mattson Partners, LP, a California Limited Partnership** ("Borrower" and "Landlord");
- **WE Alliance Secured Income Fund, LLC** ("Lender"); and
- **Mykhailo Noga, Andrii Noga, and Kostiantyn Noga** ("Tenant").

Recitals

A. Borrower owns certain real property in the County of Sacramento, State of California, located at or about 8350 Auburn Blvd, Suite 100B, Citrus Heights, CA 95610, Assessor's Parcel No. 204-0461-042-0000 (the "Property"). The term "Property" in this Agreement shall include that real property, together with all improvements ("Improvements") located or constructed on it.

B. Lender has made or agreed to make a loan to Borrower (the "Loan"), as provided in a loan agreement (the "Loan Agreement"). The Loan is or will be evidenced by a **"Promissory Note Secured by Deed of Trust"** (the "Note") that is or will be secured by a **"Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement; Request for Notice"** encumbering the Property (the "Deed of Trust"), with an assignment of rents. The Loan Agreement, the Note, the Deed of Trust, this Agreement, and all other documents and instruments identified in the Loan Agreement as "Loan Documents" shall be collectively referred to in this Agreement as the "Loan Documents."

C. Tenant and Borrower or Borrower's predecessor-in-interest entered into a lease dated **August 25, 2021** (referred to herein as the "Lease"), under which Borrower and/or Borrower's predecessors-in-interest leased to Tenant a portion of the Improvements located within the Property, and more particularly described in the Lease (the "Premises").
NO UNRECORDED LEASES LESS THAN 35 YEARS

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D. It is a requirement of the Loan that Tenant agree, among other things, to subordinate Tenant's rights under the Lease to the lien of the Loan Documents and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a nondisturbance provision, all as set forth more fully below.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Subordination. The Loan Documents and all supplements, amendments, modifications, renewals, replacements, and extensions of and to them shall unconditionally be and remain at all times a lien on the Property prior and superior to the Lease, to the leasehold estate created by it, and to all rights and privileges of Tenant under it. That Lease and Leasehold estate, together with all rights and privileges of Tenant under that Lease, are hereby unconditionally made subordinate to the lien of the Loan Documents in favor of Lender. Tenant consents to Borrower and Lender entering into the Deed of Trust and the other Loan Documents. Tenant further declares, agrees, and acknowledges that Lender, in making disbursements under the Loan Documents, has no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom they are disbursed by Lender, and any application or use of such proceeds for purposes other than those provided for in the Loan Documents shall not defeat the subordination made in this Agreement, in whole or in part. Borrower/Landlord hereby exercises its option that the Lease and any and all liens or charges created by the Lease are and shall be subordinate to and junior to the lien or charge created by the Deed of Trust securing the Loan.

2. Definitions of "Transfer of the Property" and "Purchaser". As used herein, the term "Transfer of the Property" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale, or other action or proceeding for the enforcement of the Deed of Trust, or by deed in lieu of foreclosure. The term "Purchaser," as used herein, means any transferee, including Lender, of the interest of Borrower as a result of any such Transfer of the Property, and also includes any and all successors and assigns, including Lender, of such transferee.

3. Nondisturbance. The enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the Premises unless at the time of foreclosure Tenant is in default under the Lease or this Agreement and Lender notifies Tenant in writing at or prior to the time of the foreclosure sale that the Lease will be terminated by foreclosure because of such default.

4. Attornment. Subject to Section 3 above, if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Lender if it should become the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants, and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it that may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease.

5. Tenant's Waiver of Option Rights, etc. Notwithstanding Section 3 above, Tenant specifically waives any right, whether arising out of the Lease or otherwise, to exercise any option to:

(a) Purchase the Premises or the Property, or any interest or portion in or of either of them; or

(b) Expand into other space in the Improvements.

6. Notices of Default; Material Notices; Lender's Rights to Cure Default. Tenant shall send a copy of any notice of default or similar statement with respect to the Lease to Lender at the same time such notice or statement is sent to Borrower.

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In the event of any act or omission by Borrower that would give Tenant the right to terminate the Lease or to claim a partial or total eviction, Tenant shall not exercise any such right or make any such claim until it has given Lender written notice of such act or omission and has given Lender either 30 days to cure the default if the default is monetary, or a reasonable time for Lender to cure the default if the default is nonmonetary. Nothing in this Agreement, however, shall be construed as a promise or undertaking by Lender to cure any default of Borrower.

7. Limitation on Lender's Performance. Nothing in this Agreement shall be deemed or construed to be an agreement by Lender to perform any covenant of Borrower as landlord under the Lease. Tenant agrees that if Lender becomes Purchaser, then upon subsequent Transfer of the Property by Lender to a new owner, Lender shall have no further liability under the Lease.

8. Limitation on Liability. No Purchaser who acquires title to the Property shall have any obligation or liability beyond its interest in the Property.

9. Tenant's Covenants. Tenant agrees that during the term of the Lease, without Lender's prior written consent, Tenant shall not:

(a) Pay any rent or additional rent more than one month in advance to any landlord, including Borrower;

(b) Cancel, terminate, or surrender the Lease, except at the normal expiration of the Lease term or as provided in Section 6 above;

(c) Enter into any amendment, modification, or other agreement relating to the Lease; or

(d) Assign or sublet any portion of the Lease or the Premises, except as expressly permitted in the Lease.

10. Lender Not Obligated. Lender, if it becomes Purchaser or if it takes possession under the Deed of Trust, and any other Purchaser shall not be (a) liable for any damages or other relief attributable to any act or omission of any prior landlord under the Lease, including Borrower; (b) subject to any offset or defense not specifically provided for in the Lease that Tenant may have against any prior landlord under the Lease; (c) bound by any prepayment by Tenant of more than one month's installment of rent; (d) obligated for any security deposit not actually delivered to Purchaser; or (e) bound by any modification or amendment of or to the Lease unless the amendment or modification shall have been approved in writing by Lender.

11. Tenant's Estoppel Certificate.

11.1. True and Complete Lease. Tenant represents and warrants to Lender that Exhibit A accurately identifies the Lease and all amendments, supplements, side letters, and other agreements and memoranda pertaining to the Lease, the leasehold, or the Premises.

11.2. [Removed]

11.3. No Default. As of the date of this Agreement, Tenant represents and warrants that to the best of Tenant's knowledge there exist no events of default, or events that with notice or the passage of time or both would be events of default, under the Lease, on either Tenant's or Borrower's part, nor is there any right of offset against any of Tenant's obligations under the Lease. Tenant represents and warrants that the Lease is in full force and effect as of the date of this Agreement.

11.4 Hazardous Substances. Tenant represents and warrants that it has not used, generated, released, discharged, stored, or disposed of any Hazardous Substances on, under, in or about the Property other than Hazardous Substances used in

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the ordinary and commercially reasonable course of Tenant's business in compliance with all applicable laws. Except for such legal and commercially reasonable use by Tenant, Tenant has no actual knowledge that any Hazardous Substance is present, or has been used, generated, released, discharged, stored, or disposed of by any party, on, under, in, or about the Property. As used in this Agreement, "Hazardous Substance" means any substance, material, or waste (including petroleum and petroleum products) that is designated, classified, or regulated as being "toxic," "hazardous," or a "pollutant," or that is similarly designated, classified, or regulated under any federal, state, or local law, regulation, or ordinance.

12. Integration; etc. This Agreement integrates all of the terms and conditions of the parties' agreement regarding the subordination of the Lease to the Loan Documents, attornment, nondisturbance, and the other matters contained in this Agreement. This Agreement supersedes and cancels all oral negotiations and prior and other writings with respect to (a) such subordination (only to such extent, however, as would affect the priority between the Lease and the Loan Documents), including any provisions of the Lease that provide for the subordination of the Lease to a deed of trust or to a mortgage and (b) such attornment, nondisturbance, and other matters contained in this Agreement. If there is any conflict between the terms, conditions, and provisions of this Agreement and those of any other agreement or instrument, including the Lease, the terms, conditions, and provisions of this Agreement shall prevail. This Agreement may not be modified or amended except by a written agreement signed by the parties or their respective successors in interest. This Agreement may be executed in counterparts, each of which is an original, but all of which shall constitute one and the same instrument.

13. Notices. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier, or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Any party may change addresses for notices by notice to all other parties in accordance with this Section. Service of any notice on any one Borrower shall be effective service on Borrower for all purposes.

If to Lender:	WE Alliance Secured Income Fund, LLC c/o Socotra Capital, 2208 29th Street, Suite 100 Sacramento, CA 95817.
If to Borrower:	KS Mattson Partners, LP PO Box 5490 Vacaville CA 95696
If to Tenant:	Mykhailo Noga, Andrii Noga, and Kostiantyn Noga 8350 Auburn Blvd, Suite 100B, Citrus Heights, CA 95610

14. Attorneys' Fees. If any lawsuit, judicial reference, or arbitration that arises out of or relates to this Agreement is commenced, the prevailing party shall be entitled to recover from each other party such sums as the court, referee, or arbitrator may adjudge to be reasonable attorneys' fees, including the costs for any legal services by in-house counsel, in addition to costs and expenses otherwise allowed by law.

15. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California, without regard to the choice of law rules of that state. This Agreement satisfies any condition or requirement in the Lease relating to the granting of a nondisturbance agreement by Lender. As used in this Agreement, the word "include" means "include, without limitation," and the word "including" means "including, but not limited to." Lender, at its sole discretion, may, but shall not be obligated to, record this Agreement.

16. Arbitration; Judicial Reference. Lender and Borrower have agreed in the Loan Agreement that any dispute shall be

resolved by arbitration or judicial reference. Therefore, any controversy or claim between or among the parties to this Agreement (including Tenant) that arises out of or relates to this Agreement, including any claim based on or arising from an alleged tort, also shall be determined by arbitration or judicial reference as set forth below.

16.1. Judicial Reference. In any judicial action between or among the parties, including any action or cause of action arising out of or relating to this Agreement or based on or arising from an alleged tort, all decisions of fact and law shall be referred, at the request of any party, to a referee in accordance with Code Civ. Proc. §§ 638 et seq. The parties shall designate to the court a referee or referees selected under the auspices of the American Arbitration Association ("AAA") in the same manner as arbitrators are selected in AAA-sponsored proceedings. The presiding referee of the panel, or the referee if there is a single referee, shall be an active attorney or retired judge. Judgment upon the award rendered by such referee or referees shall be entered in the court if such proceeding was commenced in accordance with Code Civ. Proc. §§ 644 and 645.

16.2. Mandatory Arbitration. After the Lender's Deed of Trust has been released, fully reconveyed, or extinguished, any controversy or claim between or among the parties, including those arising out of or relating to this Agreement or any claim based on or arising from an alleged tort, shall be determined at the request of any party by arbitration. The arbitration shall be conducted in accordance with the Federal Arbitration Act (9 U.S.C.A. §§ 1 et seq.), notwithstanding any choice of law provision in this Agreement, and under the Commercial Rules of the AAA. The arbitrator shall give effect to statutes of limitation in determining any claim. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator. Judgment upon the arbitration award may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

16.3. Real Property Collateral. Notwithstanding the provisions of Subsection (b), no controversy or claim shall be submitted to arbitration without the consent of all parties if, at the time of the proposed submission, any obligation of Borrower to Lender is secured by real property collateral. If all parties do not consent to submission of such a controversy or claim to arbitration, the controversy or claim shall be determined by judicial reference as provided in Subsection (a).

16.4. Provisional Remedies, Self-Help and Foreclosure. No provision of this Section shall limit the right of any party to this Agreement to exercise self-help remedies, such as setoff, foreclosure against, or sale of any real or personal property collateral or security, or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration or other proceeding. The exercise of a remedy does not waive the right of a party to resort to arbitration or reference. At Lender's option, foreclosure under a deed of trust or mortgage may be accomplished either by exercise of power of sale under the deed of trust or mortgage or by judicial foreclosure.

16.5. Right to Summary Proceedings. The parties agree that this Section 16 shall not prohibit or limit summary proceedings to obtain possession of real property pursuant to Code Civ. Proc. §§ 1159 et seq., or any similar law, statute, or ordinance now or hereafter in effect.

NOTICE: THIS AGREEMENT CONTAINS A PROVISION THAT ALLOWS THE PERSON OBLIGATED ON YOUR LEASE TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR PURPOSES OTHER THAN IMPROVEMENT OF THE PROPERTY.

[Signature Page Follows]

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BORROWER:
KS Mattson Partners, LP, a California Limited Partnership
By: The K S Mattson Company, LLC, a California limited liability company

By:
Name: Kenneth W. Mattson
Its: Initial and Sole Manager

LENDER:
WE Alliance Secured Income Fund, LLC

By: Terry Wheeler
Its: Managing Member

TENANT:
Signed in Counterpart

Mykhailo Noga
Signed in Counterpart

Andrii Noga
Signed in Counterpart

Kostiantyn Noga

BORROWER:
KS Mattson Partners, LP, a California Limited Partnership
By: The K S Mattson Company, LLC, a California limited liability company

By: Signed in Counterpart
Name: Kenneth W. Mattson
Its: Initial and Sole Manager

LENDER:
WE Alliance Secured Income Fund, LLC

Signed in Counterpart

By: Terry Wheeler
Its: Managing Member

TENANT:

Mykhailo Noga notary - see attached 6/8/23

Andrii Noga notary see attached 6/8/23

Kostiantyn Noga

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 Sacramento

On June 1, 2023

before me, Deana Curtis a Notary Public, personally appeared

Kenneth W. Mattson

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

DEANA CURTIS
Comm. # 2294678
Notary Public-California
Sacramento County
My Comm. Expires July 21, 2023

(This area for official notarial seal)

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)

) ss.

COUNTY OF Placer)

On May 26, 20__ before me, Cris Bryant, Notary Public, personally appeared Terry D. Wheeler, 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 Cris Bryant

CRIS BRYANT
Notary Public - California
Placer County
Commission # 2303090
My Comm. Expires Sep 14, 2023

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STATE OF CALIFORNIA)

) ss.

COUNTY OF Sacramento)

On June 7, 2023 before me, Sherry L Sweet (Notary), personally appeared Ken S. Kostiantyn Noga, 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

3 pages attached

ALL-PURPOSE 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 Sacramento } SS.

On June 7 23 (DATE), before me, Sherry J Sewell, Notary Public,

personally appeared Kostiantyn Koga, 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.

SHERRY J. SEWELL
COMM. # 2392056
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
MY COMM. EXP. FEB 24, 2026

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 IN ABOVE SPACE

NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER _____ TITLE(S)
- ☐ PARTNER(S)
- ☐ ATTORNEY-IN-FACT
- ☐ GUARDIAN/CONSERVATOR
- ☐ SUBSCRIBING WITNESS
- ☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Sub. Nondist Eatt. Agree.
TITLE OR TYPE OF DOCUMENT

7
NUMBER OF PAGES

DATE OF DOCUMENT

OTHER

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

RIGHT THUMBPRINT OF SIGNER

Top of thumbprint here

NOTARY BONDS, SUPPLIES AND FORMS AT HTTP://WWW.VALLEY-SIERRA.COM © 2005-2017 VALLEY-SIERRA INSURANCE

ALL-PURPOSE 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 Sacramento } SS.

On June 8, 2023 (DATE), before me, Sherry J Sewell, Notary Public,

personally appeared Mykhailo Noga, 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.

SHERRY J. SEWELL
COMM. # 2392056
NOTARY PUBLIC-CALIFORNIA
SACRAMENTO COUNTY
MY COMM. EXP. FEB. 24, 2026

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 IN ABOVE SPACE

NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER _____ TITLE(S)
- ☐ PARTNER(S)
- ☐ ATTORNEY-IN-FACT
- ☐ GUARDIAN/CONSERVATOR
- ☐ SUBSCRIBING WITNESS
- ☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Sub. Agreement & Attornment
TITLE OR TYPE OF DOCUMENT

8
NUMBER OF PAGES

DATE OF DOCUMENT

OTHER

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

RIGHT THUMBPRINT OF SIGNER

Top of thumbprint here

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ALL-PURPOSE ACKNOWLEDGMENT

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State of California
County of Sacramento } SS.

On June 8, 2023 (DATE), before me, Sherry J Sewell, Notary Public,

personally appeared Andrii Poga, 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.

SHERRY J. SEWELL
COMM. # 2392056
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My Comm. Exp. Feb. 24, 2026

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 IN ABOVE SPACE

NOTARY'S SIGNATURE

OPTIONAL INFORMATION

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CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER _____ TITLE(S)
- ☐ PARTNER(S)
- ☐ ATTORNEY-IN-FACT
- ☐ GUARDIAN/CONSERVATOR
- ☐ SUBSCRIBING WITNESS
- ☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Sub. Nondisturbance & Attornment Agree.
TITLE OR TYPE OF DOCUMENT

9
NUMBER OF PAGES

DATE OF DOCUMENT

OTHER

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

RIGHT THUMBPRINT OF SIGNER

Top of thumbprint here

NOTARY BONDS, SUPPLIES AND FORMS AT HTTP://WWW.VALLEY-SIERRA.COM © 2005-2017 VALLEY-SIERRA INSURANCE

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	202306290807	Fees	$87.00
6/29/2023	4:08:28 PM	Taxes	$0.00
JLP	Electronic	PCOR	$0.00
Titles	3	Paid	$87.00
Pages	10		

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

Socotra Capital, Inc.
2208 29th Street, Suite 100
Sacramento, CA 95817

Property: 8350 Auburn Blvd, Suite 145
Citrus Heights, CA 95610

[SPACE ABOVE FOR RECORDER'S USE ONLY]

Exempt from fee under GC 27388.1(a)(1):
fee cap of $225 reached

SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT

NOTICE: THIS SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT ("Agreement") is entered into as of May 24, 2023 by and between the following parties:

- **KS Mattson Partners, LP, a California Limited Partnership** ("Borrower" and "Landlord");
- **WE Alliance Secured Income Fund, LLC** ("Lender"); and
- **Kim Andrew Byers and Stonecrest Insurance Services, Inc.** ("Tenant").

Recitals

A. Borrower owns certain real property in the County of Sacramento, State of California, located at or about 8350 Auburn Blvd, Suite 145, Citrus Heights, CA 95610, Assessor's Parcel No. 204-0461-042-0000 (the "Property"). The term "Property" in this Agreement shall include that real property, together with all improvements ("Improvements") located or constructed on it.

B. Lender has made or agreed to make a loan to Borrower (the "Loan"), as provided in a loan agreement (the "Loan Agreement"). The Loan is or will be evidenced by a **"Promissory Note Secured by Deed of Trust"** (the "Note") that is or will be secured by a **"Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement; Request for Notice"** encumbering the Property (the "Deed of Trust"), with an assignment of rents. The Loan Agreement, the Note, the Deed of Trust, this Agreement, and all other documents and instruments identified in the Loan Agreement as "Loan Documents" shall be collectively referred to in this Agreement as the "Loan Documents."

C. Tenant and Borrower or Borrower's predecessor-in-interest entered into a lease dated **July 15, 2022** (referred to herein as the "Lease"), under which Borrower and/or Borrower's predecessors-in-interest leased to Tenant a portion of the Improvements located within the Property, and more particularly described in the Lease (the "Premises").

NO UNRECORDED LEASES LESS THAN 35 YEARS

D. It is a requirement of the Loan that Tenant agree, among other things, to subordinate Tenant's rights under the Lease to the lien of the Loan Documents and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a nondisturbance provision, all as set forth more fully below.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Subordination. The Loan Documents and all supplements, amendments, modifications, renewals, replacements, and extensions of and to them shall unconditionally be and remain at all times a lien on the Property prior and superior to the Lease, to the leasehold estate created by it, and to all rights and privileges of Tenant under it. That Lease and Leasehold estate, together with all rights and privileges of Tenant under that Lease, are hereby unconditionally made subordinate to the lien of the Loan Documents in favor of Lender. Tenant consents to Borrower and Lender entering into the Deed of Trust and the other Loan Documents. Tenant further declares, agrees, and acknowledges that Lender, in making disbursements under the Loan Documents, has no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom they are disbursed by Lender, and any application or use of such proceeds for purposes other than those provided for in the Loan Documents shall not defeat the subordination made in this Agreement, in whole or in part. Borrower/Landlord hereby exercises its option that the Lease and any and all liens or charges created by the Lease are and shall be subordinate to and junior to the lien or charge created by the Deed of Trust securing the Loan.

2. Definitions of "Transfer of the Property" and "Purchaser". As used herein, the term "Transfer of the Property" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale, or other action or proceeding for the enforcement of the Deed of Trust, or by deed in lieu of foreclosure. The term "Purchaser," as used herein, means any transferee, including Lender, of the interest of Borrower as a result of any such Transfer of the Property, and also includes any and all successors and assigns, including Lender, of such transferee.

3. Nondisturbance. The enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the Premises unless at the time of foreclosure Tenant is in default under the Lease or this Agreement and Lender notifies Tenant in writing at or prior to the time of the foreclosure sale that the Lease will be terminated by foreclosure because of such default.

4. Attornment. Subject to Section 3 above, if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Lender if it should become the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants, and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it that may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease.

5. Tenant's Waiver of Option Rights, etc. Notwithstanding Section 3 above, Tenant specifically waives any right, whether arising out of the Lease or otherwise, to exercise any option to:

(a) Purchase the Premises or the Property, or any interest or portion in or of either of them; or

(b) Expand into other space in the Improvements.

6. Notices of Default; Material Notices; Lender's Rights to Cure Default. Tenant shall send a copy of any notice of default or similar statement with respect to the Lease to Lender at the same time such notice or statement is sent to Borrower.

In the event of any act or omission by Borrower that would give Tenant the right to terminate the Lease or to claim a partial or total eviction, Tenant shall not exercise any such right or make any such claim until it has given Lender written notice of such act or omission and has given Lender either 30 days to cure the default if the default is monetary, or a reasonable time for Lender to cure the default if the default is nonmonetary. Nothing in this Agreement, however, shall be construed as a promise or undertaking by Lender to cure any default of Borrower.

7. Limitation on Lender's Performance. Nothing in this Agreement shall be deemed or construed to be an agreement by Lender to perform any covenant of Borrower as landlord under the Lease. Tenant agrees that if Lender becomes Purchaser, then upon subsequent Transfer of the Property by Lender to a new owner, Lender shall have no further liability under the Lease.

8. Limitation on Liability. No Purchaser who acquires title to the Property shall have any obligation or liability beyond its interest in the Property.

9. Tenant's Covenants. Tenant agrees that during the term of the Lease, without Lender's prior written consent, Tenant shall not:

(a) Pay any rent or additional rent more than one month in advance to any landlord, including Borrower;

(b) Cancel, terminate, or surrender the Lease, except at the normal expiration of the Lease term or as provided in Section 6 above;

(c) Enter into any amendment, modification, or other agreement relating to the Lease; or

(d) Assign or sublet any portion of the Lease or the Premises, except as expressly permitted in the Lease.

10. Lender Not Obligated. Lender, if it becomes Purchaser or if it takes possession under the Deed of Trust, and any other Purchaser shall not be (a) liable for any damages or other relief attributable to any act or omission of any prior landlord under the Lease, including Borrower; (b) subject to any offset or defense not specifically provided for in the Lease that Tenant may have against any prior landlord under the Lease; (c) bound by any prepayment by Tenant of more than one month's installment of rent; (d) obligated for any security deposit not actually delivered to Purchaser; or (e) bound by any modification or amendment of or to the Lease unless the amendment or modification shall have been approved in writing by Lender.

11. Tenant's Estoppel Certificate.

11.1. True and Complete Lease. Tenant represents and warrants to Lender that Exhibit A accurately identifies the Lease and all amendments, supplements, side letters, and other agreements and memoranda pertaining to the Lease, the leasehold, or the Premises.

11.2. [Removed]

11.3. No Default. As of the date of this Agreement, Tenant represents and warrants that to the best of Tenant's knowledge there exist no events of default, or events that with notice or the passage of time or both would be events of default, under the Lease, on either Tenant's or Borrower's part, nor is there any right of offset against any of Tenant's obligations under the Lease. Tenant represents and warrants that the Lease is in full force and effect as of the date of this Agreement.

11.4 Hazardous Substances. Tenant represents and warrants that it has not used, generated, released, discharged, stored, or disposed of any Hazardous Substances on, under, in or about the Property other than Hazardous Substances used in

Case: 24-10715 Doc# 192-17 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 558 of 631

the ordinary and commercially reasonable course of Tenant's business in compliance with all applicable laws. Except for such legal and commercially reasonable use by Tenant, Tenant has no actual knowledge that any Hazardous Substance is present, or has been used, generated, released, discharged, stored, or disposed of by any party, on, under, in, or about the Property. As used in this Agreement, "Hazardous Substance" means any substance, material, or waste (including petroleum and petroleum products) that is designated, classified, or regulated as being "toxic," "hazardous," or a "pollutant," or that is similarly designated, classified, or regulated under any federal, state, or local law, regulation, or ordinance.

12. Integration; etc. This Agreement integrates all of the terms and conditions of the parties' agreement regarding the subordination of the Lease to the Loan Documents, attornment, nondisturbance, and the other matters contained in this Agreement. This Agreement supersedes and cancels all oral negotiations and prior and other writings with respect to (a) such subordination (only to such extent, however, as would affect the priority between the Lease and the Loan Documents), including any provisions of the Lease that provide for the subordination of the Lease to a deed of trust or to a mortgage and (b) such attornment, nondisturbance, and other matters contained in this Agreement. If there is any conflict between the terms, conditions, and provisions of this Agreement and those of any other agreement or instrument, including the Lease, the terms, conditions, and provisions of this Agreement shall prevail. This Agreement may not be modified or amended except by a written agreement signed by the parties or their respective successors in interest. This Agreement may be executed in counterparts, each of which is an original, but all of which shall constitute one and the same instrument.

13. Notices. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier, or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Any party may change addresses for notices by notice to all other parties in accordance with this Section. Service of any notice on any one Borrower shall be effective service on Borrower for all purposes.

If to Lender:	WE Alliance Secured Income Fund, LLC c/o Socotra Capital, 2208 29th Street, Suite 100 Sacramento, CA 95817.
If to Borrower:	KS Mattson Partners, LP PO Box 5490 Vacaville CA 95696
If to Tenant:	Kim Andrew Byers and Stonecrest Insurance Services, Inc. 8350 Auburn Blvd, Suite 145, Citrus Heights, CA 95610

14. Attorneys' Fees. If any lawsuit, judicial reference, or arbitration that arises out of or relates to this Agreement is commenced, the prevailing party shall be entitled to recover from each other party such sums as the court, referee, or arbitrator may adjudge to be reasonable attorneys' fees, including the costs for any legal services by in-house counsel, in addition to costs and expenses otherwise allowed by law.

15. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California, without regard to the choice of law rules of that state. This Agreement satisfies any condition or requirement in the Lease relating to the granting of a nondisturbance agreement by Lender. As used in this Agreement, the word "include" means "include, without limitation," and the word "including" means "including, but not limited to." Lender, at its sole discretion, may, but shall not be obligated to, record this Agreement.

16. Arbitration; Judicial Reference. Lender and Borrower have agreed in the Loan Agreement that any dispute shall be

resolved by arbitration or judicial reference. Therefore, any controversy or claim between or among the parties to this Agreement (including Tenant) that arises out of or relates to this Agreement, including any claim based on or arising from an alleged tort, also shall be determined by arbitration or judicial reference as set forth below.

16.1. Judicial Reference. In any judicial action between or among the parties, including any action or cause of action arising out of or relating to this Agreement or based on or arising from an alleged tort, all decisions of fact and law shall be referred, at the request of any party, to a referee in accordance with Code Civ. Proc. §§ 638 et seq. The parties shall designate to the court a referee or referees selected under the auspices of the American Arbitration Association ("AAA") in the same manner as arbitrators are selected in AAA-sponsored proceedings. The presiding referee of the panel, or the referee if there is a single referee, shall be an active attorney or retired judge. Judgment upon the award rendered by such referee or referees shall be entered in the court if such proceeding was commenced in accordance with Code Civ. Proc. §§ 644 and 645.

16.2. Mandatory Arbitration. After the Lender's Deed of Trust has been released, fully reconveyed, or extinguished, any controversy or claim between or among the parties, including those arising out of or relating to this Agreement or any claim based on or arising from an alleged tort, shall be determined at the request of any party by arbitration. The arbitration shall be conducted in accordance with the Federal Arbitration Act (9 U.S.C.A. §§ 1 et seq.), notwithstanding any choice of law provision in this Agreement, and under the Commercial Rules of the AAA. The arbitrator shall give effect to statutes of limitation in determining any claim. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator. Judgment upon the arbitration award may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

16.3. Real Property Collateral. Notwithstanding the provisions of Subsection (b), no controversy or claim shall be submitted to arbitration without the consent of all parties if, at the time of the proposed submission, any obligation of Borrower to Lender is secured by real property collateral. If all parties do not consent to submission of such a controversy or claim to arbitration, the controversy or claim shall be determined by judicial reference as provided in Subsection (a).

16.4. Provisional Remedies, Self-Help and Foreclosure. No provision of this Section shall limit the right of any party to this Agreement to exercise self-help remedies, such as setoff, foreclosure against, or sale of any real or personal property collateral or security, or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration or other proceeding. The exercise of a remedy does not waive the right of a party to resort to arbitration or reference. At Lender's option, foreclosure under a deed of trust or mortgage may be accomplished either by exercise of power of sale under the deed of trust or mortgage or by judicial foreclosure.

16.5. Right to Summary Proceedings. The parties agree that this Section 16 shall not prohibit or limit summary proceedings to obtain possession of real property pursuant to Code Civ. Proc. §§ 1159 et seq., or any similar law, statute, or ordinance now or hereafter in effect.

NOTICE: THIS AGREEMENT CONTAINS A PROVISION THAT ALLOWS THE PERSON OBLIGATED ON YOUR LEASE TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR PURPOSES OTHER THAN IMPROVEMENT OF THE PROPERTY.

[Signature Page Follows]

BORROWER:
KS Mattson Partners, LP, a California Limited Partnership
By: The K S Mattson Company, LLC, a California limited liability company

By:
Name: Kenneth W. Mattson
Its: Initial and Sole Manager

LENDER:
WE Alliance Secured Income Fund, LLC

By: Terry Wheeler
Its: Managing Member

TENANT:
Signed in Counterpart

Kim Andrew Byers

Stonecrest Insurance Services, Inc
Signed in Counterpart

By:
Its:

BORROWER:
KS Mattson Partners, LP, a California Limited Partnership
By: The K S Mattson Company, LLC, a California limited liability company

By: _____
Name: Kenneth W. Mattson
Its: Initial and Sole Manager

LENDER:
WE Alliance Secured Income Fund, LLC

_____
By: Terry Wheeler
Its: Managing Member

TENANT:

_____
Kim Andrew Byers

Stonecrest Insurance Services, Inc

_____
By: Kim Andrew Byers
Its: CO-President

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 Sacramento

On June 1, 2023

before me, Deana Curtis a Notary Public, personally appeared

Kenneth W. Mattson

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

DEANA CURTIS
Comm. # 2294678
Notary Public-California
Sacramento County
My Comm. Expires July 21, 2023

(This area for official notarial seal)

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)

) ss.

COUNTY OF Placer)

On May 26th, 20__ before me, Cris Bryant, Notary Public, personally appeared Terry D. Wheeler, 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 Cris Bryant

CRIS BRYANT
Notary Public - California
Placer County
Commission # 2305090
My Comm. Expires Sep 14, 2023

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)

) **ss.**

COUNTY OF Sacramento)

On June 9, 2023, 2023 before me, Stella Noel Helton, Notary Public, personally appeared Kim Andrew Byers, 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 _____

STELLA NOEL HELTON
COMM. # 2446121
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
MY COMM. EXP. MAY 7, 2027

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	202306290808	Fees	$87.00
6/29/2023	4:08:28 PM	Taxes	$0.00
JLP	Electronic	PCOR	$0.00
Titles	3	Paid	$87.00
Pages	10		

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

Socotra Capital, Inc.
2208 29th Street, Suite 100
Sacramento, CA 95817

Property: 8340 Auburn Blvd, Suite 100
Citrus Heights, CA 95610

[SPACE ABOVE FOR RECORDER'S USE ONLY]

Exempt from fee under GC 27388.1(a)(1);
fee cap of $225 reached

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NOTICE: THIS SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT ("Agreement") is entered into as of May 24, 2023 by and between the following parties:

- **KS Mattson Partners, LP, a California Limited Partnership** ("Borrower" and "Landlord");
- **WE Alliance Secured Income Fund, LLC** ("Lender"); and
- **The Helsing Group, Inc., a corporation** ("Tenant").

Recitals

A. Borrower owns certain real property in the County of Sacramento, State of California, located at or about 8340 Auburn Blvd, Suite 100, Citrus Heights, CA 95610, Assessor's Parcel No. 204-0461-042-0000 (the "Property"). The term "Property" in this Agreement shall include that real property, together with all improvements ("Improvements") located or constructed on it.

B. Lender has made or agreed to make a loan to Borrower (the "Loan"), as provided in a loan agreement (the "Loan Agreement"). The Loan is or will be evidenced by a **"Promissory Note Secured by Deed of Trust"** (the "Note") that is or will be secured by a **"Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement; Request for Notice"** encumbering the Property (the "Deed of Trust"), with an assignment of rents. The Loan Agreement, the Note, the Deed of Trust, this Agreement, and all other documents and instruments identified in the Loan Agreement as "Loan Documents" shall be collectively referred to in this Agreement as the "Loan Documents."

C. Tenant and Borrower or Borrower's predecessor-in-interest entered into a lease dated **December 13, 1999** (referred to herein as the "Lease"), under which Borrower and/or Borrower's predecessors-in-interest leased to Tenant a portion of the Improvements located within the Property, and more particularly described in the Lease (the "Premises").

NO UNRECORDED LEASES LESS THAN 35 YEARS

D. It is a requirement of the Loan that Tenant agree, among other things, to subordinate Tenant's rights under the Lease to the lien of the Loan Documents and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a nondisturbance provision, all as set forth more fully below.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Subordination. The Loan Documents and all supplements, amendments, modifications, renewals, replacements, and extensions of and to them shall unconditionally be and remain at all times a lien on the Property prior and superior to the Lease, to the leasehold estate created by it, and to all rights and privileges of Tenant under it. That Lease and Leasehold estate, together with all rights and privileges of Tenant under that Lease, are hereby unconditionally made subordinate to the lien of the Loan Documents in favor of Lender. Tenant consents to Borrower and Lender entering into the Deed of Trust and the other Loan Documents. Tenant further declares, agrees, and acknowledges that Lender, in making disbursements under the Loan Documents, has no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom they are disbursed by Lender, and any application or use of such proceeds for purposes other than those provided for in the Loan Documents shall not defeat the subordination made in this Agreement, in whole or in part. Borrower/Landlord hereby exercises its option that the Lease and any and all liens or charges created by the Lease are and shall be subordinate to and junior to the lien or charge created by the Deed of Trust securing the Loan.

2. Definitions of "Transfer of the Property" and "Purchaser". As used herein, the term "Transfer of the Property" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale, or other action or proceeding for the enforcement of the Deed of Trust, or by deed in lieu of foreclosure. The term "Purchaser," as used herein, means any transferee, including Lender, of the interest of Borrower as a result of any such Transfer of the Property, and also includes any and all successors and assigns, including Lender, of such transferee.

3. Nondisturbance. The enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the Premises unless at the time of foreclosure Tenant is in default under the Lease or this Agreement and Lender notifies Tenant in writing at or prior to the time of the foreclosure sale that the Lease will be terminated by foreclosure because of such default.

4. Attornment. Subject to Section 3 above, if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Lender if it should become the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants, and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it that may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease.

5. Tenant's Waiver of Option Rights, etc. Notwithstanding Section 3 above, Tenant specifically waives any right, whether arising out of the Lease or otherwise, to exercise any option to:

(a) Purchase the Premises or the Property, or any interest or portion in or of either of them; or

(b) Expand into other space in the Improvements.

6. Notices of Default; Material Notices; Lender's Rights to Cure Default. Tenant shall send a copy of any notice of default or similar statement with respect to the Lease to Lender at the same time such notice or statement is sent to Borrower.

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In the event of any act or omission by Borrower that would give Tenant the right to terminate the Lease or to claim a partial or total eviction, Tenant shall not exercise any such right or make any such claim until it has given Lender written notice of such act or omission and has given Lender either 30 days to cure the default if the default is monetary, or a reasonable time for Lender to cure the default if the default is nonmonetary. Nothing in this Agreement, however, shall be construed as a promise or undertaking by Lender to cure any default of Borrower.

7. Limitation on Lender's Performance. Nothing in this Agreement shall be deemed or construed to be an agreement by Lender to perform any covenant of Borrower as landlord under the Lease. Tenant agrees that if Lender becomes Purchaser, then upon subsequent Transfer of the Property by Lender to a new owner, Lender shall have no further liability under the Lease.

8. Limitation on Liability. No Purchaser who acquires title to the Property shall have any obligation or liability beyond its interest in the Property.

9. Tenant's Covenants. Tenant agrees that during the term of the Lease, without Lender's prior written consent, Tenant shall not:

(a) Pay any rent or additional rent more than one month in advance to any landlord, including Borrower;

(b) Cancel, terminate, or surrender the Lease, except at the normal expiration of the Lease term or as provided in Section 6 above;

(c) Enter into any amendment, modification, or other agreement relating to the Lease; or

(d) Assign or sublet any portion of the Lease or the Premises, except as expressly permitted in the Lease.

10. Lender Not Obligated. Lender, if it becomes Purchaser or if it takes possession under the Deed of Trust, and any other Purchaser shall not be (a) liable for any damages or other relief attributable to any act or omission of any prior landlord under the Lease, including Borrower; (b) subject to any offset or defense not specifically provided for in the Lease that Tenant may have against any prior landlord under the Lease; (c) bound by any prepayment by Tenant of more than one month's installment of rent; (d) obligated for any security deposit not actually delivered to Purchaser; or (e) bound by any modification or amendment of or to the Lease unless the amendment or modification shall have been approved in writing by Lender.

11. Tenant's Estoppel Certificate.

11.1. True and Complete Lease. Tenant represents and warrants to Lender that Exhibit A accurately identifies the Lease and all amendments, supplements, side letters, and other agreements and memoranda pertaining to the Lease, the leasehold, or the Premises.

11.2. [Removed]

11.3. No Default. As of the date of this Agreement, Tenant represents and warrants that to the best of Tenant's knowledge there exist no events of default, or events that with notice or the passage of time or both would be events of default, under the Lease, on either Tenant's or Borrower's part, nor is there any right of offset against any of Tenant's obligations under the Lease. Tenant represents and warrants that the Lease is in full force and effect as of the date of this Agreement.

11.4 Hazardous Substances. Tenant represents and warrants that it has not used, generated, released, discharged, stored, or disposed of any Hazardous Substances on, under, in or about the Property other than Hazardous Substances used in

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the ordinary and commercially reasonable course of Tenant's business in compliance with all applicable laws. Except for such legal and commercially reasonable use by Tenant, Tenant has no actual knowledge that any Hazardous Substance is present, or has been used, generated, released, discharged, stored, or disposed of by any party, on, under, in, or about the Property. As used in this Agreement, "Hazardous Substance" means any substance, material, or waste (including petroleum and petroleum products) that is designated, classified, or regulated as being "toxic," "hazardous," or a "pollutant," or that is similarly designated, classified, or regulated under any federal, state, or local law, regulation, or ordinance.

12. Integration; etc. This Agreement integrates all of the terms and conditions of the parties' agreement regarding the subordination of the Lease to the Loan Documents, attornment, nondisturbance, and the other matters contained in this Agreement. This Agreement supersedes and cancels all oral negotiations and prior and other writings with respect to (a) such subordination (only to such extent, however, as would affect the priority between the Lease and the Loan Documents), including any provisions of the Lease that provide for the subordination of the Lease to a deed of trust or to a mortgage and (b) such attornment, nondisturbance, and other matters contained in this Agreement. If there is any conflict between the terms, conditions, and provisions of this Agreement and those of any other agreement or instrument, including the Lease, the terms, conditions, and provisions of this Agreement shall prevail. This Agreement may not be modified or amended except by a written agreement signed by the parties or their respective successors in interest. This Agreement may be executed in counterparts, each of which is an original, but all of which shall constitute one and the same instrument.

13. Notices. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier, or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Any party may change addresses for notices by notice to all other parties in accordance with this Section. Service of any notice on any one Borrower shall be effective service on Borrower for all purposes.

If to Lender:	WE Alliance Secured Income Fund, LLC c/o Socotra Capital, 2208 29th Street, Suite 100 Sacramento, CA 95817.
If to Borrower:	KS Mattson Partners, LP PO Box 5490 Vacaville CA 95696
If to Tenant:	The Helsing Group, Inc. 8340 Auburn Blvd, Suite 100, Citrus Heights, CA 95610

14. Attorneys' Fees. If any lawsuit, judicial reference, or arbitration that arises out of or relates to this Agreement is commenced, the prevailing party shall be entitled to recover from each other party such sums as the court, referee, or arbitrator may adjudge to be reasonable attorneys' fees, including the costs for any legal services by in-house counsel, in addition to costs and expenses otherwise allowed by law.

15. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California, without regard to the choice of law rules of that state. This Agreement satisfies any condition or requirement in the Lease relating to the granting of a nondisturbance agreement by Lender. As used in this Agreement, the word "include" means "include, without limitation," and the word "including" means "including, but not limited to." Lender, at its sole discretion, may, but shall not be obligated to, record this Agreement.

16. Arbitration; Judicial Reference. Lender and Borrower have agreed in the Loan Agreement that any dispute shall be

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resolved by arbitration or judicial reference. Therefore, any controversy or claim between or among the parties to this Agreement (including Tenant) that arises out of or relates to this Agreement, including any claim based on or arising from an alleged tort, also shall be determined by arbitration or judicial reference as set forth below.

16.1. Judicial Reference. In any judicial action between or among the parties, including any action or cause of action arising out of or relating to this Agreement or based on or arising from an alleged tort, all decisions of fact and law shall be referred, at the request of any party, to a referee in accordance with Code Civ. Proc. §§ 638 et seq. The parties shall designate to the court a referee or referees selected under the auspices of the American Arbitration Association ("AAA") in the same manner as arbitrators are selected in AAA-sponsored proceedings. The presiding referee of the panel, or the referee if there is a single referee, shall be an active attorney or retired judge. Judgment upon the award rendered by such referee or referees shall be entered in the court if such proceeding was commenced in accordance with Code Civ. Proc. §§ 644 and 645.

16.2. Mandatory Arbitration. After the Lender's Deed of Trust has been released, fully reconveyed, or extinguished, any controversy or claim between or among the parties, including those arising out of or relating to this Agreement or any claim based on or arising from an alleged tort, shall be determined at the request of any party by arbitration. The arbitration shall be conducted in accordance with the Federal Arbitration Act (9 U.S.C.A. §§ 1 et seq.), notwithstanding any choice of law provision in this Agreement, and under the Commercial Rules of the AAA. The arbitrator shall give effect to statutes of limitation in determining any claim. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator. Judgment upon the arbitration award may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

16.3. Real Property Collateral. Notwithstanding the provisions of Subsection (b), no controversy or claim shall be submitted to arbitration without the consent of all parties if, at the time of the proposed submission, any obligation of Borrower to Lender is secured by real property collateral. If all parties do not consent to submission of such a controversy or claim to arbitration, the controversy or claim shall be determined by judicial reference as provided in Subsection (a).

16.4. Provisional Remedies, Self-Help and Foreclosure. No provision of this Section shall limit the right of any party to this Agreement to exercise self-help remedies, such as setoff, foreclosure against, or sale of any real or personal property collateral or security, or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration or other proceeding. The exercise of a remedy does not waive the right of a party to resort to arbitration or reference. At Lender's option, foreclosure under a deed of trust or mortgage may be accomplished either by exercise of power of sale under the deed of trust or mortgage or by judicial foreclosure.

16.5. Right to Summary Proceedings. The parties agree that this Section 16 shall not prohibit or limit summary proceedings to obtain possession of real property pursuant to Code Civ. Proc. §§ 1159 et seq., or any similar law, statute, or ordinance now or hereafter in effect.

NOTICE: THIS AGREEMENT CONTAINS A PROVISION THAT ALLOWS THE PERSON OBLIGATED ON YOUR LEASE TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR PURPOSES OTHER THAN IMPROVEMENT OF THE PROPERTY.

[Signature Page Follows]

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BORROWER:
KS Mattson Partners, LP, a California Limited Partnership
By: The K S Mattson Company, LLC, a California limited liability company

By:
Name: Kenneth W. Mattson
Its: Initial and Sole Manager

LENDER:
WE Alliance Secured Income Fund, LLC

By: Terry Wheeler
Its: Managing Member

TENANT:
The Helsing Group, Inc., a corporation

Signed in Counterpart

By:
Its:

BORROWER:
KS Mattson Partners, LP, a California Limited Partnership
By: The K S Mattson Company, LLC, a California limited liability company

By: Signed in Counterpart
Name: Kenneth W. Mattson
Its: Initial and Sole Manager

LENDER:
WE Alliance Secured Income Fund, LLC
Signed in Counterpart
By: Terry Wheeler
Its: Managing Member

TENANT:
The Helsing Group, Inc., a corporation

By:
Its: CEO

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 Sacramento

On June 1, 2023

before me, Deana Curtis a Notary Public, personally appeared

Kenneth W. Mattson

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

DEANA CURTIS
Comm. # 2294678
Notary Public-California
Sacramento County
My Comm. Expires July 21, 2023

(This area for official notarial seal)

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)

) **ss.**

COUNTY OF Placer)

On May 26, 2023 before me, CRIS BRYANT Notary Public, personally appeared TERRY WHEELER, 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 Cris Bryant

CRIS BRYANT
Notary Public - California
Placer County
Commission # 2308040
My Comm. Expires Sep 14, 2023

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)

) ss.

COUNTY OF Contra Costa)

On MAY 30, 2023 before me, Kimm Walker, Notary public, personally appeared Andrew J. R. Hall, 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 K walker

Kimm Walker

KIM M. WALKER
COMM. #2438869
Notary Public - California
Alameda County
My Comm. Expires Mar. 17, 2027

NRO1 NRO1

My comm ex. March 17, 2027

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	202306290809	Fees	$87.00
6/29/2023	4:08:29 PM	Taxes	$0.00
JLP	Electronic	PCOR	$0.00
Titles	3	Paid	$87.00
Pages	10		

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

Socotra Capital, Inc.
2208 29th Street, Suite 100
Sacramento, CA 95817

Property: 8350 Auburn Blvd, Suite 200 A&B
Citrus Heights, CA 95610

[SPACE ABOVE FOR RECORDER'S USE ONLY]

Exempt from fee under GC 27388.1(a)(1):
fee cap of $225 reached

SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT

NOTICE: THIS SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT ("Agreement") is entered into as of May 24, 2023 by and between the following parties:

- **KS Mattson Partners, LP, a California Limited Partnership** ("Borrower" and "Landlord");
- **WE Alliance Secured Income Fund, LLC** ("Lender"); and
- **Travelmasters, Inc. DBA Goldrush Getaways** ("Tenant").

Recitals

A. Borrower owns certain real property in the County of Sacramento, State of California, located at or about 8350 Auburn Blvd. Suite 110, 115, 150, and 200 A&B, Citrus Heights, CA 95610, Assessor's Parcel No. 204-0461-042-0000 (the "Property"). The term "Property" in this Agreement shall include that real property, together with all improvements ("Improvements") located or constructed on it.

B. Lender has made or agreed to make a loan to Borrower (the "Loan"), as provided in a loan agreement (the "Loan Agreement"). The Loan is or will be evidenced by a **"Promissory Note Secured by Deed of Trust"** (the "Note") that is or will be secured by a **"Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement; Request for Notice"** encumbering the Property (the "Deed of Trust"), with an assignment of rents. The Loan Agreement, the Note, the Deed of Trust, this Agreement, and all other documents and instruments identified in the Loan Agreement as "Loan Documents" shall be collectively referred to in this Agreement as the "Loan Documents."

C. Tenant and Borrower or Borrower's predecessor-in-interest entered into a lease dated **October 28, 2013 and Amended on October 15, 2019** (referred to herein as the "Lease"), under which Borrower and/or Borrower's predecessors-in-interest leased to Tenant a portion of the Improvements located within the Property, and more particularly described in the Lease (the "Premises"). NO UNRECORDED LEASES LESS THAN 35 YEARS

D. It is a requirement of the Loan that Tenant agree, among other things, to subordinate Tenant's rights under the Lease to the lien of the Loan Documents and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a nondisturbance provision, all as set forth more fully below.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Subordination. The Loan Documents and all supplements, amendments, modifications, renewals, replacements, and extensions of and to them shall unconditionally be and remain at all times a lien on the Property prior and superior to the Lease, to the leasehold estate created by it, and to all rights and privileges of Tenant under it. That Lease and Leasehold estate, together with all rights and privileges of Tenant under that Lease, are hereby unconditionally made subordinate to the lien of the Loan Documents in favor of Lender. Tenant consents to Borrower and Lender entering into the Deed of Trust and the other Loan Documents. Tenant further declares, agrees, and acknowledges that Lender, in making disbursements under the Loan Documents, has no obligation or duty to, nor has Lender represented that it will see to the application of such proceeds by the person or persons to whom they are disbursed by Lender, and any application or use of such proceeds for purposes other than those provided for in the Loan Documents shall not defeat the subordination made in this Agreement, in whole or in part. Borrower/Landlord hereby exercises its option that the Lease and any and all liens or charges created by the Lease are and shall be subordinate to and junior to the lien or charge created by the Deed of Trust securing the Loan.

2. Definitions of "Transfer of the Property" and "Purchaser". As used herein, the term "Transfer of the Property" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale, or other action or proceeding for the enforcement of the Deed of Trust, or by deed in lieu of foreclosure. The term "Purchaser," as used herein, means any transferee, including Lender, of the interest of Borrower as a result of any such Transfer of the Property, and also includes any and all successors and assigns, including Lender, of such transferee.

3. Nondisturbance. The enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the Premises unless at the time of foreclosure Tenant is in default under the Lease or this Agreement and Lender notifies Tenant in writing at or prior to the time of the foreclosure sale that the Lease will be terminated by foreclosure because of such default.

4. Attornment. Subject to Section 3 above, if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Lender if it should become the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants, and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it that may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease.

5. Tenant's Waiver of Option Rights, etc. Notwithstanding Section 3 above, Tenant specifically waives any right, whether arising out of the Lease or otherwise, to exercise any option to:

(a) Purchase the Premises or the Property, or any interest or portion in or of either of them; or

(b) Expand into other space in the Improvements.

6. Notices of Default; Material Notices; Lender's Rights to Cure Default. Tenant shall send a copy of any notice of default or similar statement with respect to the Lease to Lender at the same time such notice or statement is sent to Borrower.

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In the event of any act or omission by Borrower that would give Tenant the right to terminate the Lease or to claim a partial or total eviction, Tenant shall not exercise any such right or make any such claim until it has given Lender written notice of such act or omission and has given Lender either 30 days to cure the default if the default is monetary, or a reasonable time for Lender to cure the default if the default is nonmonetary. Nothing in this Agreement, however, shall be construed as a promise or undertaking by Lender to cure any default of Borrower.

7. Limitation on Lender's Performance. Nothing in this Agreement shall be deemed or construed to be an agreement by Lender to perform any covenant of Borrower as landlord under the Lease. Tenant agrees that if Lender becomes Purchaser, then upon subsequent Transfer of the Property by Lender to a new owner, Lender shall have no further liability under the Lease.

8. Limitation on Liability. No Purchaser who acquires title to the Property shall have any obligation or liability beyond its interest in the Property.

9. Tenant's Covenants. Tenant agrees that during the term of the Lease, without Lender's prior written consent, Tenant shall not:

(a) Pay any rent or additional rent more than one month in advance to any landlord, including Borrower;

(b) Cancel, terminate, or surrender the Lease, except at the normal expiration of the Lease term or as provided in Section 6 above;

(c) Enter into any amendment, modification, or other agreement relating to the Lease; or

(d) Assign or sublet any portion of the Lease or the Premises, except as expressly permitted in the Lease.

10. Lender Not Obligated. Lender, if it becomes Purchaser or if it takes possession under the Deed of Trust, and any other Purchaser shall not be (a) liable for any damages or other relief attributable to any act or omission of any prior landlord under the Lease, including Borrower; (b) subject to any offset or defense not specifically provided for in the Lease that Tenant may have against any prior landlord under the Lease; (c) bound by any prepayment by Tenant of more than one month's installment of rent; (d) obligated for any security deposit not actually delivered to Purchaser; or (e) bound by any modification or amendment of or to the Lease unless the amendment or modification shall have been approved in writing by Lender.

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11.1. True and Complete Lease. Tenant represents and warrants to Lender that Exhibit A accurately identifies the Lease and all amendments, supplements, side letters, and other agreements and memoranda pertaining to the Lease, the leasehold, or the Premises.

11.2. [Removed]

11.3. No Default. As of the date of this Agreement, Tenant represents and warrants that to the best of Tenant's knowledge there exist no events of default, or events that with notice or the passage of time or both would be events of default, under the Lease, on either Tenant's or Borrower's part, nor is there any right of offset against any of Tenant's obligations under the Lease. Tenant represents and warrants that the Lease is in full force and effect as of the date of this Agreement.

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the ordinary and commercially reasonable course of Tenant's business in compliance with all applicable laws. Except for such legal and commercially reasonable use by Tenant, Tenant has no actual knowledge that any Hazardous Substance is present, or has been used, generated, released, discharged, stored, or disposed of by any party, on, under, in, or about the Property. As used in this Agreement, "Hazardous Substance" means any substance, material, or waste (including petroleum and petroleum products) that is designated, classified, or regulated as being "toxic," "hazardous," or a "pollutant," or that is similarly designated, classified, or regulated under any federal, state, or local law, regulation, or ordinance.

12. Integration; etc. This Agreement integrates all of the terms and conditions of the parties' agreement regarding the subordination of the Lease to the Loan Documents, attornment, nondisturbance, and the other matters contained in this Agreement. This Agreement supersedes and cancels all oral negotiations and prior and other writings with respect to (a) such subordination (only to such extent, however, as would affect the priority between the Lease and the Loan Documents), including any provisions of the Lease that provide for the subordination of the Lease to a deed of trust or to a mortgage and (b) such attornment, nondisturbance, and other matters contained in this Agreement. If there is any conflict between the terms, conditions, and provisions of this Agreement and those of any other agreement or instrument, including the Lease, the terms, conditions, and provisions of this Agreement shall prevail. This Agreement may not be modified or amended except by a written agreement signed by the parties or their respective successors in interest. This Agreement may be executed in counterparts, each of which is an original, but all of which shall constitute one and the same instrument.

13. Notices. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier, or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Any party may change addresses for notices by notice to all other parties in accordance with this Section. Service of any notice on any one Borrower shall be effective service on Borrower for all purposes.

If to Lender:	WE Alliance Secured Income Fund, LLC c/o Socotra Capital, 2208 29th Street, Suite 100 Sacramento, CA 95817
If to Borrower:	KS Mattson Partners, LP PO Box 5490 Vacaville CA 95696
If to Tenant:	Travelmasters, Inc. DBA Goldrush Getaways 8350 Auburn Blvd, Suite 200 A, Citrus Heights, CA 95610

14. Attorneys' Fees. If any lawsuit, judicial reference, or arbitration that arises out of or relates to this Agreement is commenced, the prevailing party shall be entitled to recover from each other party such sums as the court, referee, or arbitrator may adjudge to be reasonable attorneys' fees, including the costs for any legal services by in-house counsel, in addition to costs and expenses otherwise allowed by law.

15. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California, without regard to the choice of law rules of that state. This Agreement satisfies any condition or requirement in the Lease relating to the granting of a nondisturbance agreement by Lender. As used in this Agreement, the word "include" means "include, without limitation," and the word "including" means "including, but not limited to." Lender, at its sole discretion, may, but shall not be obligated to, record this Agreement.

16. Arbitration; Judicial Reference. Lender and Borrower have agreed in the Loan Agreement that any dispute shall be

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resolved by arbitration or judicial reference. Therefore, any controversy or claim between or among the parties to this Agreement (including Tenant) that arises out of or relates to this Agreement, including any claim based on or arising from an alleged tort, also shall be determined by arbitration or judicial reference as set forth below.

16.1. Judicial Reference. In any judicial action between or among the parties, including any action or cause of action arising out of or relating to this Agreement or based on or arising from an alleged tort, all decisions of fact and law shall be referred, at the request of any party, to a referee in accordance with Code Civ. Proc. §§ 638 et seq. The parties shall designate to the court a referee or referees selected under the auspices of the American Arbitration Association ("AAA") in the same manner as arbitrators are selected in AAA-sponsored proceedings. The presiding referee of the panel, or the referee if there is a single referee, shall be an active attorney or retired judge. Judgment upon the award rendered by such referee or referees shall be entered in the court if such proceeding was commenced in accordance with Code Civ. Proc. §§ 644 and 645.

16.2. Mandatory Arbitration. After the Lender's Deed of Trust has been released, fully reconveyed, or extinguished, any controversy or claim between or among the parties, including those arising out of or relating to this Agreement or any claim based on or arising from an alleged tort, shall be determined at the request of any party by arbitration. The arbitration shall be conducted in accordance with the Federal Arbitration Act (9 U.S.C.A. §§ 1 et seq.), notwithstanding any choice of law provision in this Agreement, and under the Commercial Rules of the AAA. The arbitrator shall give effect to statutes of limitation in determining any claim. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator. Judgment upon the arbitration award may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

16.3. Real Property Collateral. Notwithstanding the provisions of Subsection (b), no controversy or claim shall be submitted to arbitration without the consent of all parties if, at the time of the proposed submission, any obligation of Borrower to Lender is secured by real property collateral. If all parties do not consent to submission of such a controversy or claim to arbitration, the controversy or claim shall be determined by judicial reference as provided in Subsection (a).

16.4. Provisional Remedies, Self-Help and Foreclosure. No provision of this Section shall limit the right of any party to this Agreement to exercise self-help remedies, such as setoff, foreclosure against, or sale of any real or personal property collateral or security, or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration or other proceeding. The exercise of a remedy does not waive the right of a party to resort to arbitration or reference. At Lender's option, foreclosure under a deed of trust or mortgage may be accomplished either by exercise of power of sale under the deed of trust or mortgage or by judicial foreclosure.

16.5. Right to Summary Proceedings. The parties agree that this Section 16 shall not prohibit or limit summary proceedings to obtain possession of real property pursuant to Code Civ. Proc. §§ 1159 et seq., or any similar law, statute, or ordinance now or hereafter in effect.

NOTICE: THIS AGREEMENT CONTAINS A PROVISION THAT ALLOWS THE PERSON OBLIGATED ON YOUR LEASE TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR PURPOSES OTHER THAN IMPROVEMENT OF THE PROPERTY.

[Signature Page Follows]

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BORROWER:
KS Mattson Partners, LP, a California Limited Partnership
By: The K S Mattson Company, LLC, a California limited liability company

By: _____
Name: Kenneth W. Mattson
Its: Initial and Sole Manager

LENDER:
WE Alliance Secured Income Fund, LLC

_____
By: Terry Wheeler
Its: Managing Member

TENANT:
Travelmasters, Inc. DBA Goldrush Getaways

Signed in Counterpart
_____
By:
Its:

BORROWER:
KS Mattson Partners, LP, a California Limited Partnership
By: The K S Mattson Company, LLC, a California limited liability company

By: Signed in Counterpart
Name: Kenneth W. Mattson
Its: Initial and Sole Manager

LENDER:
WE Alliance Secured Income Fund, LLC
Signed in Counterpart
By: Terry Wheeler
Its: Managing Member

TENANT:
Travelmasters, Inc. DBA Goldrush Getaways

By: Jeff Oestreich
Its: President

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 Sacramento

On June 1, 2023

before me, Deana Curtis a Notary Public, personally appeared

Kenneth W. Mattson

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

DEANA CURTIS
Comm. # 2294678
Notary Public-California
Sacramento County
My Comm. Expires July 21, 2023

(This area for official notarial seal)

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)

) ss.

COUNTY OF Placer)

On May 26, 2023 before me, Cris Bryant Notary Public, personally appeared TERRY WHEELER, 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 Cris Bryant

CRIS BRYANT
Notary Public - California
Placer County
Commission # 2323090
My Comm. Expires Sep 14, 2023

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)

) ss.

COUNTY OF Sacramento)

On May 30th, 2023 before me, Maria Banele Duenas Notary Public personally appeared Jeffrey A. Oestreich, 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 MBanele Duenas

MARIA BANELE DUENAS
Notary Public - California
Sacramento County
Commission # 2412539
My Comm. Expires Aug 9, 2026

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	202306290810	Fees	$87.00
6/29/2023	4:08:30 PM	Taxes	$0.00
JLP	Electronic	PCOR	$0.00
Titles	3	Paid	$87.00
Pages	10		

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

Socotra Capital, Inc.
2208 29th Street, Suite 100
Sacramento, CA 95817

Property: 8340 Auburn Blvd, Suite 125D
Citrus Heights, CA 95610

[SPACE ABOVE FOR RECORDER'S USE ONLY]

Exempt from fee under GC 27388.1(a)(1):
fee cap of $225 reached

SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT

NOTICE: THIS SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT ("Agreement") is entered into as of May 24, 2023 by and between the following parties:

- **KS Mattson Partners, LP, a California Limited Partnership** ("Borrower" and "Landlord");
- **WE Alliance Secured Income Fund, LLC** ("Lender"); and
- **KWS Construction** ("Tenant").

Recitals

A. Borrower owns certain real property in the County of Sacramento, State of California, located at or about 8340 Auburn Blvd, Suite 125D, Citrus Heights, CA 95610, Assessor's Parcel No. 204-0461-042-0000 (the "Property"). The term "Property" in this Agreement shall include that real property, together with all improvements ("Improvements") located or constructed on it.

B. Lender has made or agreed to make a loan to Borrower (the "Loan"), as provided in a loan agreement (the "Loan Agreement"). The Loan is or will be evidenced by a **"Promissory Note Secured by Deed of Trust"** (the "Note") that is or will be secured by a **"Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement; Request for Notice"** encumbering the Property (the "Deed of Trust"), with an assignment of rents. The Loan Agreement, the Note, the Deed of Trust, this Agreement, and all other documents and instruments identified in the Loan Agreement as "Loan Documents" shall be collectively referred to in this Agreement as the "Loan Documents."

C. Tenant and Borrower or Borrower's predecessor-in-interest entered into a lease dated **August 3, 2004** (referred to herein as the "Lease"), under which Borrower and/or Borrower's predecessors-in-interest leased to Tenant a portion of the Improvements located within the Property, and more particularly described in the Lease (the "Premises").

NO UNRECORDED LEASES LESS THAN 35 YEARS

D. It is a requirement of the Loan that Tenant agree, among other things, to subordinate Tenant's rights under the Lease to the lien of the Loan Documents and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a nondisturbance provision, all as set forth more fully below.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Subordination. The Loan Documents and all supplements, amendments, modifications, renewals, replacements, and extensions of and to them shall unconditionally be and remain at all times a lien on the Property prior and superior to the Lease, to the leasehold estate created by it, and to all rights and privileges of Tenant under it. That Lease and Leasehold estate, together with all rights and privileges of Tenant under that Lease, are hereby unconditionally made subordinate to the lien of the Loan Documents in favor of Lender. Tenant consents to Borrower and Lender entering into the Deed of Trust and the other Loan Documents. Tenant further declares, agrees, and acknowledges that Lender, in making disbursements under the Loan Documents, has no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom they are disbursed by Lender, and any application or use of such proceeds for purposes other than those provided for in the Loan Documents shall not defeat the subordination made in this Agreement, in whole or in part. Borrower/Landlord hereby exercises its option that the Lease and any and all liens or charges created by the Lease are and shall be subordinate to and junior to the lien or charge created by the Deed of Trust securing the Loan.

2. Definitions of "Transfer of the Property" and "Purchaser". As used herein, the term "Transfer of the Property" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale, or other action or proceeding for the enforcement of the Deed of Trust, or by deed in lieu of foreclosure. The term "Purchaser," as used herein, means any transferee, including Lender, of the interest of Borrower as a result of any such Transfer of the Property, and also includes any and all successors and assigns, including Lender, of such transferee.

3. Nondisturbance. The enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the Premises unless at the time of foreclosure Tenant is in default under the Lease or this Agreement and Lender notifies Tenant in writing at or prior to the time of the foreclosure sale that the Lease will be terminated by foreclosure because of such default.

4. Attornment. Subject to Section 3 above, if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Lender if it should become the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants, and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it that may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease.

5. Tenant's Waiver of Option Rights, etc. Notwithstanding Section 3 above, Tenant specifically waives any right, whether arising out of the Lease or otherwise, to exercise any option to:

(a) Purchase the Premises or the Property, or any interest or portion in or of either of them; or

(b) Expand into other space in the Improvements.

6. Notices of Default; Material Notices; Lender's Rights to Cure Default. Tenant shall send a copy of any notice of default or similar statement with respect to the Lease to Lender at the same time such notice or statement is sent to Borrower.

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In the event of any act or omission by Borrower that would give Tenant the right to terminate the Lease or to claim a partial or total eviction, Tenant shall not exercise any such right or make any such claim until it has given Lender written notice of such act or omission and has given Lender either 30 days to cure the default if the default is monetary, or a reasonable time for Lender to cure the default if the default is nonmonetary. Nothing in this Agreement, however, shall be construed as a promise or undertaking by Lender to cure any default of Borrower.

7. Limitation on Lender's Performance. Nothing in this Agreement shall be deemed or construed to be an agreement by Lender to perform any covenant of Borrower as landlord under the Lease. Tenant agrees that if Lender becomes Purchaser, then upon subsequent Transfer of the Property by Lender to a new owner, Lender shall have no further liability under the Lease.

8. Limitation on Liability. No Purchaser who acquires title to the Property shall have any obligation or liability beyond its interest in the Property.

9. Tenant's Covenants. Tenant agrees that during the term of the Lease, without Lender's prior written consent, Tenant shall not:

(a) Pay any rent or additional rent more than one month in advance to any landlord, including Borrower;

(b) Cancel, terminate, or surrender the Lease, except at the normal expiration of the Lease term or as provided in Section 6 above;

(c) Enter into any amendment, modification, or other agreement relating to the Lease; or

(d) Assign or sublet any portion of the Lease or the Premises, except as expressly permitted in the Lease.

10. Lender Not Obligated. Lender, if it becomes Purchaser or if it takes possession under the Deed of Trust, and any other Purchaser shall not be (a) liable for any damages or other relief attributable to any act or omission of any prior landlord under the Lease, including Borrower; (b) subject to any offset or defense not specifically provided for in the Lease that Tenant may have against any prior landlord under the Lease; (c) bound by any prepayment by Tenant of more than one month's installment of rent; (d) obligated for any security deposit not actually delivered to Purchaser; or (e) bound by any modification or amendment of or to the Lease unless the amendment or modification shall have been approved in writing by Lender.

11. Tenant's Estoppel Certificate.

11.1. True and Complete Lease. Tenant represents and warrants to Lender that Exhibit A accurately identifies the Lease and all amendments, supplements, side letters, and other agreements and memoranda pertaining to the Lease, the leasehold, or the Premises.

11.2. [Removed]

11.3. No Default. As of the date of this Agreement, Tenant represents and warrants that to the best of Tenant's knowledge there exist no events of default, or events that with notice or the passage of time or both would be events of default, under the Lease, on either Tenant's or Borrower's part, nor is there any right of offset against any of Tenant's obligations under the Lease. Tenant represents and warrants that the Lease is in full force and effect as of the date of this Agreement.

11.4 Hazardous Substances. Tenant represents and warrants that it has not used, generated, released, discharged, stored, or disposed of any Hazardous Substances on, under, in or about the Property other than Hazardous Substances used in

Case: 24-10715 Doc# 192-17 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 588 of 631

the ordinary and commercially reasonable course of Tenant's business in compliance with all applicable laws. Except for such legal and commercially reasonable use by Tenant, Tenant has no actual knowledge that any Hazardous Substance is present, or has been used, generated, released, discharged, stored, or disposed of by any party, on, under, in, or about the Property. As used in this Agreement, "Hazardous Substance" means any substance, material, or waste (including petroleum and petroleum products) that is designated, classified, or regulated as being "toxic," "hazardous," or a "pollutant," or that is similarly designated, classified, or regulated under any federal, state, or local law, regulation, or ordinance.

12. Integration; etc. This Agreement integrates all of the terms and conditions of the parties' agreement regarding the subordination of the Lease to the Loan Documents, attornment, nondisturbance, and the other matters contained in this Agreement. This Agreement supersedes and cancels all oral negotiations and prior and other writings with respect to (a) such subordination (only to such extent, however, as would affect the priority between the Lease and the Loan Documents), including any provisions of the Lease that provide for the subordination of the Lease to a deed of trust or to a mortgage and (b) such attornment, nondisturbance, and other matters contained in this Agreement. If there is any conflict between the terms, conditions, and provisions of this Agreement and those of any other agreement or instrument, including the Lease, the terms, conditions, and provisions of this Agreement shall prevail. This Agreement may not be modified or amended except by a written agreement signed by the parties or their respective successors in interest. This Agreement may be executed in counterparts, each of which is an original, but all of which shall constitute one and the same instrument.

13. Notices. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier, or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Any party may change addresses for notices by notice to all other parties in accordance with this Section. Service of any notice on any one Borrower shall be effective service on Borrower for all purposes.

If to Lender:	WE Alliance Secured Income Fund, LLC c/o Socotra Capital, 2208 29th Street, Suite 100 Sacramento, CA 95817.
If to Borrower:	KS Mattson Partners, LP PO Box 5490 Vacaville CA 95696
If to Tenant:	KWS Construction 8340 Auburn Blvd, Suite 125D, Citrus Heights, CA 95610

14. Attorneys' Fees. If any lawsuit, judicial reference, or arbitration that arises out of or relates to this Agreement is commenced, the prevailing party shall be entitled to recover from each other party such sums as the court, referee, or arbitrator may adjudge to be reasonable attorneys' fees, including the costs for any legal services by in-house counsel, in addition to costs and expenses otherwise allowed by law.

15. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California, without regard to the choice of law rules of that state. This Agreement satisfies any condition or requirement in the Lease relating to the granting of a nondisturbance agreement by Lender. As used in this Agreement, the word "include" means "include, without limitation," and the word "including" means "including, but not limited to." Lender, at its sole discretion, may, but shall not be obligated to, record this Agreement.

16. Arbitration; Judicial Reference. Lender and Borrower have agreed in the Loan Agreement that any dispute shall be

Case: 24-10715 Doc# 192-17 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 589 of 631

resolved by arbitration or judicial reference. Therefore, any controversy or claim between or among the parties to this Agreement (including Tenant) that arises out of or relates to this Agreement, including any claim based on or arising from an alleged tort, also shall be determined by arbitration or judicial reference as set forth below.

16.1. Judicial Reference. In any judicial action between or among the parties, including any action or cause of action arising out of or relating to this Agreement or based on or arising from an alleged tort, all decisions of fact and law shall be referred, at the request of any party, to a referee in accordance with Code Civ. Proc. §§ 638 et seq. The parties shall designate to the court a referee or referees selected under the auspices of the American Arbitration Association ("AAA") in the same manner as arbitrators are selected in AAA-sponsored proceedings. The presiding referee of the panel, or the referee if there is a single referee, shall be an active attorney or retired judge. Judgment upon the award rendered by such referee or referees shall be entered in the court if such proceeding was commenced in accordance with Code Civ. Proc. §§ 644 and 645.

16.2. Mandatory Arbitration. After the Lender's Deed of Trust has been released, fully reconveyed, or extinguished, any controversy or claim between or among the parties, including those arising out of or relating to this Agreement or any claim based on or arising from an alleged tort, shall be determined at the request of any party by arbitration. The arbitration shall be conducted in accordance with the Federal Arbitration Act (9 U.S.C.A. §§ 1 et seq.), notwithstanding any choice of law provision in this Agreement, and under the Commercial Rules of the AAA. The arbitrator shall give effect to statutes of limitation in determining any claim. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator. Judgment upon the arbitration award may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

16.3. Real Property Collateral. Notwithstanding the provisions of Subsection (b), no controversy or claim shall be submitted to arbitration without the consent of all parties if, at the time of the proposed submission, any obligation of Borrower to Lender is secured by real property collateral. If all parties do not consent to submission of such a controversy or claim to arbitration, the controversy or claim shall be determined by judicial reference as provided in Subsection (a).

16.4. Provisional Remedies, Self-Help and Foreclosure. No provision of this Section shall limit the right of any party to this Agreement to exercise self-help remedies, such as setoff, foreclosure against, or sale of any real or personal property collateral or security, or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration or other proceeding. The exercise of a remedy does not waive the right of a party to resort to arbitration or reference. At Lender's option, foreclosure under a deed of trust or mortgage may be accomplished either by exercise of power of sale under the deed of trust or mortgage or by judicial foreclosure.

16.5. Right to Summary Proceedings. The parties agree that this Section 16 shall not prohibit or limit summary proceedings to obtain possession of real property pursuant to Code Civ. Proc. §§ 1159 et seq., or any similar law, statute, or ordinance now or hereafter in effect.

NOTICE: THIS AGREEMENT CONTAINS A PROVISION THAT ALLOWS THE PERSON OBLIGATED ON YOUR LEASE TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR PURPOSES OTHER THAN IMPROVEMENT OF THE PROPERTY.

[Signature Page Follows]

Case: 24-10715 Doc# 192-17 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 590 of 631

BORROWER:
KS Mattson Partners, LP, a California Limited Partnership
By: The K S Mattson Company, L.L.C, a California limited liability company

By: _____
Name: Kenneth W. Mattson
Its: Initial and Sole Manager

LENDER:
WE Alliance Secured Income Fund, LLC

_____
By: Terry Wheeler
Its: Managing Member

TENANT:
KWS Construction

Signed in Counterpart

_____
By:
Its:

BORROWER:
KS Mattson Partners, LP, a California Limited Partnership
By: The K S Mattson Company, LLC, a California limited liability company

By: Signed in Counterpart
Name: Kenneth W. Mattson
Its: Initial and Sole Manager

LENDER:
WE Alliance Secured Income Fund, LLC
Signed in Counterpart
By: Terry Wheeler
Its: Managing Member

TENANT:
KWS Construction

By: Kamila Stachniuk
Its: Partner

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 Sacramento

On June 1, 2023

before me, Deana Curtis a Notary Public, personally appeared

Kenneth W. Mattson

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 _____

DEANA CURTIS
Comm. # 2294678
Notary Public-California
Sacramento County
My Comm. Expires July 21, 2023

(This area for official notarial seal)

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)

) ss.

COUNTY OF Placer)

On MAY 24 2023 before me, CRIS BRYANT NOTARY PUBLIC, personally appeared TERRY WHEELER, 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 Cris Bryant

CRIS BRYANT
Notary Public - California
Placer County
Commission # 2305090
My Comm. Expires Sep 14, 2023

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)

) **ss.**

COUNTY OF Sacramento

On 14 June, 2025 before me, Alexandria N. Green (Notary Public), personally appeared Kamila Stachniuk, 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 Alexandria N. Green

ALEXANDRIA N. GREEN
COMM. # 2355483
NOTARY PUBLIC-CALIFORNIA
SACRAMENTO COUNTY
My Comm. Expires APR. 24, 2025

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	202306290811	Fees	$87.00
6/29/2023	4:08:31 PM	Taxes	$0.00
JLP	Electronic	PCOR	$0.00
Titles	3	Paid	$87.00
Pages	10		

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

Socotra Capital, Inc.
2208 29th Street, Suite 100
Sacramento, CA 95817

Property: 8340 Auburn Blvd, Suite 150
Citrus Heights, CA 95610

[SPACE ABOVE FOR RECORDER'S USE ONLY]

Exempt from fee under GC 27388.1(a)(1);
fee cap of $225 reached

SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT

NOTICE: THIS SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT ("Agreement") is entered into as of May 24, 2023 by and between the following parties:

- **KS Mattson Partners, LP, a California Limited Partnership** ("Borrower" and "Landlord");
- **WE Alliance Secured Income Fund, LLC** ("Lender"); and
- ~~**David H. Sanders and**~~ **Jean Neill** ("Tenant").

Recitals

A. Borrower owns certain real property in the County of Sacramento, State of California, located at or about 8340 Auburn Blvd, Suite 135, Citrus Heights, CA 95610, Assessor's Parcel No. 204-0461-042-0000 (the "Property"). The term "Property" in this Agreement shall include that real property, together with all improvements ("Improvements") located or constructed on it.

B. Lender has made or agreed to make a loan to Borrower (the "Loan"), as provided in a loan agreement (the "Loan Agreement"). The Loan is or will be evidenced by a **"Promissory Note Secured by Deed of Trust"** (the "Note") that is or will be secured by a **"Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement; Request for Notice"** encumbering the Property (the "Deed of Trust"), with an assignment of rents. The Loan Agreement, the Note, the Deed of Trust, this Agreement, and all other documents and instruments identified in the Loan Agreement as "Loan Documents" shall be collectively referred to in this Agreement as the "Loan Documents."

C. Tenant and Borrower or Borrower's predecessor-in-interest entered into a lease dated **December 22, 1994** (referred to herein as the "Lease"), under which Borrower and/or Borrower's predecessors-in-interest leased to Tenant a portion of the Improvements located within the Property, and more particularly described in the Lease (the "Premises").

NO UNRECORDED LEASES LESS THAN 35 YEARS

D. It is a requirement of the Loan that Tenant agree, among other things, to subordinate Tenant's rights under the Lease to the lien of the Loan Documents and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a nondisturbance provision, all as set forth more fully below.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Subordination. The Loan Documents and all supplements, amendments, modifications, renewals, replacements, and extensions of and to them shall unconditionally be and remain at all times a lien on the Property prior and superior to the Lease, to the leasehold estate created by it, and to all rights and privileges of Tenant under it. That Lease and Leasehold estate, together with all rights and privileges of Tenant under that Lease, are hereby unconditionally made subordinate to the lien of the Loan Documents in favor of Lender. Tenant consents to Borrower and Lender entering into the Deed of Trust and the other Loan Documents. Tenant further declares, agrees, and acknowledges that Lender, in making disbursements under the Loan Documents, has no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom they are disbursed by Lender, and any application or use of such proceeds for purposes other than those provided for in the Loan Documents shall not defeat the subordination made in this Agreement, in whole or in part. Borrower/Landlord hereby exercises its option that the Lease and any and all liens or charges created by the Lease are and shall be subordinate to and junior to the lien or charge created by the Deed of Trust securing the Loan.

2. Definitions of "Transfer of the Property" and "Purchaser". As used herein, the term "Transfer of the Property" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale, or other action or proceeding for the enforcement of the Deed of Trust, or by deed in lieu of foreclosure. The term "Purchaser," as used herein, means any transferee, including Lender, of the interest of Borrower as a result of any such Transfer of the Property, and also includes any and all successors and assigns, including Lender, of such transferee.

3. Nondisturbance. The enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the Premises unless at the time of foreclosure Tenant is in default under the Lease or this Agreement and Lender notifies Tenant in writing at or prior to the time of the foreclosure sale that the Lease will be terminated by foreclosure because of such default.

4. Attornment. Subject to Section 3 above, if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Lender if it should become the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants, and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it that may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease.

5. Tenant's Waiver of Option Rights, etc. Notwithstanding Section 3 above, Tenant specifically waives any right, whether arising out of the Lease or otherwise, to exercise any option to:

(a) Purchase the Premises or the Property, or any interest or portion in or of either of them; or

(b) Expand into other space in the Improvements.

6. Notices of Default; Material Notices; Lender's Rights to Cure Default. Tenant shall send a copy of any notice of default or similar statement with respect to the Lease to Lender at the same time such notice or statement is sent to Borrower.

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In the event of any act or omission by Borrower that would give Tenant the right to terminate the Lease or to claim a partial or total eviction, Tenant shall not exercise any such right or make any such claim until it has given Lender written notice of such act or omission and has given Lender either 30 days to cure the default if the default is monetary, or a reasonable time for Lender to cure the default if the default is nonmonetary. Nothing in this Agreement, however, shall be construed as a promise or undertaking by Lender to cure any default of Borrower.

7. Limitation on Lender's Performance. Nothing in this Agreement shall be deemed or construed to be an agreement by Lender to perform any covenant of Borrower as landlord under the Lease. Tenant agrees that if Lender becomes Purchaser, then upon subsequent Transfer of the Property by Lender to a new owner, Lender shall have no further liability under the Lease.

8. Limitation on Liability. No Purchaser who acquires title to the Property shall have any obligation or liability beyond its interest in the Property.

9. Tenant's Covenants. Tenant agrees that during the term of the Lease, without Lender's prior written consent, Tenant shall not:

(a) Pay any rent or additional rent more than one month in advance to any landlord, including Borrower;

(b) Cancel, terminate, or surrender the Lease, except at the normal expiration of the Lease term or as provided in Section 6 above;

(c) Enter into any amendment, modification, or other agreement relating to the Lease; or

(d) Assign or sublet any portion of the Lease or the Premises, except as expressly permitted in the Lease.

10. Lender Not Obligated. Lender, if it becomes Purchaser or if it takes possession under the Deed of Trust, and any other Purchaser shall not be (a) liable for any damages or other relief attributable to any act or omission of any prior landlord under the Lease, including Borrower; (b) subject to any offset or defense not specifically provided for in the Lease that Tenant may have against any prior landlord under the Lease; (c) bound by any prepayment by Tenant of more than one month's installment of rent; (d) obligated for any security deposit not actually delivered to Purchaser; or (e) bound by any modification or amendment of or to the Lease unless the amendment or modification shall have been approved in writing by Lender.

11. Tenant's Estoppel Certificate.

11.1. True and Complete Lease. Tenant represents and warrants to Lender that Exhibit A accurately identifies the Lease and all amendments, supplements, side letters, and other agreements and memoranda pertaining to the Lease, the leasehold, or the Premises.

11.2. [Removed]

11.3. No Default. As of the date of this Agreement, Tenant represents and warrants that to the best of Tenant's knowledge there exist no events of default, or events that with notice or the passage of time or both would be events of default, under the Lease, on either Tenant's or Borrower's part, nor is there any right of offset against any of Tenant's obligations under the Lease. Tenant represents and warrants that the Lease is in full force and effect as of the date of this Agreement.

11.4 Hazardous Substances. Tenant represents and warrants that it has not used, generated, released, discharged, stored, or disposed of any Hazardous Substances on, under, in or about the Property other than Hazardous Substances used in

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the ordinary and commercially reasonable course of Tenant's business in compliance with all applicable laws. Except for such legal and commercially reasonable use by Tenant, Tenant has no actual knowledge that any Hazardous Substance is present, or has been used, generated, released, discharged, stored, or disposed of by any party, on, under, in, or about the Property. As used in this Agreement, "Hazardous Substance" means any substance, material, or waste (including petroleum and petroleum products) that is designated, classified, or regulated as being "toxic," "hazardous," or a "pollutant," or that is similarly designated, classified, or regulated under any federal, state, or local law, regulation, or ordinance.

12. Integration; etc. This Agreement integrates all of the terms and conditions of the parties' agreement regarding the subordination of the Lease to the Loan Documents, attornment, nondisturbance, and the other matters contained in this Agreement. This Agreement supersedes and cancels all oral negotiations and prior and other writings with respect to (a) such subordination (only to such extent, however, as would affect the priority between the Lease and the Loan Documents), including any provisions of the Lease that provide for the subordination of the Lease to a deed of trust or to a mortgage and (b) such attornment, nondisturbance, and other matters contained in this Agreement. If there is any conflict between the terms, conditions, and provisions of this Agreement and those of any other agreement or instrument, including the Lease, the terms, conditions, and provisions of this Agreement shall prevail. This Agreement may not be modified or amended except by a written agreement signed by the parties or their respective successors in interest. This Agreement may be executed in counterparts, each of which is an original, but all of which shall constitute one and the same instrument.

13. Notices. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier, or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Any party may change addresses for notices by notice to all other parties in accordance with this Section. Service of any notice on any one Borrower shall be effective service on Borrower for all purposes.

If to Lender:	WE Alliance Secured Income Fund, LLC c/o Socotra Capital, 2208 29th Street, Suite 100 Sacramento, CA 95817.
If to Borrower:	KS Mattson Partners, LP PO Box 5490 Vacaville CA 95696
If to Tenant:	~~David H. Sanders and~~ Jean Neill 8340 Auburn Blvd, Suite 150, Citrus Heights, CA 95610

14. Attorneys' Fees. If any lawsuit, judicial reference, or arbitration that arises out of or relates to this Agreement is commenced, the prevailing party shall be entitled to recover from each other party such sums as the court, referee, or arbitrator may adjudge to be reasonable attorneys' fees, including the costs for any legal services by in-house counsel, in addition to costs and expenses otherwise allowed by law.

15. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California, without regard to the choice of law rules of that state. This Agreement satisfies any condition or requirement in the Lease relating to the granting of a nondisturbance agreement by Lender. As used in this Agreement, the word "include" means "include, without limitation," and the word "including" means "including, but not limited to." Lender, at its sole discretion, may, but shall not be obligated to, record this Agreement.

16. Arbitration; Judicial Reference. Lender and Borrower have agreed in the Loan Agreement that any dispute shall be

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resolved by arbitration or judicial reference. Therefore, any controversy or claim between or among the parties to this Agreement (including Tenant) that arises out of or relates to this Agreement, including any claim based on or arising from an alleged tort, also shall be determined by arbitration or judicial reference as set forth below.

16.1. Judicial Reference. In any judicial action between or among the parties, including any action or cause of action arising out of or relating to this Agreement or based on or arising from an alleged tort, all decisions of fact and law shall be referred, at the request of any party, to a referee in accordance with Code Civ. Proc. §§ 638 et seq. The parties shall designate to the court a referee or referees selected under the auspices of the American Arbitration Association ("AAA") in the same manner as arbitrators are selected in AAA-sponsored proceedings. The presiding referee of the panel, or the referee if there is a single referee, shall be an active attorney or retired judge. Judgment upon the award rendered by such referee or referees shall be entered in the court if such proceeding was commenced in accordance with Code Civ. Proc. §§ 644 and 645.

16.2. Mandatory Arbitration. After the Lender's Deed of Trust has been released, fully reconveyed, or extinguished, any controversy or claim between or among the parties, including those arising out of or relating to this Agreement or any claim based on or arising from an alleged tort, shall be determined at the request of any party by arbitration. The arbitration shall be conducted in accordance with the Federal Arbitration Act (9 U.S.C.A. §§ 1 et seq.), notwithstanding any choice of law provision in this Agreement, and under the Commercial Rules of the AAA. The arbitrator shall give effect to statutes of limitation in determining any claim. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator. Judgment upon the arbitration award may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

16.3. Real Property Collateral. Notwithstanding the provisions of Subsection (b), no controversy or claim shall be submitted to arbitration without the consent of all parties if, at the time of the proposed submission, any obligation of Borrower to Lender is secured by real property collateral. If all parties do not consent to submission of such a controversy or claim to arbitration, the controversy or claim shall be determined by judicial reference as provided in Subsection (a).

16.4. Provisional Remedies, Self-Help and Foreclosure. No provision of this Section shall limit the right of any party to this Agreement to exercise self-help remedies, such as setoff, foreclosure against, or sale of any real or personal property collateral or security, or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration or other proceeding. The exercise of a remedy does not waive the right of a party to resort to arbitration or reference. At Lender's option, foreclosure under a deed of trust or mortgage may be accomplished either by exercise of power of sale under the deed of trust or mortgage or by judicial foreclosure.

16.5. Right to Summary Proceedings. The parties agree that this Section 16 shall not prohibit or limit summary proceedings to obtain possession of real property pursuant to Code Civ. Proc. §§ 1159 et seq., or any similar law, statute, or ordinance now or hereafter in effect.

NOTICE: THIS AGREEMENT CONTAINS A PROVISION THAT ALLOWS THE PERSON OBLIGATED ON YOUR LEASE TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR PURPOSES OTHER THAN IMPROVEMENT OF THE PROPERTY.

[Signature Page Follows]

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BORROWER:
KS Mattson Partners, LP, a California Limited Partnership
By: The K S Mattson Company, LLC, a California limited liability company

By:
Name: Kenneth W. Mattson
Its: Initial and Sole Manager

LENDER:
WE Alliance Secured Income Fund, LLC

By: Terry Wheeler
Its: Managing Member

TENANT:
Signed in Counterpart

David H. Sanders
Signed in Counterpart

Jean Neill

BORROWER:
KS Mattson Partners, LP, a California Limited Partnership
By: The K S Mattson Company, LLC, a California limited liability company

By: Signed in Counterpart
Name: Kenneth W. Mattson
Its: Initial and Sole Manager

LENDER:
WE Alliance Secured Income Fund, LLC

Signed in Counterpart

By: Terry Wheeler
Its: Managing Member

TENANT:

N/A

~~**David H. Sanders**~~

Jean Neill

Jean Neill

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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 Sacramento

On June 1, 2023

before me, Deana Curtis a Notary Public, personally appeared

Kenneth W. Mattson

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

DEANA CURTIS
Comm. # 2294678
Notary Public-California
Sacramento County
My Comm. Expires July 21, 2023

(This area for official notarial seal)

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)

) ss.

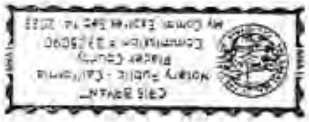
COUNTY OF Placer)

On May 26, 2023 before me, Cris Bryant, Notary Public, personally appeared TERRY WHEELER, 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 Cris Bryant





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)

) ss.

COUNTY OF Placer)

On May 30 2023, 20 23 before me, Bill McGrath Notary Public, personally appeared Jean Neill, 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 Bill McGrath

BILL MCGRATH
Notary Public - California
Placer County
Commission # 2299849
My Comm. Expires Aug 2, 2023

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	202306290812	Fees	$87.00
6/29/2023	4:08:32 PM	Taxes	$0.00
JLP	Electronic	PCOR	$0.00
Titles	3	Paid	$87.00
Pages	10		

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

Socotra Capital, Inc.
2208 29th Street, Suite 100
Sacramento, CA 95817

Property: 8350 Auburn Blvd, Suite 140
Citrus Heights, CA 95610

[SPACE ABOVE FOR RECORDER'S USE ONLY]

Exempt from fee under GC 27388.1(a)(1); fee cap of $225 reached

SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT

NOTICE: THIS SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT ("Agreement") is entered into as of May 24, 2023 by and between the following parties:

- **KS Mattson Partners, LP, a California Limited Partnership** ("Borrower" and "Landlord");
- **WE Alliance Secured Income Fund, LLC** ("Lender"); and
- **Susan Swetland DBA Farmers Insurance Agency: Office of Susan Swetland** ("Tenant").

Recitals

A. Borrower owns certain real property in the County of Sacramento, State of California, located at or about 8350 Auburn Blvd, Suite 140, Citrus Heights, CA 95610, Assessor's Parcel No. 204-0461-042-0000 (the "Property"). The term "Property" in this Agreement shall include that real property, together with all improvements ("Improvements") located or constructed on it.

B. Lender has made or agreed to make a loan to Borrower (the "Loan"), as provided in a loan agreement (the "Loan Agreement"). The Loan is or will be evidenced by a **"Promissory Note Secured by Deed of Trust"** (the "Note") that is or will be secured by a **"Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement; Request for Notice"** encumbering the Property (the "Deed of Trust"), with an assignment of rents. The Loan Agreement, the Note, the Deed of Trust, this Agreement, and all other documents and instruments identified in the Loan Agreement as "Loan Documents" shall be collectively referred to in this Agreement as the "Loan Documents."

C. Tenant and Borrower or Borrower's predecessor-in-interest entered into a lease dated **December 1, 2021** (referred to herein as the "Lease"), under which Borrower and/or Borrower's predecessors-in-interest leased to Tenant a portion of the Improvements located within the Property, and more particularly described in the Lease (the "Premises")

NO UNRECORDED LEASES LESS THAN 35 YEARS

D. It is a requirement of the Loan that Tenant agree, among other things, to subordinate Tenant's rights under the Lease to the lien of the Loan Documents and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a nondisturbance provision, all as set forth more fully below.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Subordination. The Loan Documents and all supplements, amendments, modifications, renewals, replacements, and extensions of and to them shall unconditionally be and remain at all times a lien on the Property prior and superior to the Lease, to the leasehold estate created by it, and to all rights and privileges of Tenant under it. That Lease and Leasehold estate, together with all rights and privileges of Tenant under that Lease, are hereby unconditionally made subordinate to the lien of the Loan Documents in favor of Lender. Tenant consents to Borrower and Lender entering into the Deed of Trust and the other Loan Documents. Tenant further declares, agrees, and acknowledges that Lender, in making disbursements under the Loan Documents, has no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom they are disbursed by Lender, and any application or use of such proceeds for purposes other than those provided for in the Loan Documents shall not defeat the subordination made in this Agreement, in whole or in part. Borrower/Landlord hereby exercises its option that the Lease and any and all liens or charges created by the Lease are and shall be subordinate to and junior to the lien or charge created by the Deed of Trust securing the Loan.

2. Definitions of "Transfer of the Property" and "Purchaser". As used herein, the term "Transfer of the Property" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale, or other action or proceeding for the enforcement of the Deed of Trust, or by deed in lieu of foreclosure. The term "Purchaser," as used herein, means any transferee, including Lender, of the interest of Borrower as a result of any such Transfer of the Property, and also includes any and all successors and assigns, including Lender, of such transferee.

3. Nondisturbance. The enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the Premises unless at the time of foreclosure Tenant is in default under the Lease or this Agreement and Lender notifies Tenant in writing at or prior to the time of the foreclosure sale that the Lease will be terminated by foreclosure because of such default.

4. Attornment. Subject to Section 3 above, if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Lender if it should become the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants, and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it that may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease.

5. Tenant's Waiver of Option Rights, etc. Notwithstanding Section 3 above, Tenant specifically waives any right, whether arising out of the Lease or otherwise, to exercise any option to:

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In the event of any act or omission by Borrower that would give Tenant the right to terminate the Lease or to claim a partial or total eviction, Tenant shall not exercise any such right or make any such claim until it has given Lender written notice of such act or omission and has given Lender either 30 days to cure the default if the default is monetary, or a reasonable time for Lender to cure the default if the default is nonmonetary. Nothing in this Agreement, however, shall be construed as a promise or undertaking by Lender to cure any default of Borrower.

7. Limitation on Lender's Performance. Nothing in this Agreement shall be deemed or construed to be an agreement by Lender to perform any covenant of Borrower as landlord under the Lease. Tenant agrees that if Lender becomes Purchaser, then upon subsequent Transfer of the Property by Lender to a new owner, Lender shall have no further liability under the Lease.

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(a) Pay any rent or additional rent more than one month in advance to any landlord, including Borrower;

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(c) Enter into any amendment, modification, or other agreement relating to the Lease; or

(d) Assign or sublet any portion of the Lease or the Premises, except as expressly permitted in the Lease.

10. Lender Not Obligated. Lender, if it becomes Purchaser or if it takes possession under the Deed of Trust, and any other Purchaser shall not be (a) liable for any damages or other relief attributable to any act or omission of any prior landlord under the Lease, including Borrower; (b) subject to any offset or defense not specifically provided for in the Lease that Tenant may have against any prior landlord under the Lease; (c) bound by any prepayment by Tenant of more than one month's installment of rent; (d) obligated for any security deposit not actually delivered to Purchaser; or (e) bound by any modification or amendment of or to the Lease unless the amendment or modification shall have been approved in writing by Lender.

11. Tenant's Estoppel Certificate.

11.1. True and Complete Lease. Tenant represents and warrants to Lender that Exhibit A accurately identifies the Lease and all amendments, supplements, side letters, and other agreements and memoranda pertaining to the Lease, the leasehold, or the Premises.

11.2. [Removed]

11.3. No Default. As of the date of this Agreement, Tenant represents and warrants that to the best of Tenant's knowledge there exist no events of default, or events that with notice or the passage of time or both would be events of default, under the Lease, on either Tenant's or Borrower's part, nor is there any right of offset against any of Tenant's obligations under the Lease. Tenant represents and warrants that the Lease is in full force and effect as of the date of this Agreement.

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the ordinary and commercially reasonable course of Tenant's business in compliance with all applicable laws. Except for such legal and commercially reasonable use by Tenant, Tenant has no actual knowledge that any Hazardous Substance is present, or has been used, generated, released, discharged, stored, or disposed of by any party, on, under, in, or about the Property. As used in this Agreement, "Hazardous Substance" means any substance, material, or waste (including petroleum and petroleum products) that is designated, classified, or regulated as being "toxic," "hazardous," or a "pollutant," or that is similarly designated, classified, or regulated under any federal, state, or local law, regulation, or ordinance.

12. Integration; etc. This Agreement integrates all of the terms and conditions of the parties' agreement regarding the subordination of the Lease to the Loan Documents, attornment, nondisturbance, and the other matters contained in this Agreement. This Agreement supersedes and cancels all oral negotiations and prior and other writings with respect to (a) such subordination (only to such extent, however, as would affect the priority between the Lease and the Loan Documents), including any provisions of the Lease that provide for the subordination of the Lease to a deed of trust or to a mortgage and (b) such attornment, nondisturbance, and other matters contained in this Agreement. If there is any conflict between the terms, conditions, and provisions of this Agreement and those of any other agreement or instrument, including the Lease, the terms, conditions, and provisions of this Agreement shall prevail. This Agreement may not be modified or amended except by a written agreement signed by the parties or their respective successors in interest. This Agreement may be executed in counterparts, each of which is an original, but all of which shall constitute one and the same instrument.

13. Notices. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier, or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Any party may change addresses for notices by notice to all other parties in accordance with this Section. Service of any notice on any one Borrower shall be effective service on Borrower for all purposes.

If to Lender:	WE Alliance Secured Income Fund, LLC c/o Socotra Capital, 2208 29th Street, Suite 100 Sacramento, CA 95817.
If to Borrower:	KS Mattson Partners, LP PO Box 5490 Vacaville CA 95696
If to Tenant:	Susan Swetland DBA Farmers Insurance Agency: Office of Susan Swetland 8350 Auburn Blvd, Suite 140, Citrus Heights, CA 95610

14. Attorneys' Fees. If any lawsuit, judicial reference, or arbitration that arises out of or relates to this Agreement is commenced, the prevailing party shall be entitled to recover from each other party such sums as the court, referee, or arbitrator may adjudge to be reasonable attorneys' fees, including the costs for any legal services by in-house counsel, in addition to costs and expenses otherwise allowed by law.

15. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California, without regard to the choice of law rules of that state. This Agreement satisfies any condition or requirement in the Lease relating to the granting of a nondisturbance agreement by Lender. As used in this Agreement, the word "include" means "include, without limitation," and the word "including" means "including, but not limited to." Lender, at its sole discretion, may, but shall not be obligated to, record this Agreement.

16. Arbitration; Judicial Reference. Lender and Borrower have agreed in the Loan Agreement that any dispute shall be

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resolved by arbitration or judicial reference. Therefore, any controversy or claim between or among the parties to this Agreement (including Tenant) that arises out of or relates to this Agreement, including any claim based on or arising from an alleged tort, also shall be determined by arbitration or judicial reference as set forth below.

16.1. Judicial Reference. In any judicial action between or among the parties, including any action or cause of action arising out of or relating to this Agreement or based on or arising from an alleged tort, all decisions of fact and law shall be referred, at the request of any party, to a referee in accordance with Code Civ. Proc. §§ 638 et seq. The parties shall designate to the court a referee or referees selected under the auspices of the American Arbitration Association ("AAA") in the same manner as arbitrators are selected in AAA-sponsored proceedings. The presiding referee of the panel, or the referee if there is a single referee, shall be an active attorney or retired judge. Judgment upon the award rendered by such referee or referees shall be entered in the court if such proceeding was commenced in accordance with Code Civ. Proc. §§ 644 and 645.

16.2. Mandatory Arbitration. After the Lender's Deed of Trust has been released, fully reconveyed, or extinguished, any controversy or claim between or among the parties, including those arising out of or relating to this Agreement or any claim based on or arising from an alleged tort, shall be determined at the request of any party by arbitration. The arbitration shall be conducted in accordance with the Federal Arbitration Act (9 U.S.C.A. §§ 1 et seq.), notwithstanding any choice of law provision in this Agreement, and under the Commercial Rules of the AAA. The arbitrator shall give effect to statutes of limitation in determining any claim. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator. Judgment upon the arbitration award may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

16.3. Real Property Collateral. Notwithstanding the provisions of Subsection (b), no controversy or claim shall be submitted to arbitration without the consent of all parties if, at the time of the proposed submission, any obligation of Borrower to Lender is secured by real property collateral. If all parties do not consent to submission of such a controversy or claim to arbitration, the controversy or claim shall be determined by judicial reference as provided in Subsection (a).

16.4. Provisional Remedies, Self-Help and Foreclosure. No provision of this Section shall limit the right of any party to this Agreement to exercise self-help remedies, such as setoff, foreclosure against, or sale of any real or personal property collateral or security, or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration or other proceeding. The exercise of a remedy does not waive the right of a party to resort to arbitration or reference. At Lender's option, foreclosure under a deed of trust or mortgage may be accomplished either by exercise of power of sale under the deed of trust or mortgage or by judicial foreclosure.

16.5. Right to Summary Proceedings. The parties agree that this Section 16 shall not prohibit or limit summary proceedings to obtain possession of real property pursuant to Code Civ. Proc. §§ 1159 et seq., or any similar law, statute, or ordinance now or hereafter in effect.

NOTICE: THIS AGREEMENT CONTAINS A PROVISION THAT ALLOWS THE PERSON OBLIGATED ON YOUR LEASE TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR PURPOSES OTHER THAN IMPROVEMENT OF THE PROPERTY.

[Signature Page Follows]

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BORROWER:
KS Mattson Partners, LP, a California Limited Partnership
By: The K S Mattson Company, LLC, a California limited liability company

By: _____
Name: Kenneth W. Mattson
Its: Initial and Sole Manager

LENDER:
WE Alliance Secured Income Fund, LLC

_____
By: Terry Wheeler
Its: Managing Member

TENANT:
Susan Swetland DBA Farmers Insurance Agency: Office of Susan Swetland
Signed in Counterpart

_____
By:
Its:

BORROWER:
KS Mattson Partners, LP, a California Limited Partnership
By: The K S Mattson Company, LLC, a California limited liability company

By: Signed in Counterpart
Name: Kenneth W. Mattson
Its: Initial and Sole Manager

LENDER:
WE Alliance Secured Income Fund, LLC
Signed in Counterpart

By: Terry Wheeler
Its: Managing Member

TENANT:
Susan Swetland DBA Farmers Insurance Agency: Office of Susan Swetland

By: Susan Swetland
Its: Owner

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 Sacramento

On June 1, 2023

before me, Deana Curtis a Notary Public, personally appeared

Kenneth W. Mattson

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 _____

DEANA CURTIS
Comm. # 2294678
Notary Public-California
Sacramento County
My Comm. Expires July 21, 2023

(This area for official notarial seal)

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)

) ss.

COUNTY OF Placer)

On May 26th, 2023 before me, Cris Bryant, Notary Public, personally appeared Terry D. Wheeler, 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 Cris Bryant

CRIS BRYANT
Notary Public - California
Placer County
Commission # 2305090
My Comm. Expires Sep 14, 2023

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)

) **ss.**

COUNTY OF Placer)

On June 2, 2023, 20__ before me, M. Castueras, Notary Public, personally appeared Susan Swetland, 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 _____

M. CASTUERAS
COMM. # 2397125
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
MY COMM. EXP. MAR. 15, 2026

Sacramento County
Donna Allred, Clerk/Recorder

Doc # 202306290813

6/29/2023	4:08:32 PM	Fees	$87.00
JLP	Electronic	Taxes	$0.00
Titles 3		PCOR	$0.00
Pages 10		Paid	$87.00

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

Socotra Capital, Inc.
2208 29th Street, Suite 100
Sacramento, CA 95817

Property: 8350 Auburn Blvd, Suite 105
Citrus Heights, CA 95610

[SPACE ABOVE FOR RECORDER'S USE ONLY]

Exempt from fee under GC 27388.1(a)(1):
fee cap of $225 reached

SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT

NOTICE: THIS SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT ("Agreement") is entered into as of May 24, 2023 by and between the following parties:

- **KS Mattson Partners, LP, a California Limited Partnership** ("Borrower" and "Landlord");
- **WE Alliance Secured Income Fund, LLC** ("Lender"); and
- **Angelica Rachelle Amaya ~~and California Renewable Energy Program, LLC~~ ("Tenant").**

Recitals

A. Borrower owns certain real property in the County of Sacramento, State of California, located at or about 8350 Auburn Blvd, Suite 105, Citrus Heights, CA 95610, Assessor's Parcel No. 204-0461-042-0000 (the "Property"). The term "Property" in this Agreement shall include that real property, together with all improvements ("Improvements") located or constructed on it.

B. Lender has made or agreed to make a loan to Borrower (the "Loan"), as provided in a loan agreement (the "Loan Agreement"). The Loan is or will be evidenced by a **"Promissory Note Secured by Deed of Trust"** (the "Note") that is or will be secured by a **"Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement; Request for Notice"** encumbering the Property (the "Deed of Trust"), with an assignment of rents. The Loan Agreement, the Note, the Deed of Trust, this Agreement, and all other documents and instruments identified in the Loan Agreement as "Loan Documents" shall be collectively referred to in this Agreement as the "Loan Documents."

C. Tenant and Borrower or Borrower's predecessor-in-interest entered into a lease dated **April 24, 2018** (referred to herein as the "Lease"), under which Borrower and/or Borrower's predecessors-in-interest leased to Tenant a portion of the Improvements located within the Property, and more particularly described in the Lease (the "Premises") .

NO UNRECORDED LEASES LESS THAN 35 YEARS

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D. It is a requirement of the Loan that Tenant agree, among other things, to subordinate Tenant's rights under the Lease to the lien of the Loan Documents and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a nondisturbance provision, all as set forth more fully below.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Subordination. The Loan Documents and all supplements, amendments, modifications, renewals, replacements, and extensions of and to them shall unconditionally be and remain at all times a lien on the Property prior and superior to the Lease, to the leasehold estate created by it, and to all rights and privileges of Tenant under it. That Lease and Leasehold estate, together with all rights and privileges of Tenant under that Lease, are hereby unconditionally made subordinate to the lien of the Loan Documents in favor of Lender. Tenant consents to Borrower and Lender entering into the Deed of Trust and the other Loan Documents. Tenant further declares, agrees, and acknowledges that Lender, in making disbursements under the Loan Documents, has no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom they are disbursed by Lender, and any application or use of such proceeds for purposes other than those provided for in the Loan Documents shall not defeat the subordination made in this Agreement, in whole or in part. Borrower/Landlord hereby exercises its option that the Lease and any and all liens or charges created by the Lease are and shall be subordinate to and junior to the lien or charge created by the Deed of Trust securing the Loan.

2. Definitions of "Transfer of the Property" and "Purchaser". As used herein, the term "Transfer of the Property" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale, or other action or proceeding for the enforcement of the Deed of Trust, or by deed in lieu of foreclosure. The term "Purchaser," as used herein, means any transferee, including Lender, of the interest of Borrower as a result of any such Transfer of the Property, and also includes any and all successors and assigns, including Lender, of such transferee.

3. Nondisturbance. The enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the Premises unless at the time of foreclosure Tenant is in default under the Lease or this Agreement and Lender notifies Tenant in writing at or prior to the time of the foreclosure sale that the Lease will be terminated by foreclosure because of such default.

4. Attornment. Subject to Section 3 above, if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Lender if it should become the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants, and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it that may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease.

5. Tenant's Waiver of Option Rights, etc. Notwithstanding Section 3 above, Tenant specifically waives any right, whether arising out of the Lease or otherwise, to exercise any option to:

(a) Purchase the Premises or the Property, or any interest or portion in or of either of them; or

(b) Expand into other space in the Improvements.

6. Notices of Default; Material Notices; Lender's Rights to Cure Default. Tenant shall send a copy of any notice of default or similar statement with respect to the Lease to Lender at the same time such notice or statement is sent to Borrower.

In the event of any act or omission by Borrower that would give Tenant the right to terminate the Lease or to claim a partial or total eviction, Tenant shall not exercise any such right or make any such claim until it has given Lender written notice of such act or omission and has given Lender either 30 days to cure the default if the default is monetary, or a reasonable time for Lender to cure the default if the default is nonmonetary. Nothing in this Agreement, however, shall be construed as a promise or undertaking by Lender to cure any default of Borrower.

7. Limitation on Lender's Performance. Nothing in this Agreement shall be deemed or construed to be an agreement by Lender to perform any covenant of Borrower as landlord under the Lease. Tenant agrees that if Lender becomes Purchaser, then upon subsequent Transfer of the Property by Lender to a new owner, Lender shall have no further liability under the Lease.

8. Limitation on Liability. No Purchaser who acquires title to the Property shall have any obligation or liability beyond its interest in the Property.

9. Tenant's Covenants. Tenant agrees that during the term of the Lease, without Lender's prior written consent, Tenant shall not:

(a) Pay any rent or additional rent more than one month in advance to any landlord, including Borrower;

(b) Cancel, terminate, or surrender the Lease, except at the normal expiration of the Lease term or as provided in Section 6 above;

(c) Enter into any amendment, modification, or other agreement relating to the Lease; or

(d) Assign or sublet any portion of the Lease or the Premises, except as expressly permitted in the Lease.

10. Lender Not Obligated. Lender, if it becomes Purchaser or if it takes possession under the Deed of Trust, and any other Purchaser shall not be (a) liable for any damages or other relief attributable to any act or omission of any prior landlord under the Lease, including Borrower; (b) subject to any offset or defense not specifically provided for in the Lease that Tenant may have against any prior landlord under the Lease; (c) bound by any prepayment by Tenant of more than one month's installment of rent; (d) obligated for any security deposit not actually delivered to Purchaser; or (e) bound by any modification or amendment of or to the Lease unless the amendment or modification shall have been approved in writing by Lender.

11. Tenant's Estoppel Certificate.

11.1. True and Complete Lease. Tenant represents and warrants to Lender that Exhibit A accurately identifies the Lease and all amendments, supplements, side letters, and other agreements and memoranda pertaining to the Lease, the leasehold, or the Premises.

11.2. [Removed]

11.3. No Default. As of the date of this Agreement, Tenant represents and warrants that to the best of Tenant's knowledge there exist no events of default, or events that with notice or the passage of time or both would be events of default, under the Lease, on either Tenant's or Borrower's part, nor is there any right of offset against any of Tenant's obligations under the Lease. Tenant represents and warrants that the Lease is in full force and effect as of the date of this Agreement.

11.4 Hazardous Substances. Tenant represents and warrants that it has not used, generated, released, discharged, stored, or disposed of any Hazardous Substances on, under, in or about the Property other than Hazardous Substances used in

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the ordinary and commercially reasonable course of Tenant's business in compliance with all applicable laws. Except for such legal and commercially reasonable use by Tenant, Tenant has no actual knowledge that any Hazardous Substance is present, or has been used, generated, released, discharged, stored, or disposed of by any party, on, under, in, or about the Property. As used in this Agreement, "Hazardous Substance" means any substance, material, or waste (including petroleum and petroleum products) that is designated, classified, or regulated as being "toxic," "hazardous," or a "pollutant," or that is similarly designated, classified, or regulated under any federal, state, or local law, regulation, or ordinance.

12. Integration; etc. This Agreement integrates all of the terms and conditions of the parties' agreement regarding the subordination of the Lease to the Loan Documents, attornment, nondisturbance, and the other matters contained in this Agreement. This Agreement supersedes and cancels all oral negotiations and prior and other writings with respect to (a) such subordination (only to such extent, however, as would affect the priority between the Lease and the Loan Documents), including any provisions of the Lease that provide for the subordination of the Lease to a deed of trust or to a mortgage and (b) such attornment, nondisturbance, and other matters contained in this Agreement. If there is any conflict between the terms, conditions, and provisions of this Agreement and those of any other agreement or instrument, including the Lease, the terms, conditions, and provisions of this Agreement shall prevail. This Agreement may not be modified or amended except by a written agreement signed by the parties or their respective successors in interest. This Agreement may be executed in counterparts, each of which is an original, but all of which shall constitute one and the same instrument.

13. Notices. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier, or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Any party may change addresses for notices by notice to all other parties in accordance with this Section. Service of any notice on any one Borrower shall be effective service on Borrower for all purposes.

If to Lender:	WE Alliance Secured Income Fund, LLC c/o Socotra Capital, 2208 29th Street, Suite 100 Sacramento, CA 95817.
If to Borrower:	KS Mattson Partners, LP PO Box 5490 Vacaville CA 95696
If to Tenant:	Angelica Rachelle Amaya and California Renewable Energy Program, LLC 8350 Auburn Blvd, Suite 105. Citrus Heights, CA 95610

14. Attorneys' Fees. If any lawsuit, judicial reference, or arbitration that arises out of or relates to this Agreement is commenced, the prevailing party shall be entitled to recover from each other party such sums as the court, referee, or arbitrator may adjudge to be reasonable attorneys' fees, including the costs for any legal services by in-house counsel, in addition to costs and expenses otherwise allowed by law.

15. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California, without regard to the choice of law rules of that state. This Agreement satisfies any condition or requirement in the Lease relating to the granting of a nondisturbance agreement by Lender. As used in this Agreement, the word "include" means "include, without limitation," and the word "including" means "including, but not limited to." Lender, at its sole discretion, may, but shall not be obligated to, record this Agreement.

16. Arbitration; Judicial Reference. Lender and Borrower have agreed in the Loan Agreement that any dispute shall be

resolved by arbitration or judicial reference. Therefore, any controversy or claim between or among the parties to this Agreement (including Tenant) that arises out of or relates to this Agreement, including any claim based on or arising from an alleged tort, also shall be determined by arbitration or judicial reference as set forth below.

16.1. Judicial Reference. In any judicial action between or among the parties, including any action or cause of action arising out of or relating to this Agreement or based on or arising from an alleged tort, all decisions of fact and law shall be referred, at the request of any party, to a referee in accordance with Code Civ. Proc. §§ 638 et seq. The parties shall designate to the court a referee or referees selected under the auspices of the American Arbitration Association ("AAA") in the same manner as arbitrators are selected in AAA-sponsored proceedings. The presiding referee of the panel, or the referee if there is a single referee, shall be an active attorney or retired judge. Judgment upon the award rendered by such referee or referees shall be entered in the court if such proceeding was commenced in accordance with Code Civ. Proc. §§ 644 and 645.

16.2. Mandatory Arbitration. After the Lender's Deed of Trust has been released, fully reconveyed, or extinguished, any controversy or claim between or among the parties, including those arising out of or relating to this Agreement or any claim based on or arising from an alleged tort, shall be determined at the request of any party by arbitration. The arbitration shall be conducted in accordance with the Federal Arbitration Act (9 U.S.C.A. §§ 1 et seq.), notwithstanding any choice of law provision in this Agreement, and under the Commercial Rules of the AAA. The arbitrator shall give effect to statutes of limitation in determining any claim. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator. Judgment upon the arbitration award may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

16.3. Real Property Collateral. Notwithstanding the provisions of Subsection (b), no controversy or claim shall be submitted to arbitration without the consent of all parties if, at the time of the proposed submission, any obligation of Borrower to Lender is secured by real property collateral. If all parties do not consent to submission of such a controversy or claim to arbitration, the controversy or claim shall be determined by judicial reference as provided in Subsection (a).

16.4. Provisional Remedies, Self-Help and Foreclosure. No provision of this Section shall limit the right of any party to this Agreement to exercise self-help remedies, such as setoff, foreclosure against, or sale of any real or personal property collateral or security, or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration or other proceeding. The exercise of a remedy does not waive the right of a party to resort to arbitration or reference. At Lender's option, foreclosure under a deed of trust or mortgage may be accomplished either by exercise of power of sale under the deed of trust or mortgage or by judicial foreclosure.

16.5. Right to Summary Proceedings. The parties agree that this Section 16 shall not prohibit or limit summary proceedings to obtain possession of real property pursuant to Code Civ. Proc. §§ 1159 et seq., or any similar law, statute, or ordinance now or hereafter in effect.

NOTICE: THIS AGREEMENT CONTAINS A PROVISION THAT ALLOWS THE PERSON OBLIGATED ON YOUR LEASE TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR PURPOSES OTHER THAN IMPROVEMENT OF THE PROPERTY.

[Signature Page Follows]

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BORROWER:
KS Mattson Partners, LP, a California Limited Partnership
By: The K S Mattson Company, LLC, a California limited liability company

By:
Name: Kenneth W. Mattson
Its: Initial and Sole Manager

LENDER:
WE Alliance Secured Income Fund, LLC

By: Terry Wheeler
Its: Managing Member

TENANT:
Signed in Counterpart

Angelica Rachelle Amaya

~~**California Renewable Energy Program, LLC**~~

N/A

By:
Its:

BORROWER:
KS Mattson Partners, LP, a California Limited Partnership
By: The K S Mattson Company, LLC, a California limited liability company

By: Signed in Counterpart
Name: Kenneth W. Mattson
Its: Initial and Sole Manager

LENDER:
WE Alliance Secured Income Fund, LLC

Signed in Counterpart

By: Terry Wheeler
Its: Managing Member

TENANT:

Angelica Rachelle Amaya

~~**California Renewable Energy Program, LLC**~~

N/A

By:
Its:

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)

) ss.

COUNTY OF Placer)

On May 26, 2023 before me, Cris Bryant Notary Public, personally appeared TERRY WHEELER, 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 Cris Bryant

CRIS BRYANT
Notary Public - California
Placer County
Commission # 2305090
My Comm. Expires Sep 14, 2023

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STATE OF CALIFORNIA

COUNTY OF Sacramento

On June 1, 2023

before me, Deana Curtis a Notary Public, personally appeared

Kenneth W. Mattson

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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

DEANA CURTIS
Comm. # 2294678
Notary Public-California
Sacramento County
My Comm. Expires July 21, 2023

(This area for official notarial seal)

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STATE OF CALIFORNIA)

) ss.

COUNTY OF Placer)

On June 16th 2023 before me, Brianna DeBelle, Notary Public personally appeared Angelica Rachelle Amaya, 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

BRIANNA DEBELLE
COMM. # 2384661
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
COMM. EXPIRES NOV. 26, 2025

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	202307100481	Fees	$0.00
7/10/2023	12:51:30 PM	Taxes	$0.00
JL	Electronic	PCOR	$0.00
Titles	1	Paid	$0.00
Pages	5		

RECORDING REQUESTED BY:

City of Citrus Heights

WHEN RECORDED RETURN TO:

City of Citrus Heights
6360 Fountain Square Drive
Citrus Heights, CA 95621

Attn: City Clerk

No Fee Document – per Government code §6103
No Document Transfer Tax – Per R&T Code §11922

Space above this line for Recorder's Use

GRANT OF PUBLIC UTILITY EASEMENT
APN 204-0461-042
(Portion)

For valuable consideration, receipt of which is hereby acknowledged, **KS Mattson Partners, LP, a California Limited Partnership** (GRANTOR), does hereby GRANT to the **City of Citrus Heights** (CITY), a municipal corporation of the State of California (Grantee), an EASEMENT for all necessary public utilities in, on, over, thru, within, under and across that certain real property in the County of Sacramento, State of California, bounded and described as follows, to-wit:

SEE EXHIBIT "A" - LEGAL DESCRIPTION, AND EXHIBIT "B" - PLAT MAP ATTACHED HERETO AND MADE A PART HEREOF.

Date: June 29, 2023.

GRANTOR:

KS Mattson Partners, LP, a California Limited Partnership

By: _____
Kenneth W. Mattson, Manager

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of a Public Utility Easement dated July 5, 2023, from, KS MATTSON PARTNERS, LP, a California Limited Partnership, to the CITY OF CITRUS HEIGHTS, a Municipal Corporation of the State of California, is hereby accepted on behalf of the City by its City Engineer pursuant to authority conferred by **Resolution No. 2001-35**, adopted by the City on May 9, 2001, and that the City consents to recordation of the Grant of a Public Utility Easement by its duly authorized officer.

Leslie Blomquist
Leslie Blomquist, City Engineer

7/6/23
Date

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 SACRAMENTO

On July 6, 2023, before me, Rachel Duhe, a Notary Public, personally appeared Leslie Blomquist, 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.

Rachel Duhe
Signature of Notary Public

RACHEL DUHE
Notary Public - California
Sacramento County
Commission # 2387895
My Comm. Expires Dec 22, 2025

(Seal)

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 ~~SACRAMENTO~~ Solano

On June 29 2023, before me M VIGO, NOTARY PUBLIC, personally appeared Kenneth W Moffett, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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 of Notary Public

M. VIGO
COMMISSION # 2369734
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
MY COMMISSION EXPIRES
AUGUST 26, 2025

(Notary Seal)

EXHIBIT "A"
EASEMENT
APN 204-0461-042

All that real property situate in the State of California, County of Sacramento, City of Citrus Heights, more particularly described as follows:

Being a portion of Parcel A as delineated on that particular Parcel Map filed in Book 77 at Page 5 in the Sacramento County Recorder's Office.

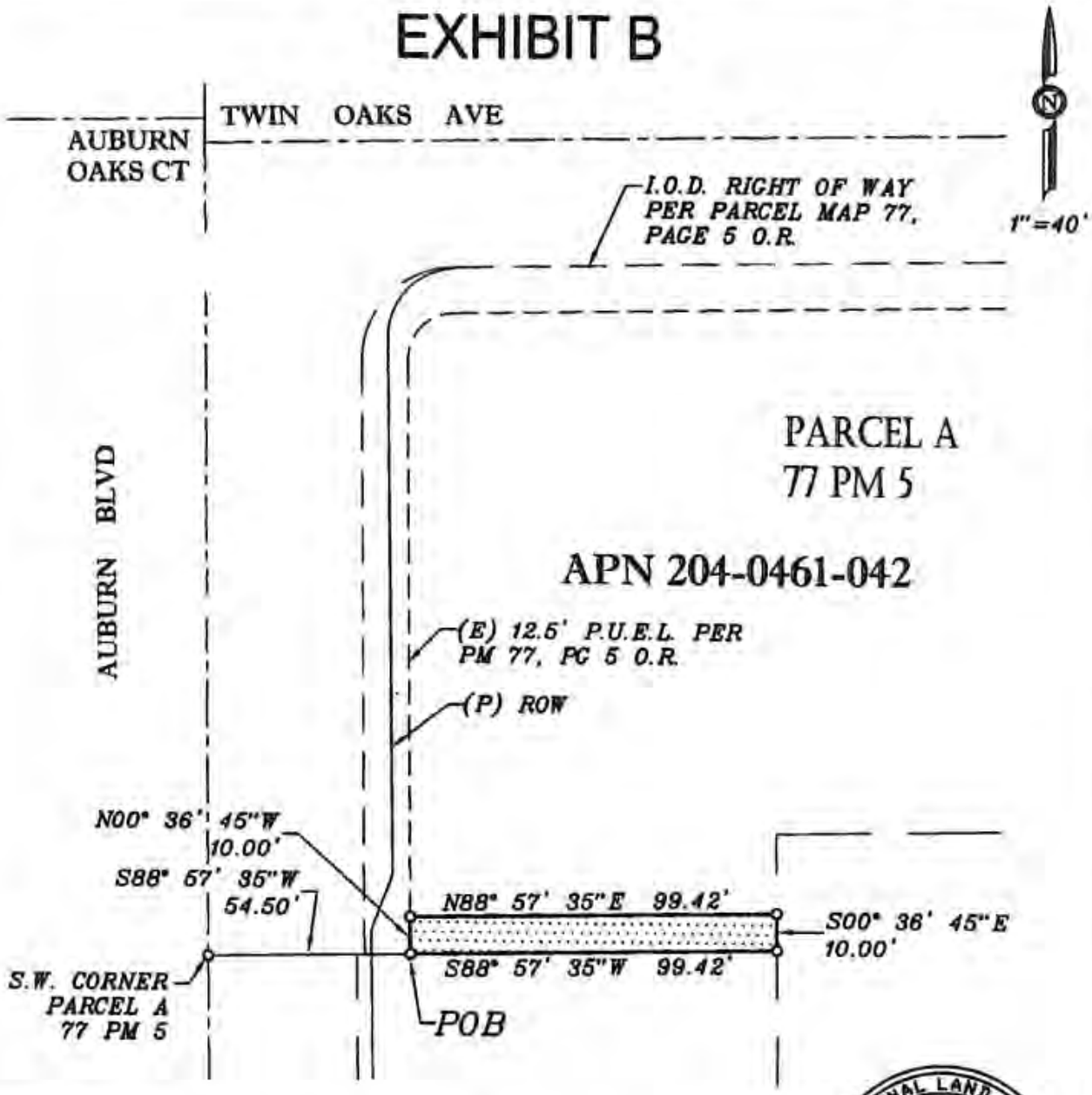
Beginning at a point, from which the southwest corner of said Parcel bears S 88°57'35"W, 54.50 feet; thence from the point of beginning N 00°36'45"W, 10.00 feet; thence N 88°57'35"E, 99.42 feet; thence S 00°36'45"E, 10.00 feet; thence S 88°57'35"W, 99.42 feet to the point of beginning containing 994 square feet more or less.

The Basis of Bearings for this description is California Coordinate Zone 2. To obtain bearings of said record map rotate clockwise 00°12'55"

Ryan L. Ming P.L.S. 8409 3/21/2022



EXHIBIT B

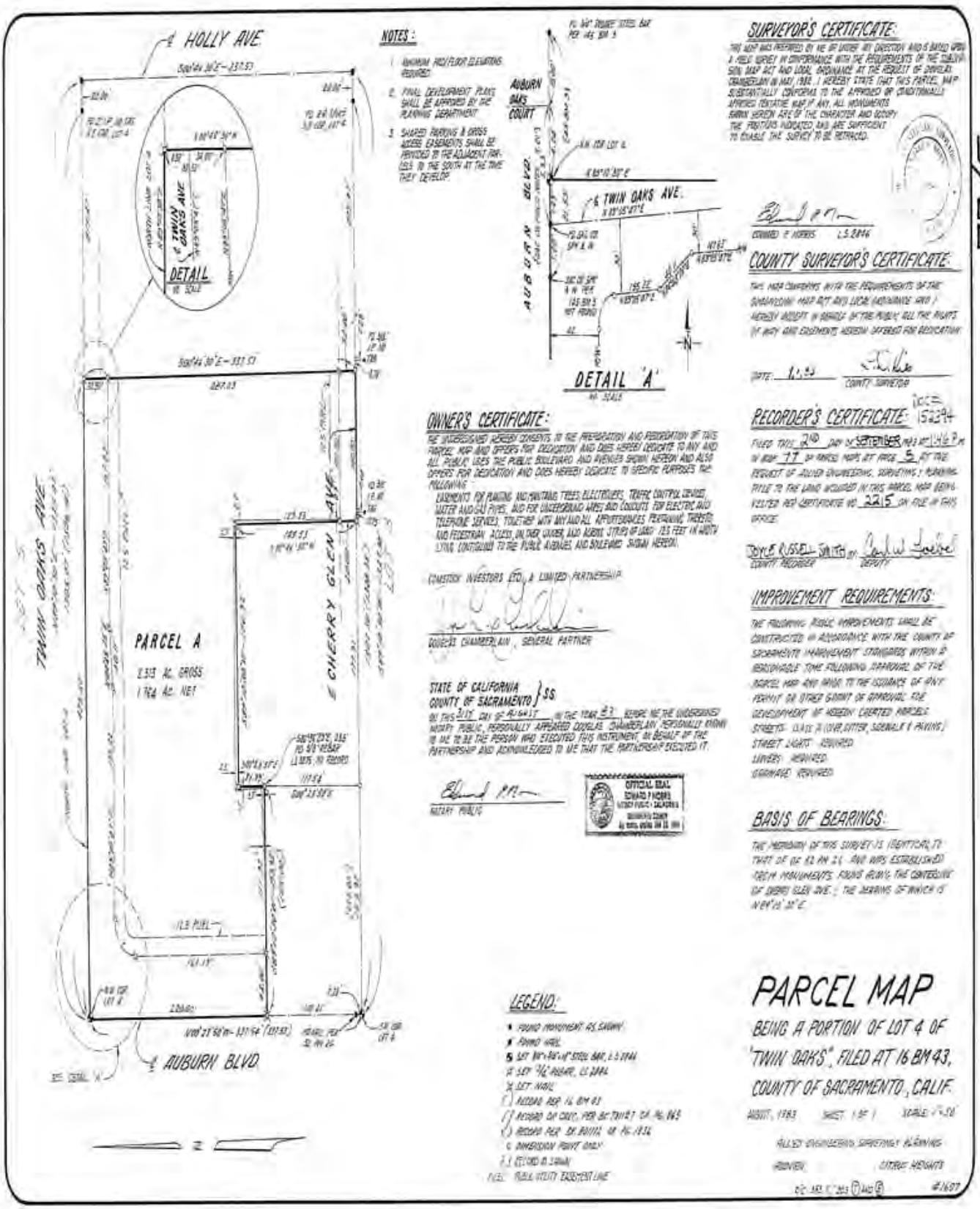


RECORD BEARING NOTE
TO OBTAIN RECORD BEARINGS PER THE GRANT DEED OR PLAT OF THIS PARCEL, ROTATE THE BEARINGS SHOWN HEREON: 00° 12' 55" CLOCKWISE

EASEMENT AREA: 994 SF

PROFESSIONAL LAND SURVEYOR
RYAN L. MING
No. 8409
3/21/2025
STATE OF CALIFORNIA

PROJECT NO. 5450.001	AUBURN BOULEVARD COMPLETED STREETS PH2	UNICO ENGINEERING
SHEET 1 OF 1	EASEMENT	110 BLUE RAVINE RD SUITE 101 | FOLSOM, CA 95630
	CITY OF CITRUS HEIGHTS CALIFORNIA	PHONE: 800.277.8623 | unicoengineering.com



Public Record

Case: 24-10715 Doc# 192-17 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 631 of 631

EXHIBIT E-5.
Comstock Chart

Transaction	Grant Deed Date	Recordation Date	TIC % Transferred	KSMP Ownership %	
				100.000%	
KSMP to Reese	12/1/2014	12/16/2014	-5.710%	94.290%	
KSMP to Dennison Trust	10/28/2015	12/4/2015	-8.997%	85.293%	
KSMP to Goodwin Trust	12/10/2015	3/24/2016	-3.650%	81.643%	
KSMP to Giacinto Trust	8/1/2017	11/17/2017	-4.847%	76.796%	
KSMP to Mattson	8/1/2017	9/19/2017	-5.703%	71.093%	
KSMP to McMullen Trust	8/1/2017	9/19/2017	-8.554%	62.539%	
Goodwin Trust, Dennison Trust, and Reese to KSMP	9/21/2017	10/13/2017	18.357%	80.896%	
KSMP to Girardi	10/26/2017	11/17/2017	-3.245%	77.651%	
KSMP to Montoya Trust	9/21/2017	12/15/2017	-13.206%	64.445%	
KSMP to Goodwin Trust	2/28/2018	3/9/2018	-4.790%	59.655%	
KSMP to Reese	2/28/2018	3/22/2018	-5.710%	53.945%	
KSMP to Dennison Trust	2/28/2018	3/22/2018	-8.997%	44.948%	
KSMP to Pollock	3/1/2019	4/4/2019	-3.853%	41.095%	
KSMP to Niezelski	1/3/2019	4/4/2019	-4.690%	36.405%	
KSMP to Krive	4/4/2019	6/6/2019	-4.055%	32.350%	
KSMP to Afrakhteh	5/16/2019	6/6/2019	-4.251%	28.099%	
KSMP to Weber	6/6/2019	12/17/2019	-1.752%	26.347%	
Weber to KSMP	9/16/2020	10/1/2020	1.752%	28.099%	
KSMP to Mack Trust	9/29/2020	6/3/2021	-3.543%	24.556%	
KSMP to Anderson Trust	2/26/2021	6/3/2021	-7.612%	16.944%	
KSMP to Mack Trust	11/17/2020	7/15/2021	-4.421%	12.523%	
KSMP to Dow	5/19/2021	7/15/2021	-3.415%	9.108%	
KSMP to Dow	6/3/2021	7/15/2021	-1.912%	7.196%	
KSMP to Hayes Trust	2/1/2021	7/15/2021	-4.788%	2.408%	
KSMP to Haley	5/13/2021	7/15/2021	-4.326%	-1.918%	*
KSMP to Acacio	7/13/2021	8/10/2021	-6.648%	-8.566%	*
KSMP to Martinez Trust	7/6/2021	12/29/2021	-4.878%	-13.444%	
KSMP to Davis	7/15/2021	12/29/2021	-4.545%	-17.989%	*

*Indicates a "Correctory Deed" dated May 4, 2023 and recorded June 27, 2023 conveying the interest back to KSMP subsequently recorded

EXHIBIT E-6.
RIVERTREE L.P.

California Secretary of State

Business Programs Division
1500 11th Street, Sacramento, CA 95814

Request Type: Certified Copies
Entity Name: RIVERTREE, L.P.
Formed In: CALIFORNIA
Entity No.: 201236100018
Entity Type: Limited Partnership - CA

Issuance Date: 07/03/2025
Copies Requested: 1
Receipt No.: 010731145
Certificate No.: 344228129

Document Listing

Reference #	Date Filed	Filing Description	Number of Pages
29678811-1	12/14/2012	Initial Filing	1

** **** ****** ******** End of list ******** ****** **** **

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, do hereby certify on the Issuance Date, the attached document(s) referenced above are true and correct copies and were filed in this office on the date(s) indicated above.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California on July 03, 2025.

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

To verify the issuance of this Certificate, use the Certifcate No. above with the Secretary of State Certification Verification Search available at **biz**fileOnline.sos.ca.gov.

LP-1

File # 201236100018

State of California
Secretary of State

Certificate of Limited Partnership

FILED
Secretary of State
State of California
DEC 14 2012

A $70.00 filing fee must accompany this form.

Important – Read Instructions before completing this form.

This Space For Filing Use Only

Entity Name (End the name with the words "Limited Partnership" or the abbreviation "LP" or "L.P.")

1 NAME OF LIMITED PARTNERSHIP

RIVERTREE, L.P.

Initial Designated Office Address (Do not abbreviate the name of the city.)

2 ADDRESS OF INITIAL DESIGNATED OFFICE IN CALIFORNIA	CITY	STATE	ZIP CODE
22398 McBride Road	Escalon	CA	95320

Initial Agent For Service of Process (If the initial agent is an individual, the agent must reside in California and both Items 3 and 4 must be completed. If the initial agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 3 must be completed (leave Item 4 blank))

3 NAME OF INITIAL AGENT FOR SERVICE OF PROCESS

GERALD L. BARTON

4 IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CA	CITY	STATE	ZIP CODE
22398 McBride Road	ESCALON	CA	95320

General Partners (Enter the names and addresses of all the general partners. Attach additional pages, if necessary.)

5a NAME	ADDRESS	CITY	STATE	ZIP CODE
GERALD L BARTON	22398 McBride Road	ESCALON	CA	95320
5b NAME	**ADDRESS**	**CITY**	**STATE**	**ZIP CODE**
MYRLE JANET BARTON	22398 McBride Road	ESCALON	CA	95320

Additional Information

6 ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE

Execution (This certificate must be signed by all of the general partners. If additional signature space is necessary, the signatures may be made on an attachment to this certificate.)

7 I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED

12-11-12
DATE

Gerald L. Barton
SIGNATURE OF GENERAL PARTNER

GERALD L. BARTON
TYPE OR PRINT NAME OF GENERAL PARTNER

Myrle Janet Barton
SIGNATURE OF GENERAL PARTNER

MYRLE JANET BARTON
TYPE OR PRINT NAME OF GENERAL PARTNER

LP-1 (REV 01/2010) APPROVED BY SECRETARY OF STATE

Certificate Verification No.: 344228129 Date: 07/03/2025

EXHIBIT E-7.
7456 Foothills Property Records

RECORDING REQUESTED BY:
Windscape Apartments, LLC

When Recorded Mail Document To:
Windscape Apartments, LLC
PO Box 5490
Vacaville, CA 95696

PLACER, County Recorder
RYAN RONCO
DOC- 2023-0043928-00
7829
THURSDAY, AUG 17, 2023 03:39 PM

MIC	$3.00	AUT	$3.00	SBS	$2.00
ERD	$1.00	SB2	$0.00	REC	$11.00
ADD	$0.00	ROS	$4,125.00		

Ttl Pd $4,145.00 Rcpt # 03261710
CLK6B8YJ93/DD/1-3

PCA 8/18/2023 SM
s/b pd by credit card
fees unchanged

Property Address: 7456 Foothills Blvd., Roseville, CA 95747 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): 477-100-031

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☒ **The documentary transfer tax is** $ 4,125.00 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☒ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Roseville AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Black Walnut, LP, a California Limited Partnership

hereby GRANT(S) to Windscape Apartments, LLC, a Delaware limited liability company, their entire interest

the following described real property in the City of Roseville, County of Placer, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: **11/10/2022**

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Black Walnut, LP
By: LeFever Mattson, General Partner

BY: _____
Kenneth W. Mattson, President

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): 477-100-031

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 Solano

On June 15, 2023 before me, M. VIGO, Notary Public,
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

(Seal)

M. VIGO
COMMISSION # 2369734
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
MY COMMISSION EXPIRES
AUGUST 26, 2025

EXHIBIT "A"

Legal Description

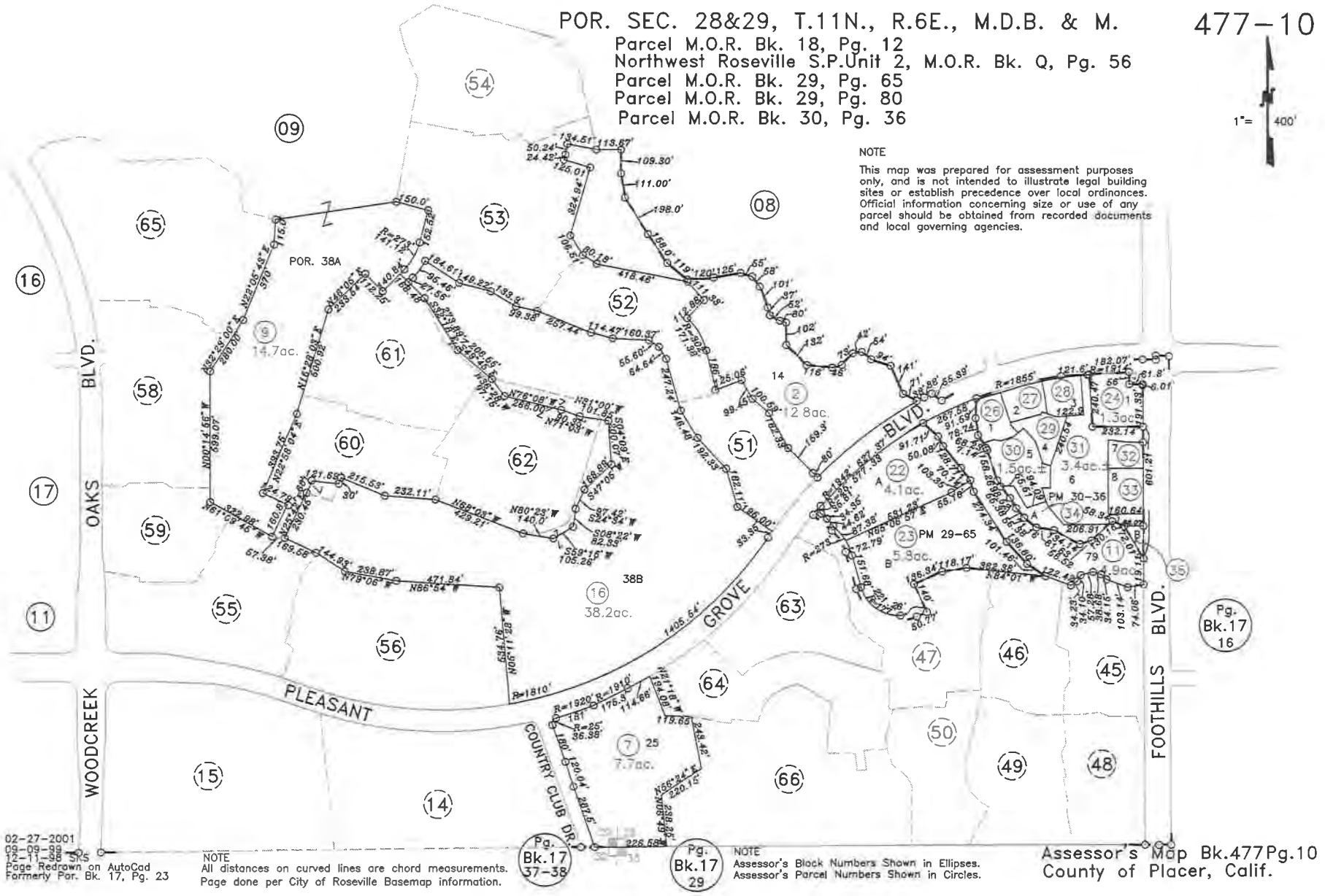
For APN/Parcel ID: 477-100-031-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 6, AS SHOWN AND DESIGNATED ON "PARCEL MAP FOR WOODCREEK PLAZA", FILED FOR RECORD NOVEMBER 9, 2000, IN BOOK 30 OF PARCEL MAPS AT PAGE 36, PLACER COUNTY RECORDS.

Address: 7456 Foothills Blvd., Roseville, CA 95757

Case: 24-10715 Doc# 192-20 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 5 of 410



Case: 24-10715 Doc# 192-20 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 6 of 410

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY SHOWN UPON THIS PARCEL MAP AND THEY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND DO HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE, FOR SPECIFIC PURPOSES THE FOLLOWING:

A. A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF WATER AND SEWER PIPES (EXCLUDING DRAINAGE) TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING HERETO ON, OVER, ACROSS THE STRIP OF LAND SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT"

B. AS PUBLIC RIGHT OF WAY AND AS PUBLIC UTILITY EASEMENT THE STRIP OF LAND SHOWN HEREON AND DESIGNATED "R/W (RIGHT-OF-WAY)"

C. A PUBLIC EASEMENT FOR SANITARY SEWER PIPES AND ALL APPURTENANCES THERETO ON, OVER, UNDER AND ACROSS THAT STRIP OF LAND VARYING IN WIDTH AS SHOWN HEREON AND DESIGNATED AS SANITARY SEWER EASMENT (S.S.E.).

D. A BLANKET PUBLIC UTILITY EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF GAS, ELECTRIC, TELEVISION, AND TELEPHONE SERVICES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING HERETO ON, OVER, ACROSS ALL PARCELS SHOWN HEREON (EXCEPT LOCATIONS OF ALL EXISTING AND FUTURE BUILDING STRUCTURES) FOR THE MUTUAL RECIPROCAL AND NON-EXCLUSIVE BENEFIT OF SAID PARCELS.

SIERRA WOODCREEK, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____ 2/17/00
DAVID T. ECONOME, MANAGING MEMBER — DATE

BY: _____ 2-17-00
NAME: TITLE: — DATE

NOTARY'S ACKNOWLEDGEMENT

STATE OF CALIFORNIA } SS
COUNTY OF PLACER }

ON THE 17 DAY OF FEBRUARY, 2000, BEFORE ME, FRANCES P. NEWMAN A NOTARY PUBLIC IN AND FOR SAID SAID STATE, PERSONALLY APPEARED, DAVID T. ECONOME AND _____

☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT. ☒ PERSONALLY KNOWN TO ME OR

WITNESS MY HAND: _____
PRINTED NAME: FRANCES P. NEWMAN
COUNTY OF: PLACER
MY COMMISSION EXPIRES: JUNE 24, 2002

NOTARY'S ACKNOWLEDGEMENT

STATE OF CALIFORNIA } SS
COUNTY OF _____ }

ON THE _____ DAY OF _____, 2000, BEFORE ME, _____ A NOTARY PUBLIC IN AND FOR SAID SAID STATE, PERSONALLY APPEARED, _____

☐ PERSONALLY KNOWN TO ME OR ☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: _____
PRINTED NAME: _____
COUNTY OF: _____
MY COMMISSION EXPIRES: _____

BENEFICIARY'S STATEMENT

CAPITOL VALLEY BANK, AS ~~SOLE LENDER~~ BENEFICIARY UNDER DEED OF TRUST RECORDED ON JANUARY 13, 2000, SERIES NO. 2000-0002288 OFFICIAL RECORDS OF PLACER COUNTY, And on February 29, 2000, Series No. 2000-0015022. AND ON July 21, 2000, Series No. 2000-0052945

BY: _____ BY: _____
E. Tim Chinn V.P. — Stacy Allyn SVP
PRINT NAME AND TITLE — PRINT NAME AND TITLE

NOTARY'S ACKNOWLEDGEMENT

STATE OF CALIFORNIA } SS
COUNTY OF PLACER }

ON THE 17 DAY OF FEBRUARY, 2000, BEFORE ME, FRANCES P. NEWMAN A NOTARY PUBLIC IN AND FOR SAID SAID STATE, PERSONALLY APPEARED, E. Tim Chinn AND Stacy Allyn

☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT. ☒ PERSONALLY KNOWN TO ME OR

WITNESS MY HAND: _____
PRINTED NAME: FRANCES P. NEWMAN
COUNTY OF: PLACER
MY COMMISSION EXPIRES: JUNE 24, 2002

SURVEYOR'S STATEMENT

THIS MAP PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SIERRA WOODCREEK LLC IN JULY 1999. I HEREBY STATE THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON WILL BE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED BY OCTOBER 31, 2000 AND WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____
CARL R. C de BACA
P.L.S. 5854 EXP. 12-31-00

2-10-00
DATE

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISIFIED THAT SAID PARCEL MAP IS TECHNICALLY CORRECT.

_____ 2-22-00
LARRY D. PAGEL, R.C.E. 27224 — DATE
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES 3/31/01

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS APPROVED THIS PARCEL MAP AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, ALL EASEMENTS AND RIGHTS-OF-WAY OFFERED HEREON FOR DEDICATION.

3.6.00
DATED

_____
CITY CLERK, CITY OF ROSEVILLE

BY: _____
DEPUTY

RECORDER'S STATEMENT

FILED THIS 9TH DAY OF NOV, 2000, AT 9:45:25 A.M. O'CLOCK IN BOOK 30 OF MAPS, AT PAGE 36
IN THE OFFICE OF THE PLACER COUNTY RECORDER
RECORDED AT THE REQUEST OF WOOD RODGERS, INC.
FILE NO 2000-85043
FEE $ 14.00

_____
JIM McCAULEY
PLACER COUNTY
RECORDER

BY C Coste
DEPUTY

PARCEL MAP

FOR WOODCREEK PLAZA
BEING PARCEL 2 OF 29 P.M. 80
SITUATE IN
TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M. * Section 21
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

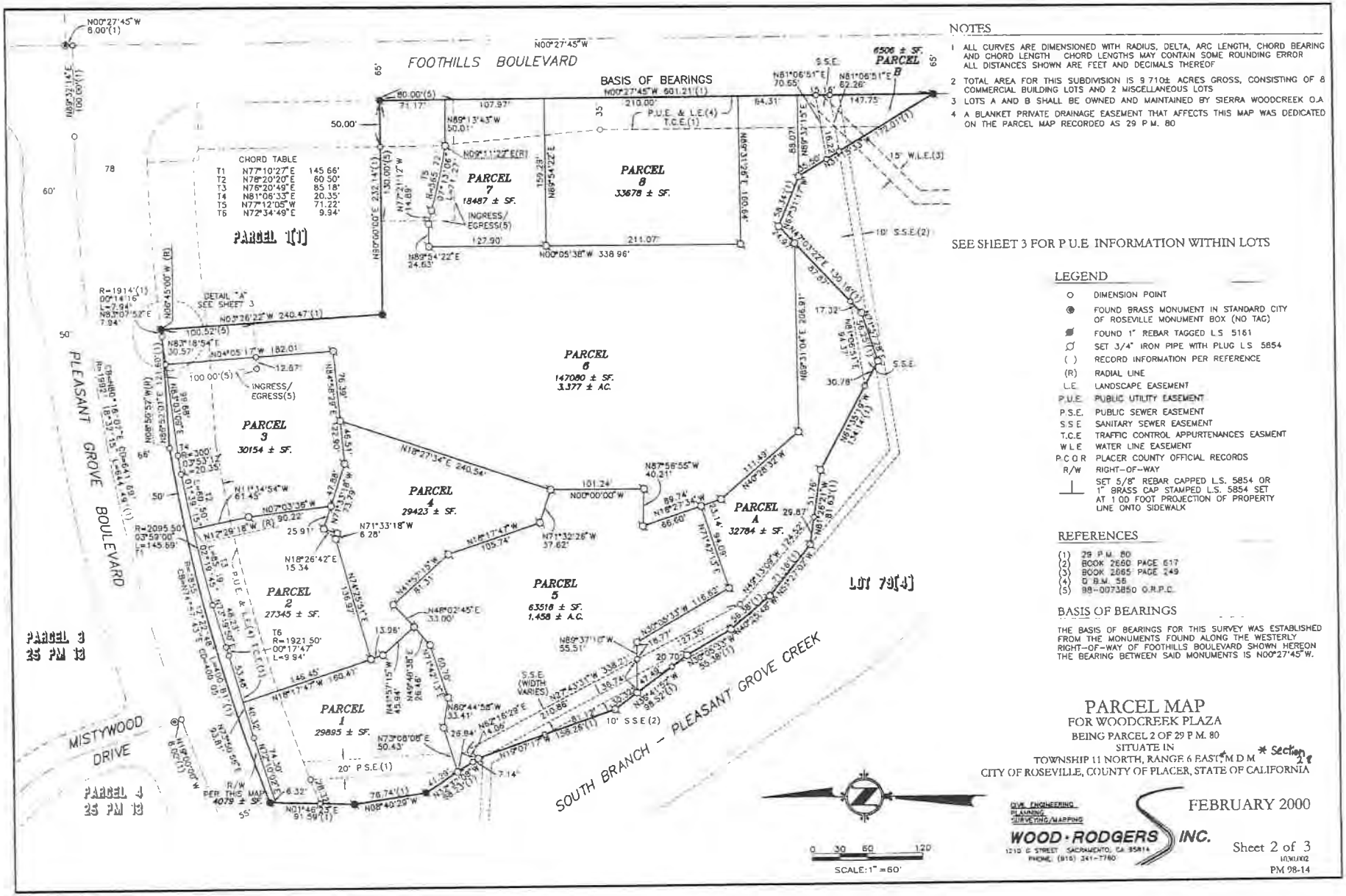
FEBRUARY 2000

CIVIL ENGINEERING
PLANNING
SURVEYING/MAPPING
WOOD·RODGERS INC.
1210 E STREET SACRAMENTO, CA 95814
PHONE: (916) 341-7760

Sheet 1 of 3
1030.002
PM 98-14

APN 477-100

Out of RL 2 29-80



NOTES

1 ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. ALL DISTANCES SHOWN ARE FEET AND DECIMALS THEREOF

2 TOTAL AREA FOR THIS SUBDIVISION IS 9.710± ACRES GROSS, CONSISTING OF 8 COMMERCIAL BUILDING LOTS AND 2 MISCELLANEOUS LOTS

3 LOTS A AND B SHALL BE OWNED AND MAINTAINED BY SIERRA WOODCREEK O.A.

4 A BLANKET PRIVATE DRAINAGE EASEMENT THAT AFFECTS THIS MAP WAS DEDICATED ON THE PARCEL MAP RECORDED AS 29 P.M. 80

LEGEND

O	DIMENSION POINT
◉	FOUND BRASS MONUMENT IN STANDARD CITY OF ROSEVILLE MONUMENT BOX (NO TAG)
◙	FOUND 1" REBAR TAGGED L.S. 5161
⌀	SET 3/4" IRON PIPE WITH PLUG L.S. 5854
( )	RECORD INFORMATION PER REFERENCE
(R)	RADIAL LINE
L.E.	LANDSCAPE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
P.S.E.	PUBLIC SEWER EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
T.C.E.	TRAFFIC CONTROL APPURTENANCES EASEMENT
W.L.E.	WATER LINE EASEMENT
P.C.O.R.	PLACER COUNTY OFFICIAL RECORDS
R/W	RIGHT-OF-WAY
⊥	SET 5/8" REBAR CAPPED L.S. 5854 OR 1" BRASS CAP STAMPED L.S. 5854 SET AT 1.00 FOOT PROJECTION OF PROPERTY LINE ONTO SIDEWALK

REFERENCES

(1) 29 P.M. 80
(2) BOOK 2660 PAGE 617
(3) BOOK 2665 PAGE 249
(4) D.B.M. 56
(5) 98-0073850 O.R.P.C.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED FROM THE MONUMENTS FOUND ALONG THE WESTERLY RIGHT-OF-WAY OF FOOTHILLS BOULEVARD SHOWN HEREON THE BEARING BETWEEN SAID MONUMENTS IS N00°27'45"W.

PARCEL MAP

FOR WOODCREEK PLAZA

BEING PARCEL 2 OF 29 P.M. 80

SITUATE IN

TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M. * Section 2

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

FEBRUARY 2000

CIVIL ENGINEERING
PLANNING
SURVEYING/MAPPING

WOOD·RODGERS INC.

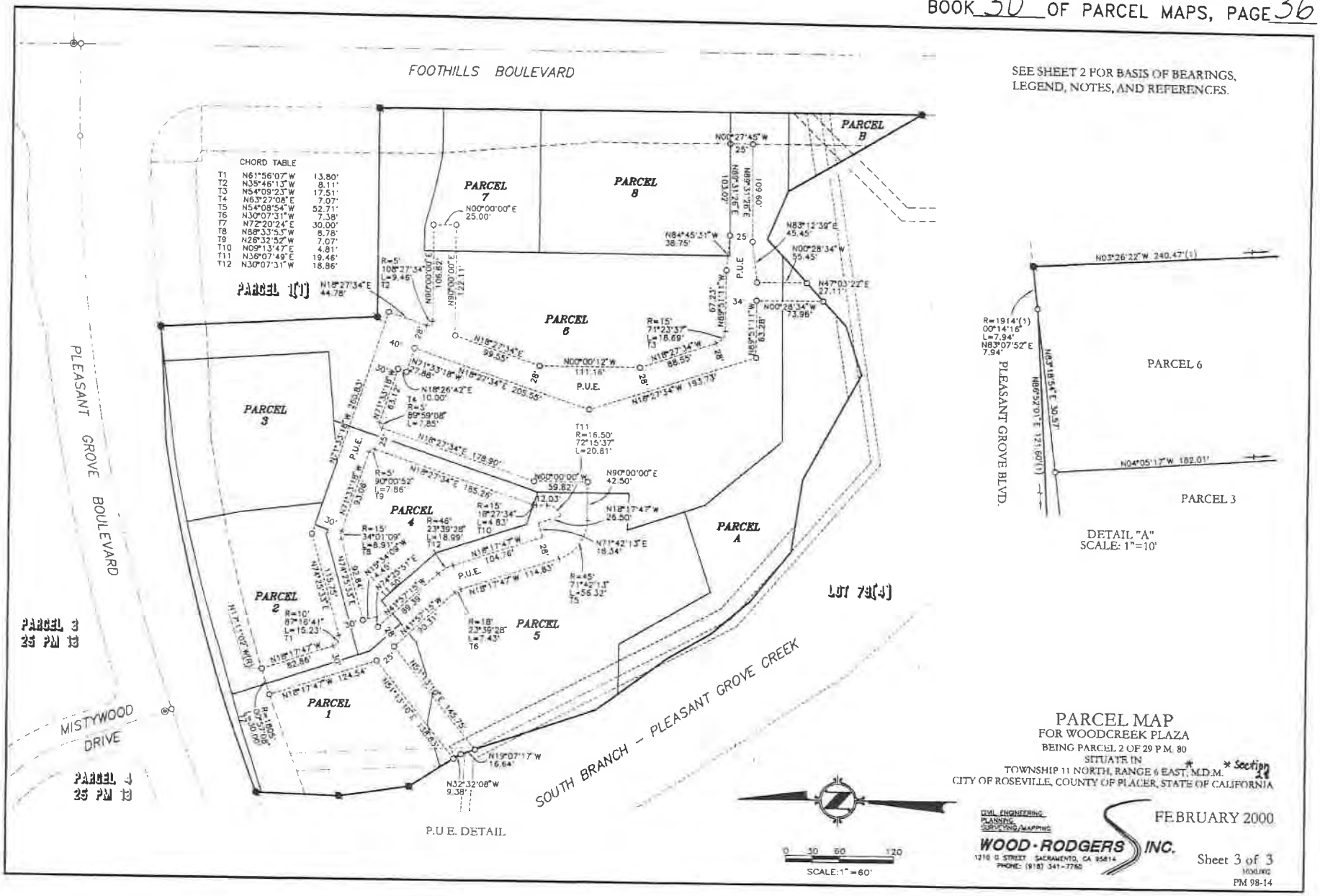
1210 G STREET SACRAMENTO, CA 95814
PHONE: (916) 341-7760

Sheet 2 of 3

1030.002

PM 98-14

Case: 24-10715 Doc# 192-20 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 7 of 410



SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES, AND REFERENCES.

PARCEL MAP

FOR WOODCREEK PLAZA

BEING PARCEL 2 OF 29 P.M. 80

SITUATE IN

TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M. * Section 12

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

FEBRUARY 2000

CIVIL ENGINEERING
PLANNING
SURVEYING/MAPPING
WOOD-RODGERS INC.
1216 G STREET SACRAMENTO, CA 95814
PHONE: (916) 341-7760

Sheet 3 of 3

PM 98-14

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Case: 24-10715 Doc# 192-20 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 9 of 410

BOOK 29 OF PARCEL MAPS, PAGE 80

PARCEL MAP

BEING A PORTION OF LOT 15 OF THAT CERTAIN PLAT ENTITLED "NORTHWEST ROSEVILLE SPECIFIC PLAN UNIT NO. 2" FILED IN BOOK Q OF MAPS, PAGE 56, ALSO BEING A PORTION OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M.
CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
CUNNINGHAM ENGINEERING CO.
AUGUST 1998
SHEET 1 OF 2 SHEETS

OWNER'S STATEMENT:

THE UNDERSIGNED, BEING THE ONLY PERSON HAVING ANY RECORD TITLE INTERESTS IN THE LANDS SUBDIVIDED HEREON, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE TO SPECIFIC PURPOSES THE FOLLOWING:

(A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A SEWER LINE TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PUBLIC SEWER EASEMENT".

(B) PUBLIC EASEMENT FOR TRAFFIC CONTROL APPURTENANCES ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "T.C.E."

(C) PRIVATE EASEMENTS FOR DRAINAGE, CONSISTING OF SURFACE AND SUBSURFACE SYSTEMS, OVER, UNDER, AND ACROSS PARCELS 1 AND 2 (EXCEPT LOCATIONS OF ALL EXISTING AND FUTURE BUILDING STRUCTURES) FOR THE MUTUAL, RECIPROCAL, AND NON-EXCLUSIVE BENEFIT OF PARCELS 1 AND 2.

SIERRA WOODCREEK, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

BY _____
David T. Econome
Managing Member
Sierra Woodcreek, LLC.

NOTARY'S STATEMENT:

STATE OF CALIFORNIA
COUNTY OF Sacramento
ON 8-10-98 BEFORE ME S.K. Williamson
PERSONALLY APPEARED DAVID T. Econome
_____ PERSONALLY KNOWN TO ME —OR— PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED EXECUTED THE INSTRUMENT.

WITNESS MAY HAND AND OFFICIAL SEAL
_____
NOTARY PUBLIC, STATE OF CALIFORNIA
PRINT NAME S.K. Williamson
MY PRINCIPAL PLACE OF BUSINESS Sacramento, California
MY COMMISSION EXPIRES: 12-11-98

TRUSTEE'S STATEMENT:

SIERRA VALLEY TITLE COMPANY, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED DECEMBER 31, 1997, SERIES NO. 97-0083781, OF PLACER COUNTY OFFICIAL RECORDS.

_____
J.M. Borras
VICE PRESIDENT

NOTARY'S STATEMENT:

STATE OF CALIFORNIA
COUNTY OF Sacramento
ON 8-10-98 BEFORE ME S.K. Williamson
PERSONALLY APPEARED J.M. Borras
_____ PERSONALLY KNOWN TO ME —OR— PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO ME THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED EXECUTED THE INSTRUMENT.

WITNESS MAY HAND AND OFFICIAL SEAL
_____
NOTARY PUBLIC, STATE OF CALIFORNIA
PRINT NAME S.K. Williamson
MY PRINCIPAL PLACE OF BUSINESS Sacramento, County
MY COMMISSION EXPIRES: 12-11-98

SURVEYOR'S STATEMENT:

THIS MAP PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SIERRA WOODCREEK, LLC IN APRIL 1998. I HEREBY STATE THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON WILL BE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED BY DECEMBER 31, 2000, AND WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED 8-8-98
_____
TOM D. MORROW, L.S. 5161

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID PARCEL MAP IS TECHNICALLY CORRECT.

DATED 8/10/98
_____
LARRY D. PAGEL
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. 27224
LICENSE EXPIRES: 3/31/01

CITY CLERK'S STATEMENT:

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE HAS APPROVED THIS PARCEL MAP AND HAS ACCEPTED ON BEHALF OF THE PUBLIC SUBJECT TO IMPROVEMENT THE EASEMENTS OFFERED HEREON FOR DEDICATION, IN ACCORDANCE WITH THE TERMS OF THAT OFFER.

DATED 8/19/98
_____
CITY CLERK, CITY OF ROSEVILLE

DATED _____
_____
DEPUTY CITY CLERK

RECORDER'S STATEMENT:

ACCEPTED FOR RECORD AND FILED WITH THE OFFICE OF THE RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, AT 09 MINUTES AFTER 3 PM O'CLOCK P M. ON THE 27th DAY OF August 1998 AND RECORDED IN BOOK 29 OF PARCEL MAPS, AT PAGE 80 AT THE REQUEST OF CUNNINGHAM ENGINEERING COMPANY.

FILE NO. 98-68327
_____
JIM McCauley
COUNTY RECORDER OF PLACER COUNTY

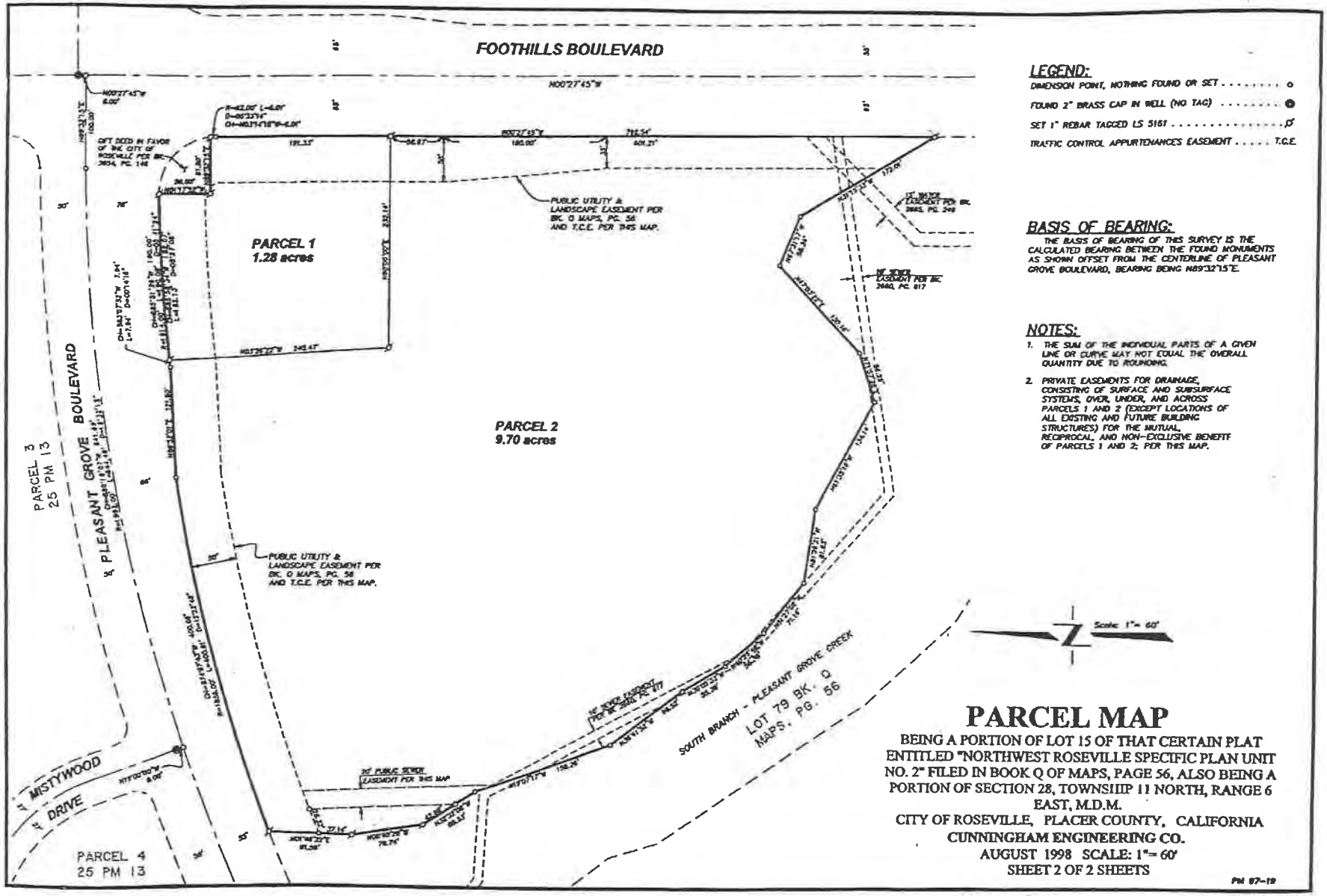
FEE: $ 11.00 BY: _____
C. Costa
DEPUTY

PM 97-19

OM OF LOT 15 Q - 56

APN 477-100

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LEGEND:

DIMENSION POINT, NOTHING FOUND OR SET . . . . . o

FOUND 2" BRASS CAP IN WELL (NO TAG) . . . . . ⊙

SET 1" REBAR TAGGED LS 5161 . . . . . ⌀

TRAFFIC CONTROL APPURTENANCES EASEMENT . . . . . T.C.E.

BASIS OF BEARING:

THE BASIS OF BEARING OF THIS SURVEY IS THE CALCULATED BEARING BETWEEN THE FOUND MONUMENTS AS SHOWN OFFSET FROM THE CENTERLINE OF PLEASANT GROVE BOULEVARD, BEARING BEING N89°32'15"E.

NOTES:

1. THE SUM OF THE INDIVIDUAL PARTS OF A GIVEN LINE OR CURVE MAY NOT EQUAL THE OVERALL QUANTITY DUE TO ROUNDING.
2. PRIVATE EASEMENTS FOR DRAINAGE, CONSISTING OF SURFACE AND SUBSURFACE SYSTEMS, OVER, UNDER, AND ACROSS PARCELS 1 AND 2 (EXCEPT LOCATIONS OF ALL EXISTING AND FUTURE BUILDING STRUCTURES) FOR THE MUTUAL, RECIPROCAL, AND NON-EXCLUSIVE BENEFIT OF PARCELS 1 AND 2, PER THIS MAP.

PARCEL MAP

BEING A PORTION OF LOT 15 OF THAT CERTAIN PLAT ENTITLED "NORTHWEST ROSEVILLE SPECIFIC PLAN UNIT NO. 2" FILED IN BOOK Q OF MAPS, PAGE 56, ALSO BEING A PORTION OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M.
CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
CUNNINGHAM ENGINEERING CO.
AUGUST 1998 SCALE: 1"= 60'
SHEET 2 OF 2 SHEETS

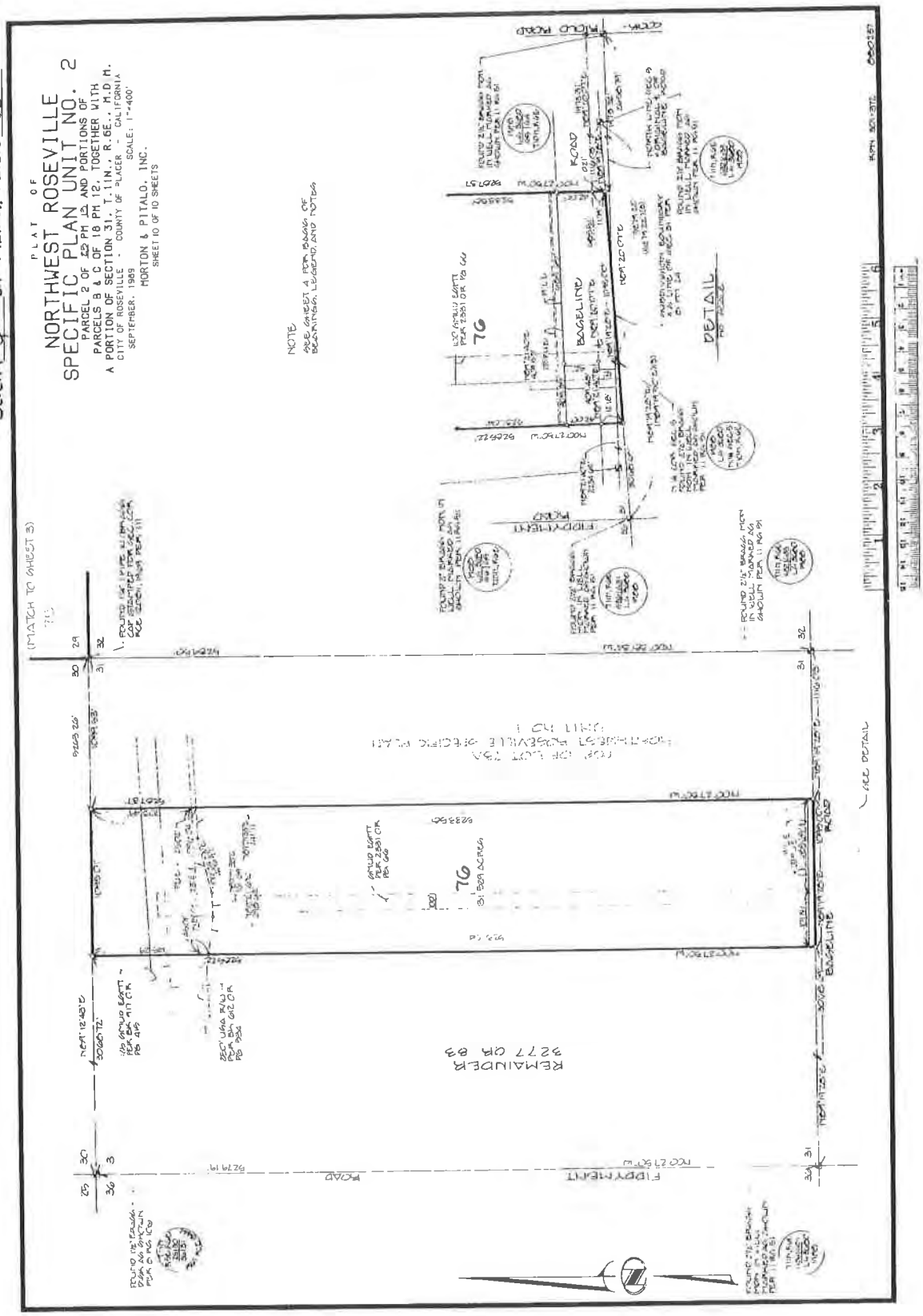
PM 97-19

Q/56

BOOK 9 OF MAPS, PAGE 56

PLAT OF
NORTHWEST ROSEVILLE
SPECIFIC PLAN UNIT NO. 2
PARCEL 2 OF 25 PM 13 AND PORTIONS OF
PARCELS B & C OF 18 PM 12, TOGETHER WITH
A PORTION OF SECTION 31, T.11N., R.6E., M.D.M.
CITY OF ROSEVILLE - COUNTY OF PLACER - CALIFORNIA
SEPTEMBER, 1989 SCALE: 1"=400'
MORTON & PITALO, INC.
SHEET 10 OF 10 SHEETS

NOTE
SEE SHEET 1 FOR BASIS OF BEARINGS, LEGEND AND NOTES



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BOOK Q OF MAPS, PAGE 56.

PLAT OF

NORTHWEST ROSEVILLE SPECIFIC PLAN UNIT NO. 2

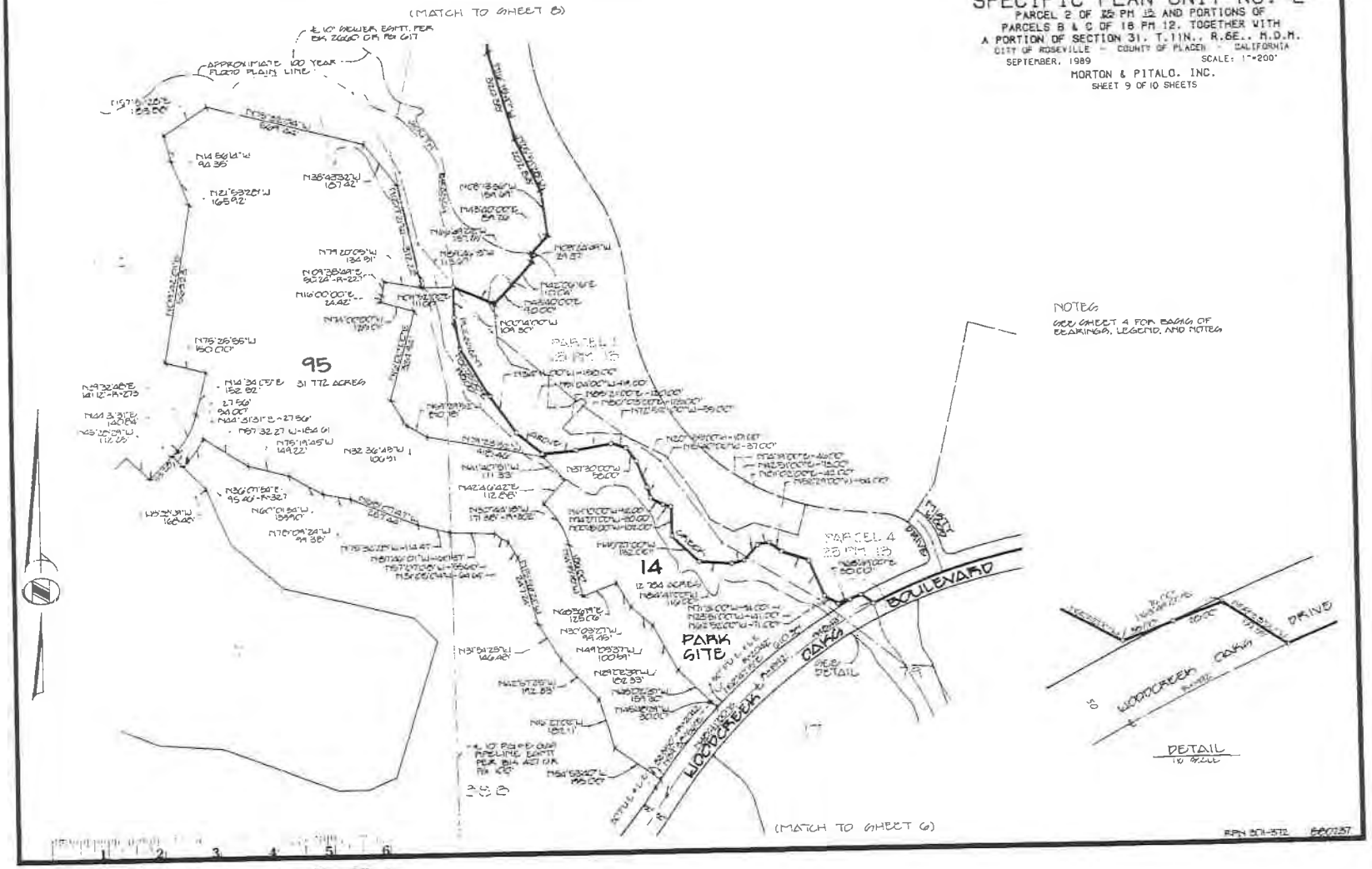
PARCEL 2 OF 25 PM 15 AND PORTIONS OF PARCELS B & C OF 18 PM 12, TOGETHER WITH A PORTION OF SECTION 31, T.11N., R.6E., M.D.M.

CITY OF ROSEVILLE — COUNTY OF PLACER — CALIFORNIA

SEPTEMBER, 1989 SCALE: 1"=200'

MORTON & PITALO, INC.

SHEET 9 OF 10 SHEETS



Q/5

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BOOK Q OF MAPS, PAGE 56

PLAT OF

NORTHWEST ROSEVILLE SPECIFIC PLAN UNIT NO. 2

PARCEL 2 OF PM 12 AND PORTIONS OF PARCELS B & C OF 18 PM 12, TOGETHER WITH A PORTION OF SECTION 31, T.11N., R.6E., M.D.M.

CITY OF ROSEVILLE - COUNTY OF PLACER - CALIFORNIA

SEPTEMBER 1989

MORTON & PITALO, INC.

SHEET 1 OF 10 SHEETS

DESCRIPTION

PARCEL

SECTIONS ... OF ... SECTIONS 21, 28, AND 29, TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M., AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 29; THENCE, FROM SAID POINT OF BEGINNING, ALONG THE WEST LINE OF SAID SECTION 29, NORTH 00° 8'42" WEST 524.48 FEET TO THE NORTHWEST CORNER OF SAID SECTION 29; THENCE, ALONG THE NORTH LINE OF SAID SECTION 29, NORTH 89°45'36" EAST 3232.03 FEET TO A POINT ON THE WEST LINE OF PARCEL A OF PARCEL MAP FILED IN BOOK 15 OF PARCEL MAPS, PAGE 139, PLACER COUNTY RECORDS; THENCE, ALONG THE WEST AND SOUTH LINES OF SAID PARCEL A THE FOLLOWING TEN (10) COURSES: (1) SOUTH 00°26'48" EAST 125.24 FEET; (2) NORTH 89°40'28" EAST 2645.28 FEET; (3) NORTH 00°28'15" WEST 126.34 FEET; (4) NORTH 86°44'29" EAST 596.15 FEET; (5) NORTH 36°33'27" EAST 317.26 FEET; (6) NORTH 79°01'45" EAST 372.00 FEET; (7) SOUTH 86°59'18" EAST 129.81 FEET; (8) SOUTH 65°45'39" EAST 810.00 FEET; (9) SOUTH 01°15'38" EAST 84.54 FEET; AND (10) NORTH 88°44'22" EAST 410.00 FEET TO A POINT ON THE WEST LINE OF FOOTHILLS BOULEVARD, SAID POINT BEING THE NORTHEASTERLY CORNER OF PARCEL 2 AS SAID PARCEL IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP FILED IN BOOK 15 OF PARCEL MAPS, PAGE 15, PLACER COUNTY RECORDS; THENCE, ALONG THE EASTERLY AND SOUTHERLY BOUNDARY OF SAID PARCEL 2 THE FOLLOWING TWENTY-SEVEN (27) COURSES: (1) SOUTH 00°26'42" EAST 999.16 FEET; (2) SOUTHERLY ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, CONCAVE TO THE EAST, HAVING A RADIUS OF 2095.12 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 01°27'51" EAST 59.47 FEET; (3) SOUTHWESTERLY ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 43°32'09" WEST 25.98 FEET; (4) SOUTH 89°20'18" WEST 108.12 FEET; (5) WESTERLY ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 270.00 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 74°51'39" WEST 145.71 FEET; (6) NORTHWESTERLY ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 203.00 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 51°13'56" WEST 67.31 FEET; (7) NORTH 51°59'00" EAST 330.00 FEET; (8) NORTH 27°15'05" WEST 230.59 FEET; (9) NORTH 36°20'10" WEST 204.62 FEET; (10) NORTH 48°12'35" WEST 250.73 FEET; (11) NORTH 71°32'18" WEST 180.07 FEET; (12) SOUTH 75°04'19" WEST 145.26 FEET; (13) SOUTH 67°10'10" WEST 99.26 FEET; (14) SOUTH 42°36'58" WEST 174.63 FEET; (15) SOUTH 61°14'40" WEST 203.27 FEET; (16) SOUTH 59°33'10" WEST 259.39 FEET; (17) SOUTH 66°02'56" WEST 169.38 FEET; (18) SOUTH 34°15'51" WEST 204.40 FEET; (19) SOUTH 00°26'42" EAST 551.56 FEET; (20) SOUTH 15°15'42" EAST 380.35 FEET; (21) SOUTH 20°51'28" EAST 205.83 FEET; (22) SOUTH 08°13'35" EAST 155.89 FEET; (23) SOUTH 43°40'00" WEST 65.26 FEET; (24) SOUTH 03°24'48" EAST 29.27 FEET; (25) SOUTH 42°00'18" WEST 110.04 FEET; (26) SOUTH 43°40'00" WEST 97.00 FEET; AND (27) NORTH 00°49'00" WEST 157.26 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF SAID PARCEL MAP FILED IN BOOK ... OF PARCEL MAPS, PAGE ...; THENCE, ALONG SAID WESTERLY BOUNDARY LINE THE FOLLOWING TWENTY-FIVE (25) COURSES: (1) SOUTH 00°14'00" EAST 109.00 FEET; (2) SOUTH 09°53'00" EAST 11.00 FEET; (3) SOUTH 13°33'00" EAST 138.00 FEET; (4) SOUTH 34°10'00" EAST 186.00 FEET; (5) SOUTH 51°04'00" EAST 114.00 FEET; (6) NORTH 85°21'00" EAST 120.00 FEET; (7) NORTH 80°03'00" EAST 185.00 FEET; (8) SOUTH 72°52'00" EAST 25.00 FEET; (9) SOUTH 23°20'00" EAST 58.00 FEET; (10) SOUTH 20°55'00" EAST 101.00 FEET; (11) SOUTH 15°40'00" EAST 37.00 FEET; (12) SOUTH 61°10'00" EAST 93.00 FEET; (13) SOUTH 74°07'00" EAST 80.00 FEET; (14) SOUTH 00°49'00" EAST 102.00 FEET; (15) SOUTH 10°27'00" EAST 132.00 FEET; (16) SOUTH 54°41'00" EAST 116.00 FEET; (17) NORTH 74°19'00" EAST 46.00 FEET; (18) NORTH 42°51'00" EAST 73.00 FEET; (19) NORTH 81°02'00" EAST 42.00 FEET; (20) SOUTH 50°29'00" EAST 54.00 FEET; (21) SOUTH 71°31'00" EAST 94.00 FEET; (22) SOUTH 22°31'00" EAST 141.00 FEET; (23) SOUTH 62°52'00" EAST 24.00 FEET; (24) NORTH 63°49'00" EAST 75.00 FEET; AND (25) SOUTH 45°33'00" EAST 135.39 FEET; THENCE, EASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1992.00 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 89°22'02" EAST 907.74 FEET; THENCE NORTH 00°32'18" EAST 100.00 FEET TO A POINT ON THE CENTERLINE OF FOOTHILLS BOULEVARD; THENCE, ALONG SAID CENTERLINE NORTH 00°27'45" WEST 8.00 FEET TO AN ANGLE POINT ON THE EASTERLY BOUNDARY LINE OF SAID PARCEL MAP FILED IN BOOK ... OF PARCEL MAPS, PAGE ...; THENCE, ALONG SAID EASTERLY BOUNDARY NORTH 89°32'15" EAST 55.00 FEET TO A POINT ON THE EASTERLY LINE OF FOOTHILLS BOULEVARD; THENCE, ALONG SAID EASTERLY LINE OF FOOTHILLS BOULEVARD THE FOLLOWING TWO (2) COURSES: (1) SOUTH 00°27'45" EAST 2250.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 28; THENCE, ALONG SAID SOUTHERLY LINE SOUTH 89°32'15" WEST 2651.80 FEET TO THE SOUTHEASTERLY CORNER OF SAID SECTION 29; THENCE, ALONG THE SOUTHERLY LINE OF SAID SECTION 29, SOUTH 89°21'59" WEST 5291.38 FEET TO THE POINT OF BEGINNING; CONTAINING 8 3.440 ACRES, MORE OR LESS.

PARCEL 2

A PORTION OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF THE SOUTH LINE OF SAID SECTION 31, WHICH BEARS SOUTH 89°12'20" WEST 1160.00 FEET FROM THE SOUTHEASTERLY CORNER OF SAID SECTION 31; THENCE FROM SAID POINT OF BEGINNING ALONG THE SOUTH LINE OF SAID SECTION 31, SOUTH 89°12'20" WEST 1095.00 FEET; THENCE, NORTH 30°27'30" WEST 5285.22 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 31; THENCE ALONG SAID NORTH LINE NORTH 89°12'20" EAST 1095.01 FEET; THENCE SOUTH 30°27'30" EAST 5267.37 FEET TO THE POINT OF BEGINNING; CONTAINING 132.805 ACRES, MORE OR LESS.

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS MAP AND IRREVOCABLY OFFER FOR DEDICATION AND DO HEREBY DEDICATE IN FEE TO ANY AND ALL PUBLIC PURPOSES THE BOULEVARDS, DRIVE, AND ROAD SHOWN HEREON AND ALSO IRREVOCABLY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR PARTICULAR PURPOSES THE FOLLOWING:

(A) [illegible] FOR [illegible] THE PURPOSES OF PEDESTRIAN TRAFFIC, BICYCLE TRAFFIC AND MAINTENANCE OF ELECTROLIERS, WATER AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEPHONE, AND TELEVISION SERVICES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER, AND ACROSS THOSE STRIPS OF LAND LYING WITHIN THE [illegible] AND/OR SIDELINES OF [illegible] AND LINES SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT".

(B) EASEMENTS FOR INSTALLATION AND MAINTENANCE OF WATER, GAS, SEWER AND DRAINAGE PIPES, AND FOR POLES AND OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION, AND TELEPHONE SERVICES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER, AND ACROSS THOSE STRIPS OF LAND LYING BETWEEN THE REAR AND/OR SIDELINES OF LOTS AND LINES SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT".

(C) EASEMENTS FOR INSTALLATION AND MAINTENANCE OF SEWER PIPES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER, AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "SEWER EASEMENT".

(D) LOTS 6, 14, 25, AND 74 TO BE USED FOR PUBLIC PARK PURPOSES.

(E) LOT 24, IS RESERVED FOR A SCHOOL SITE FOR THE DRY CREEK SCHOOL DISTRICT PER SECTION 66478 AND SECTION 66479 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

(F) LOTS 300 AND 308 TO BE USED FOR GOLF COURSE PURPOSES.

(G) A RIGHT OF WAY AND DRAINAGE EASEMENT FOR THE PURPOSE OF DIGGING CONSTRUCTING, RECONSTRUCTING, REPAIRING, AND FOREVER MAINTAINING THEREON A DRAINAGE CANAL, DITCH, OR PIPE LINE FOR DRAINAGE PURPOSES, TOGETHER WITH THE SPOIL BANKS AND APPURTENANCE STRUCTURES THEREOF OVER THAT CERTAIN REAL PROPERTY SHOWN HEREON AND DESIGNATED "DRAINAGE EASEMENT".

(H) [illegible] FOR THE INSTALLATION AND MAINTENANCE OF WATER, GAS, SEWER AND DRAINAGE PIPES, AND FOR POLES AND OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION, AND TELEPHONE SERVICES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER, AND ACROSS THOSE STRIPS OF LAND LYING WITHIN LOTS CONTIGUOUS TO THE [illegible] AND/OR SIDELINES OF [illegible] AND LINES SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT".

(I) LOT 76 TO BE USED FOR OPEN SPACE AND STREAM BED MAINTENANCE PURPOSES.

SAMMIS ROSEVILLE ASSOCIATES, A CALIFORNIA GENERAL PARTNERSHIP

BY: SAMMIS FOOTHILL ASSOCIATES, A CALIFORNIA GENERAL PARTNERSHIP, AS GENERAL PARTNER

BY: _____
CARL F. WILLGERODT, GENERAL PARTNER

BY: _____
SAMUEL G. LINDSAY, GENERAL PARTNER

BY: NEW ENGLAND MUTUAL LIFE INSURANCE COMPANY, AS GENERAL PARTNER

BY: COPLEY REAL ESTATE ADVISORS INC., A MASSACHUSETTS CORPORATION, ASSET MANAGER AND ADVISOR HEREUNTO DULY AUTHORIZED

BY: _____
ITS: Managing Director

NOTARY'S STATEMENT

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

ON August 30, 1989 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED CARL F. WILLGERODT AND SAMUEL G. LINDSAY KNOWN TO ME TO BE TWO OF THE PARTNERS OF SAMMIS FOOTHILL ASSOCIATES, A CALIFORNIA GENERAL PARTNERSHIP, THE PARTNERSHIP THAT EXECUTED THE WITHIN INSTRUMENT AND THAT SUCH PARTNERSHIP EXECUTED THE SAME AS A PARTNER OF SAMMIS ROSEVILLE ASSOCIATES, A CALIFORNIA GENERAL PARTNERSHIP, THE PARTNERSHIP THEREIN NAMED AND ACKNOWLEDGED TO ME THAT THE PARTNERSHIP EXECUTED IT.

_____
NOTARY PUBLIC, STATE OF CALIFORNIA

MY COMMISSION EXPIRES: 4-11-90

NOTARY'S STATEMENT

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK

ON August 31, 1989 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED STEPHEN H. ANTHONY PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHO EXECUTED THE WITHIN INSTRUMENT AS MANAGING DIRECTOR ON BEHALF OF COPLEY REAL ESTATE ADVISORS, INC., THE CORPORATION THEREIN NAMED, AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE WITHIN INSTRUMENT PURSUANT TO ITS BY-LAWS OR A RESOLUTION OF ITS BOARD OF DIRECTORS. SAID CORPORATION BEING KNOWN TO ME TO BE THE ASSET MANAGER AND ADVISOR OF NEW ENGLAND MUTUAL LIFE INSURANCE COMPANY, A MASSACHUSETTS CORPORATION, THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT, PURSUANT TO ITS BY-LAWS OR A RESOLUTION OF ITS BOARD OF DIRECTORS, SAID CORPORATION BEING KNOWN TO ME TO BE ONE OF THE PARTNERS OF SAMMIS ROSEVILLE ASSOCIATES, A CALIFORNIA GENERAL PARTNERSHIP, THE PARTNERSHIP THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME AS SUCH PARTNERS AND THAT SUCH PARTNER EXECUTED THE SAME.

_____
NOTARY PUBLIC, COMMONWEALTH OF MASSACHUSETTS

MY COMMISSION EXPIRES: 9-2-94

PAGE 2 OF 10 SHEETS

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BOOK Q OF MAPS, PAGE 56

PLAT OF

NORTHWEST ROSEVILLE SPECIFIC PLAN UNIT NO. 2

PARCEL 2 OF 72 PM 32 AND PORTIONS OF
PARCELS B & C OF 18 PM 12, TOGETHER WITH
A PORTION OF SECTION 31, T.11N., R.5E., M.D.M.
CITY OF ROSEVILLE - COUNTY OF PLACER - CALIFORNIA
SEPTEMBER 1985
MORTON & PITALO, INC.
SHEET 2 OF 10 SHEETS

TRUSTEE'S STATEMENT

NORTH AMERICAN TITLE COMPANY, INC., A CALIFORNIA CORPORATION, AS TRUSTEE UNDER DEED OF TRUST RECORDED IN BOOK 3277, PAGE 78, (RE-RECORDED IN BOOK 3354, PAGE 367 OFFICIAL RECORDS OF PLACER COUNTY.

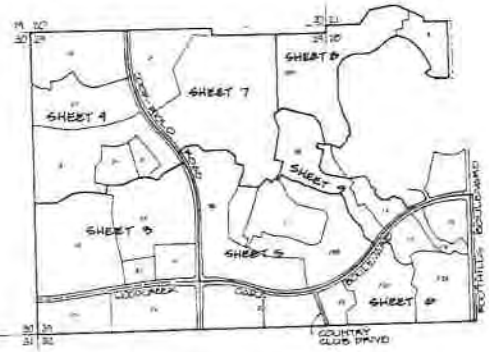
Lorraine Nelson — Asst Secretary

STATE OF CALIFORNIA
COUNTY OF Sacramento

ON September 19, 1989 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED Lorraine Nelson PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PRESIDENT, AND PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE ASST SECRETARY OF THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE WITHIN INSTRUMENT PURSUANT TO ITS BY-LAWS OR A RESOLUTION OF ITS BOARD OF DIRECTORS.

Jill Ellen Upton
NOTARY PUBLIC, STATE OF CALIFORNIA

OFFICIAL SEAL
JILL ELLEN UPTON
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My Comm. Expires Jan 27, 1990



BENEFICIARY STATEMENT

SAN JACINTO SAVINGS ASSOCIATION, A TEXAS STATE CHARTERED SAVINGS AND LOAN ASSOCIATION, AS BENEFICIARY UNDER DEED OF TRUST RECORDED IN BOOK 3251, PAGE 659, OFFICIAL RECORDS OF PLACER COUNTY.

[signature] — [signature]

STATE OF Texas
COUNTY OF Dallas

ON November 17, 1989 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED [illegible] PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE Vice PRESIDENT, AND [illegible] PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE Asst SECRETARY OF THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE WITHIN INSTRUMENT PURSUANT TO ITS BY-LAWS OR A RESOLUTION OF ITS BOARD OF DIRECTORS.

Dorothy Anne Schreiber
NOTARY PUBLIC, STATE OF CALIFORNIA

DOROTHY ANNE SCHREIBER
Notary Public, State of Texas
My Commission Expires 1-19-91

SURVEYOR'S STATEMENT

I HEREBY STATE THAT THIS PLAT OF NORTHWEST ROSEVILLE SPECIFIC PLAN UNIT NO. 2 MADE UNDER MY DIRECTION IN SEPTEMBER 1989 IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS WILL BE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY SEPTEMBER 1990 AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED 11/7/89 — RAHLAND D. JOHNSON L.S. 3923

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF NORTHWEST ROSEVILLE SPECIFIC PLAN UNIT NO. 2, AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID PLAT IS TECHNICALLY CORRECT.

DATED 9-22-89 — CITY ENGINEER, CITY OF ROSEVILLE

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS APPROVED THIS PLAT OF NORTHWEST ROSEVILLE SPECIFIC PLAN UNIT NO 2 BUT HAS REJECTED AT THIS TIME ON BEHALF OF THE PUBLIC ALL LANDS, EASEMENTS, AND RIGHTS-OF-WAY HEREON OFFERED FOR DEDICATION.

DATED 9/22/89 — CITY CLERK, CITY OF ROSEVILLE

DATED _____ — DEPUTY CITY CLERK

RECORDER'S STATEMENT

ACCEPTED FOR RECORD AND FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, AT THE REQUEST OF SIERRA VALLEY TITLE COMPANY, AT 33 MINUTES AT 4:00 O'CLOCK P.M. ON THE 11th DAY OF October 1989 AND RECORDED IN BOOK Q OF MAPS, AT PAGE 56

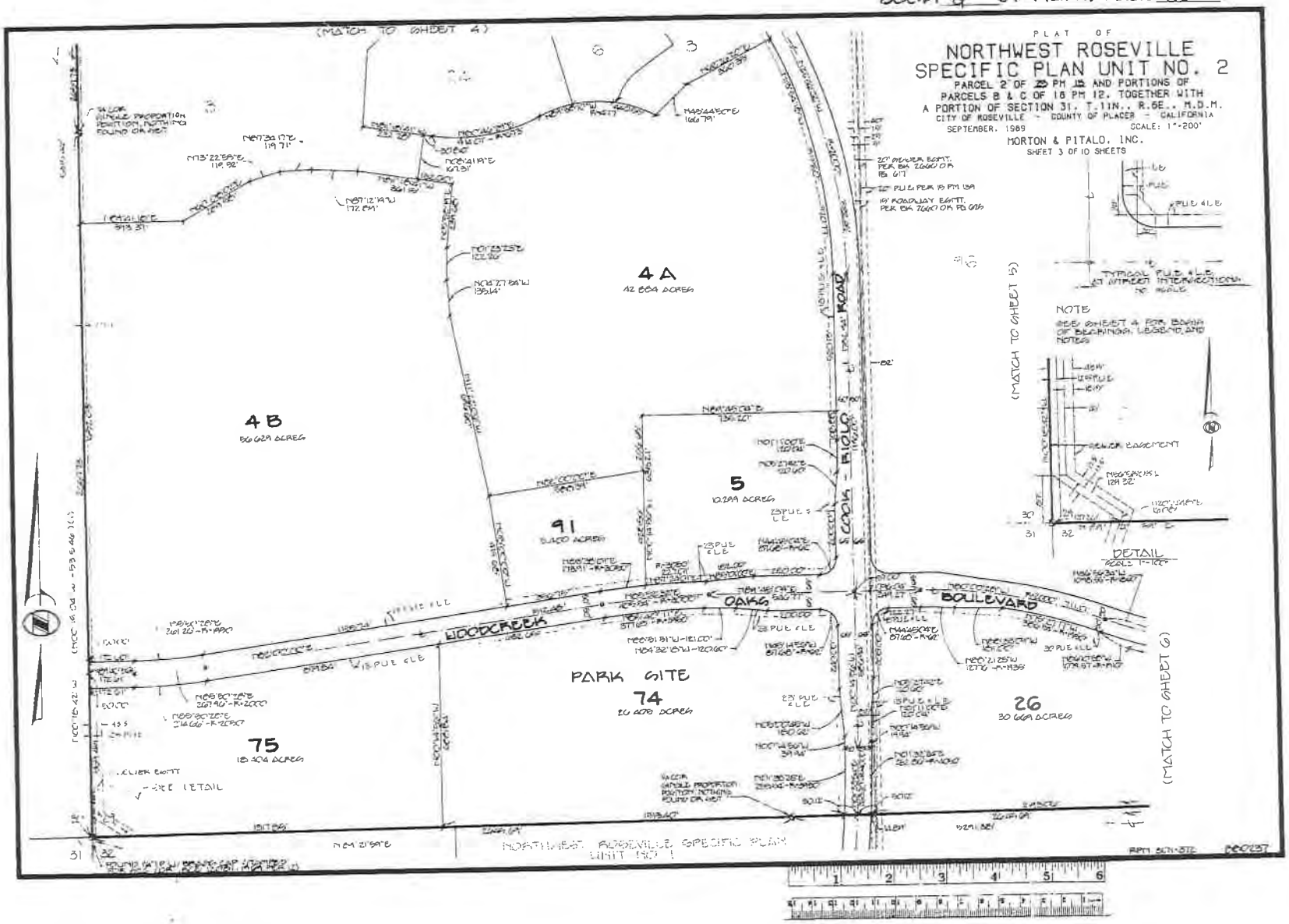
FILE NO 56673 — MARY ANN HULSE, COUNTY RECORDER OF PLACER COUNTY

FEE: $24.00 — BY: J. Bassett, DEPUTY

APN 201-370 8900237

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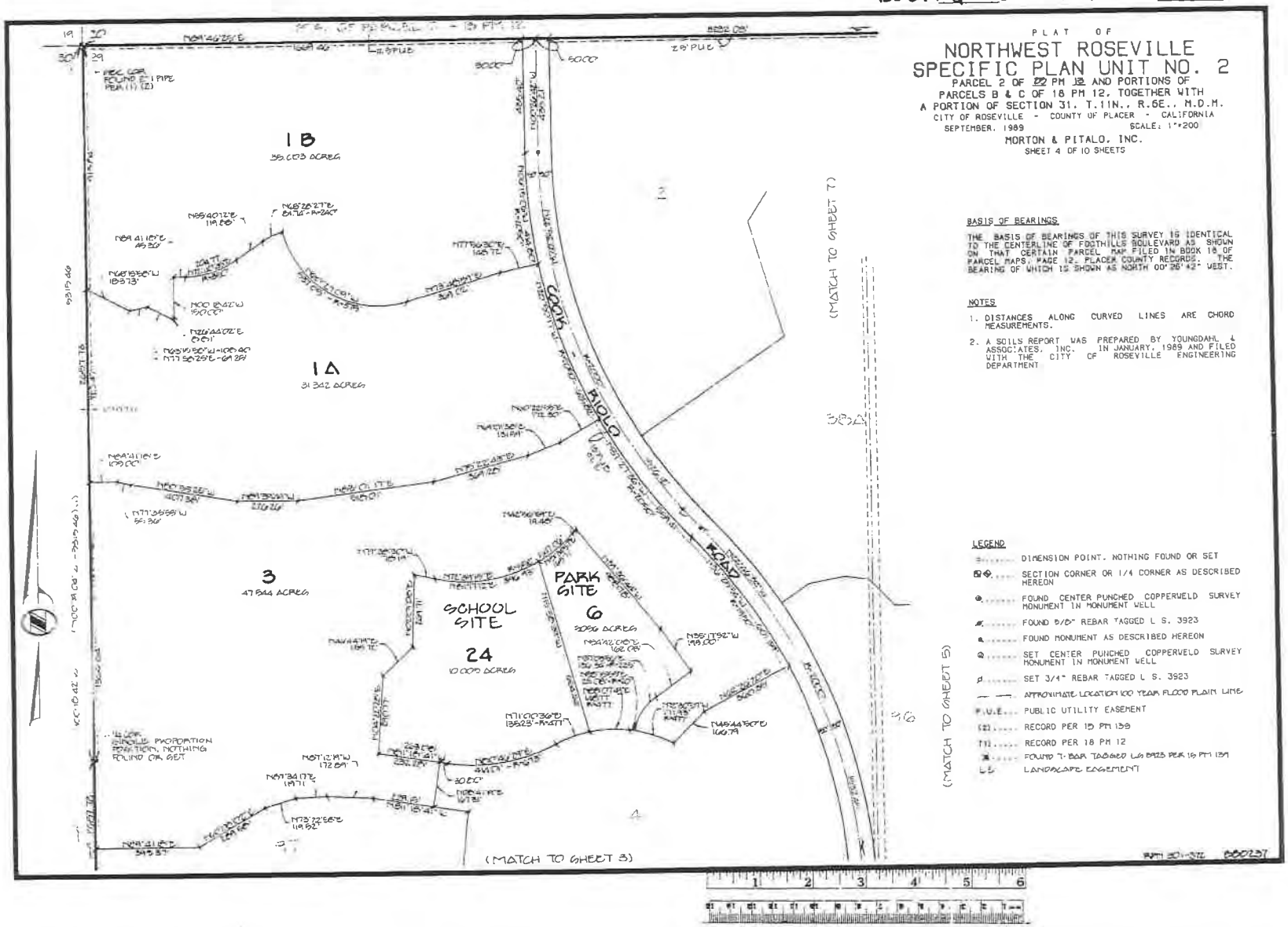
BOOK Q OF MAPS, PAGE 56



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BOOK Q OF MAPS, PAGE 56



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BOOK Q OF MAPS, PAGE 56

PLAT OF

NORTHWEST ROSEVILLE SPECIFIC PLAN UNIT NO. 2

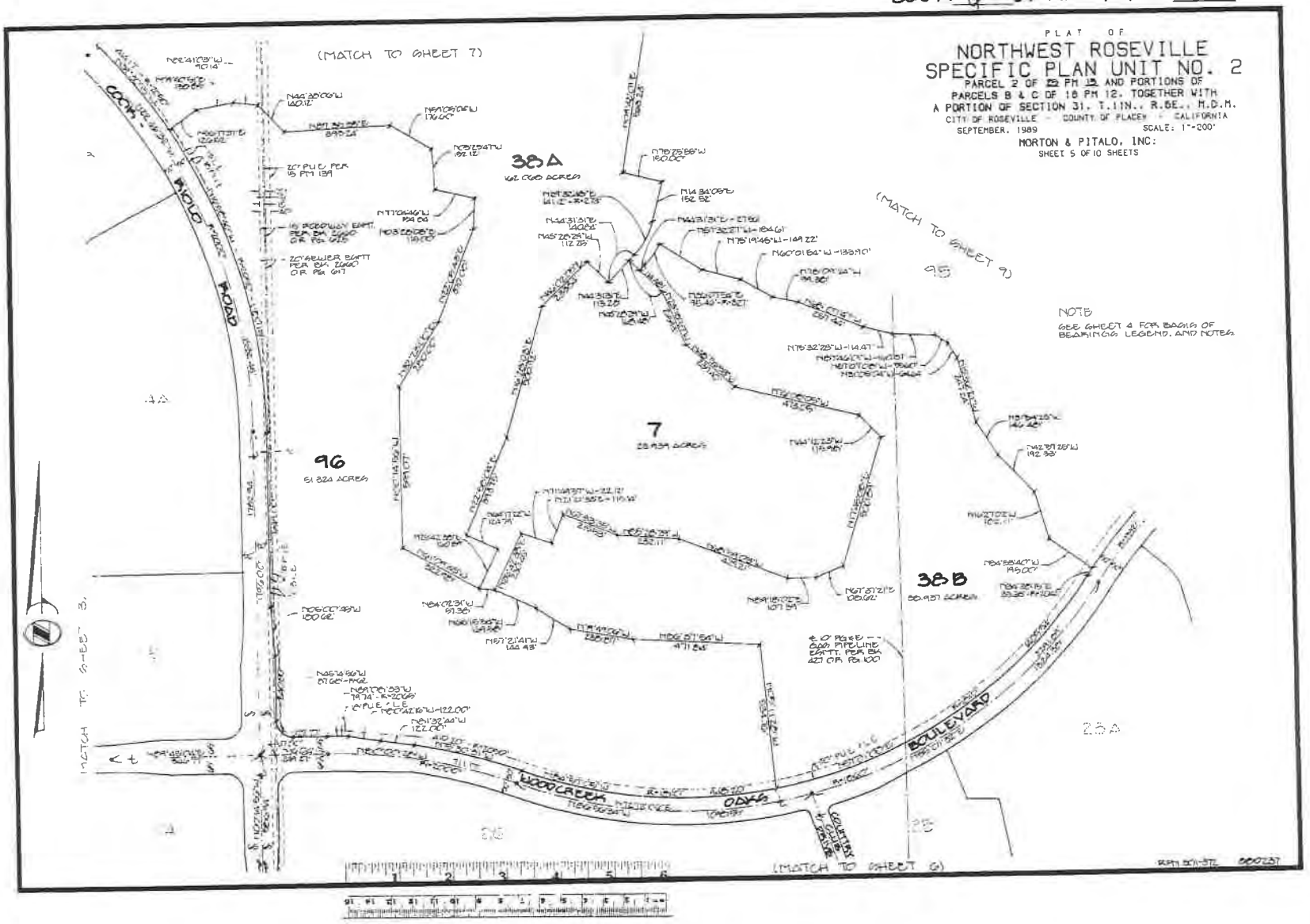
PARCEL 2 OF PM 12 AND PORTIONS OF PARCELS B & C OF 18 PM 12, TOGETHER WITH A PORTION OF SECTION 31, T.11N., R.6E., M.D.M.

CITY OF ROSEVILLE — COUNTY OF PLACER — CALIFORNIA

SEPTEMBER, 1989 SCALE: 1"=200'

MORTON & PITALO, INC.

SHEET 5 OF 10 SHEETS



Pg 1/3

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BOOK Q OF MAPS, PAGE 56

PLAT OF

NORTHWEST ROSEVILLE SPECIFIC PLAN UNIT NO. 2

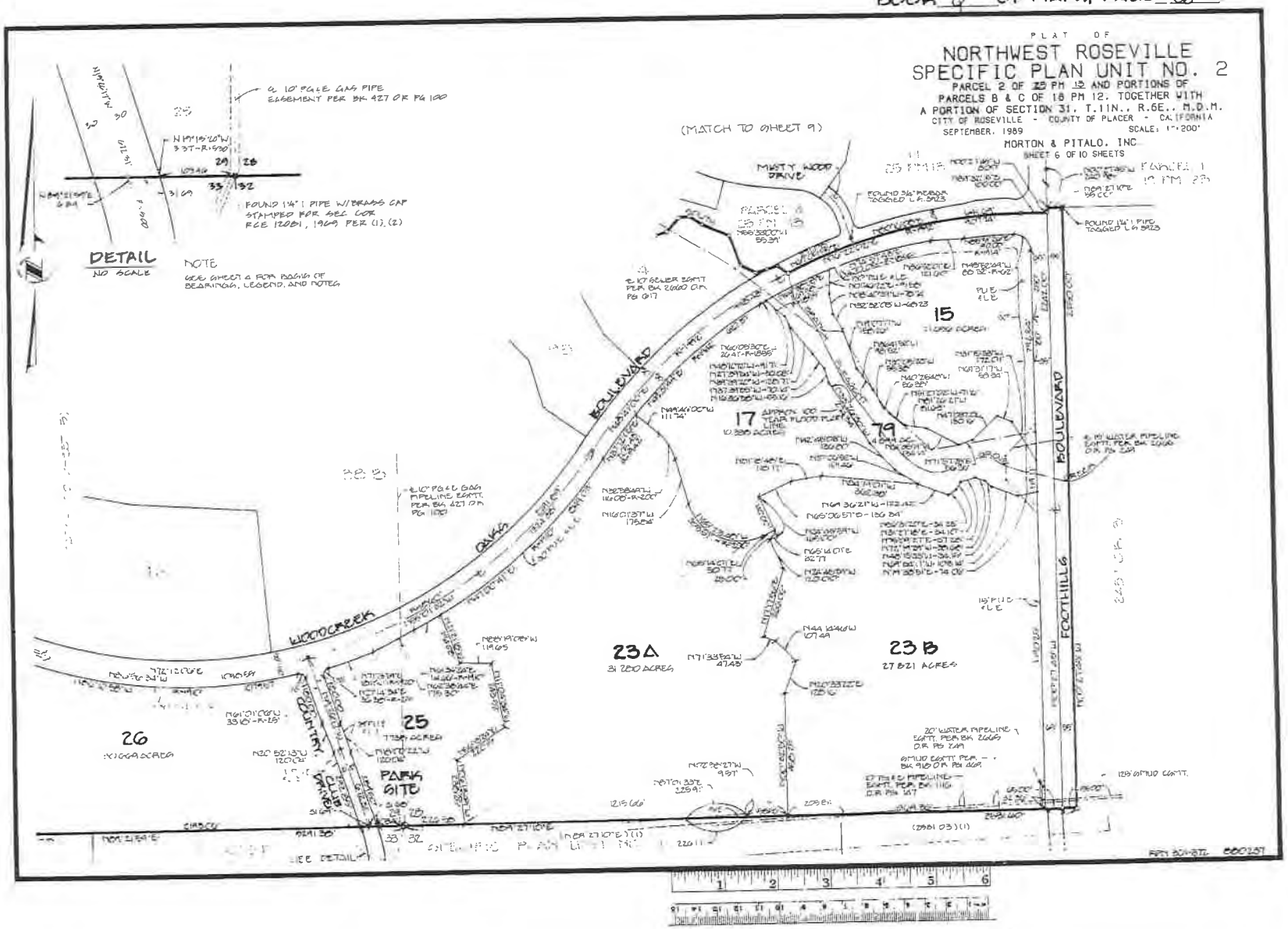
PARCEL 2 OF 25 PM 12 AND PORTIONS OF PARCELS B & C OF 18 PM 12, TOGETHER WITH A PORTION OF SECTION 31, T.11N., R.6E., M.D.M.

CITY OF ROSEVILLE - COUNTY OF PLACER - CALIFORNIA

SEPTEMBER, 1989 SCALE: 1"=200'

MORTON & PITALO, INC

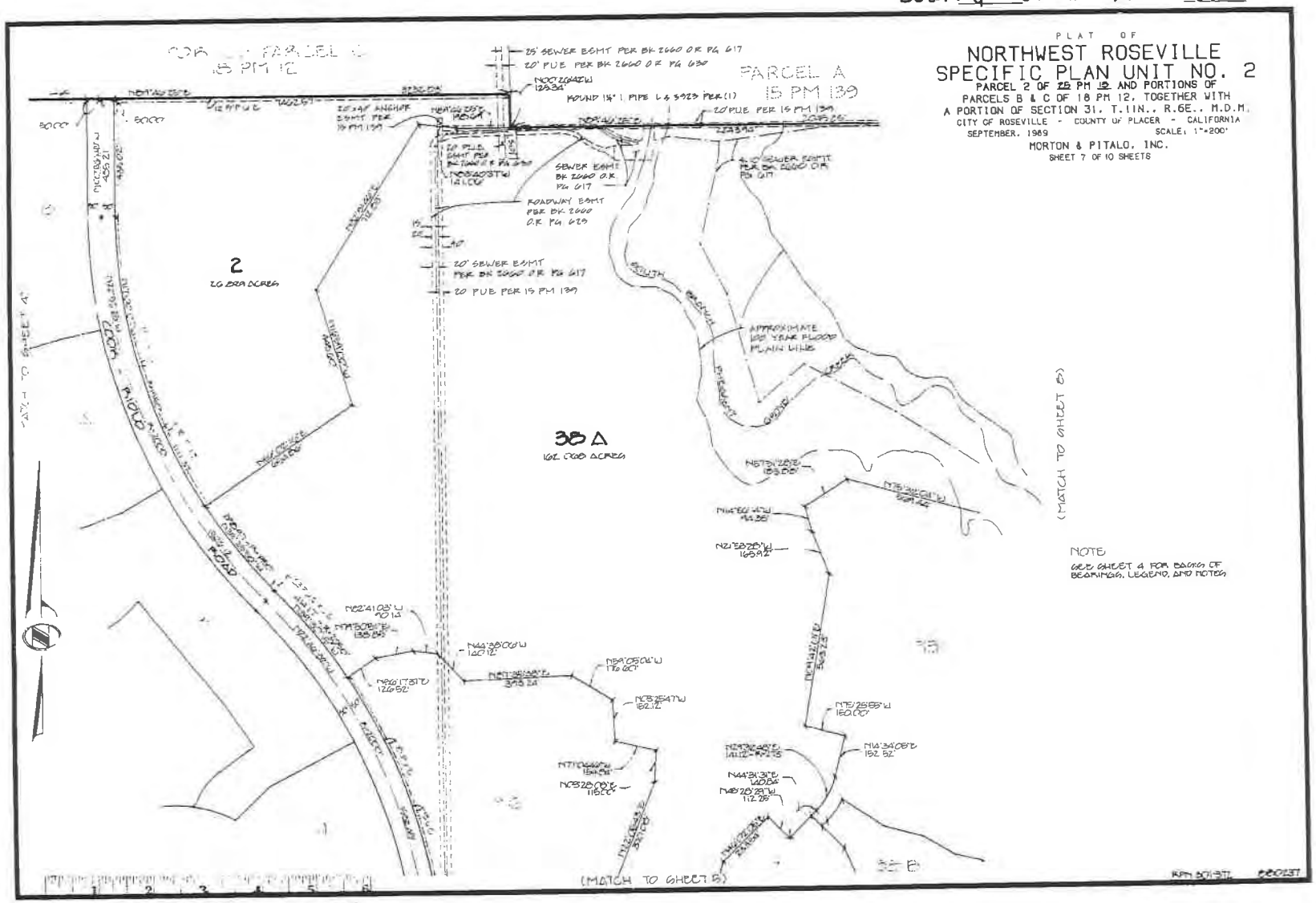
SHEET 6 OF 10 SHEETS



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BOOK Q OF MAPS, PAGE 56



PLAT OF
NORTHWEST ROSEVILLE SPECIFIC PLAN UNIT NO. 2
PARCEL 2 OF 25 PM 12 AND PORTIONS OF PARCELS B & C OF 18 PM 12, TOGETHER WITH A PORTION OF SECTION 31, T.11N., R.6E., M.D.M.
CITY OF ROSEVILLE - COUNTY OF PLACER - CALIFORNIA
SEPTEMBER, 1989 SCALE: 1"=200'
MORTON & PITALO, INC.
SHEET 7 OF 10 SHEETS

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BOOK Q OF MAPS, PAGE 56

PLAT OF

NORTHWEST ROSEVILLE SPECIFIC PLAN UNIT NO. 2

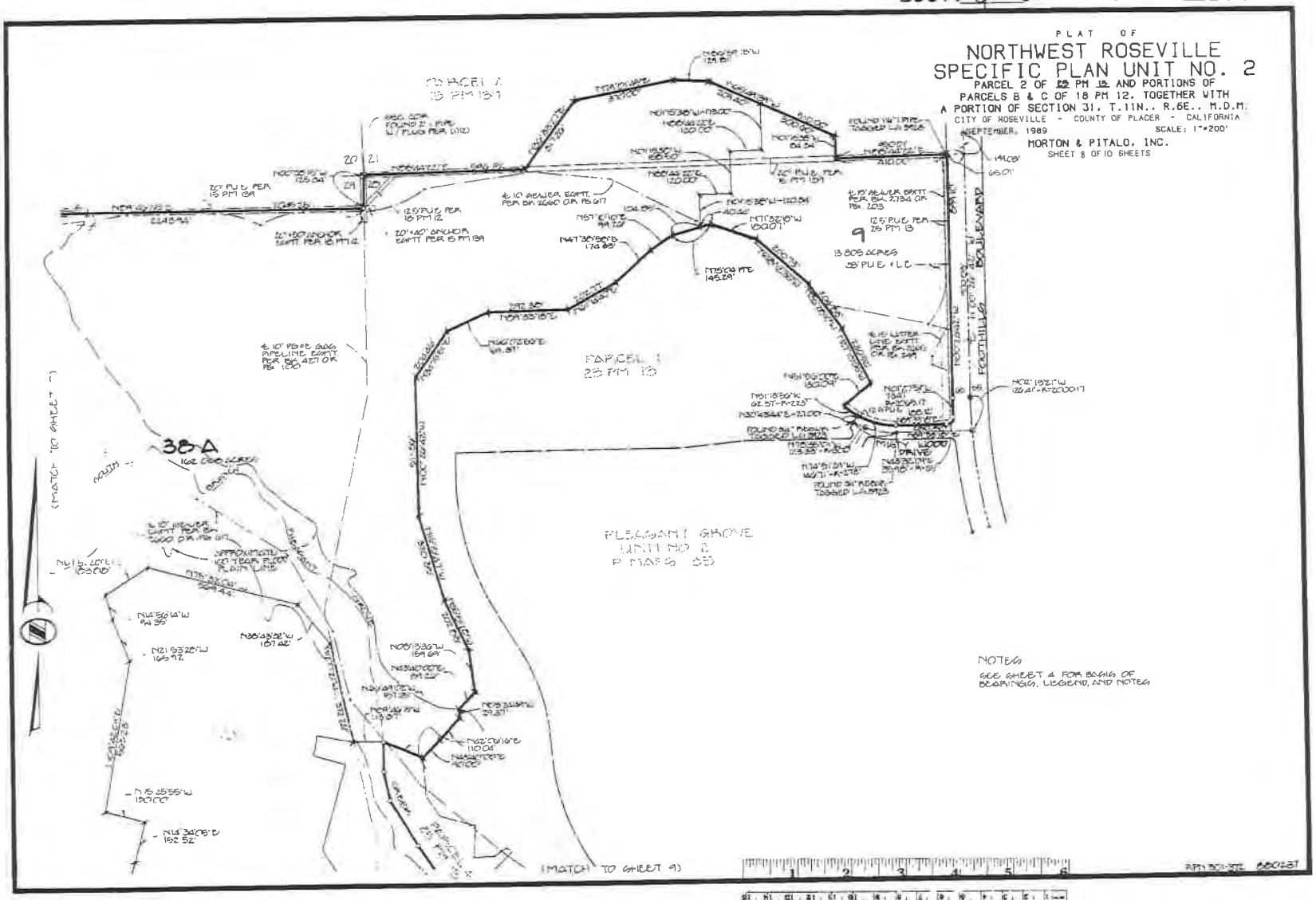
PARCEL 2 OF 22 PM 12 AND PORTIONS OF PARCELS B & C OF 18 PM 12, TOGETHER WITH A PORTION OF SECTION 31, T.11N., R.6E., M.D.M.

CITY OF ROSEVILLE - COUNTY OF PLACER - CALIFORNIA

SEPTEMBER, 1989 SCALE: 1"=200'

MORTON & PITALO, INC.

SHEET 8 OF 10 SHEETS



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BOOK Q OF MAPS, PAGE 56

PLAT OF

NORTHWEST ROSEVILLE SPECIFIC PLAN UNIT NO. 2

PARCEL 2 OF 22 PM 12 AND PORTIONS OF PARCELS B & C OF 18 PM 12, TOGETHER WITH A PORTION OF SECTION 31, T.11N., R.6E., M.D.M.
CITY OF ROSEVILLE - COUNTY OF PLACER - CALIFORNIA
SEPTEMBER, 1989 SCALE: 1"=200'

MORTON & PITALO, INC.
SHEET 9 OF 10 SHEETS

(MATCH TO SHEET 8)

(MATCH TO SHEET 6)

95
81.772 ACRES

PARCEL 1
25 PM 15

PARCEL 4
25 PM 15

14
12.784 ACRES

PARK SITE

BOULEVARD

OAKS

WOODCREEK

DRIVE

SEE DETAIL

NOTES

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND, AND NOTES

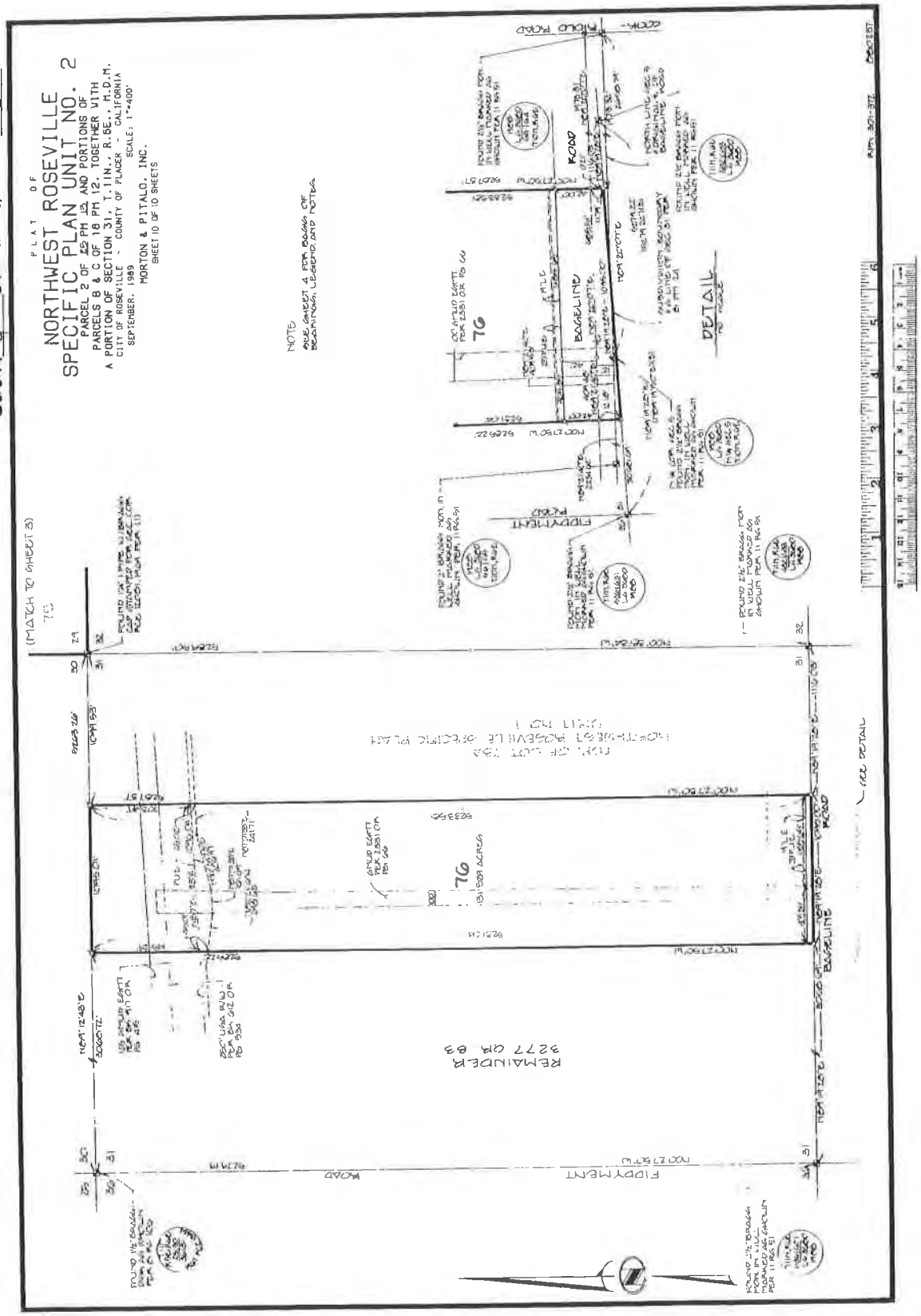
DETAIL
10 INCH

RMN 201-372

Entered: 07/11/25 19:20:48

Q/56

BOOK 9 OF MAPS, PAGE 56



RECORDING REQUESTED BY:
SIERRA VALLEY TITLE CO.

Recording Requested by
City of Roseville

When Recorded Mail to:
City Clerk
City of Roseville
311 Vernon Street, Office #208
Roseville, CA 95678

PLACER, County Recorder
JIM McCAULEY Co Recorder Office

DOC - 98-0068328
Check Number 6524jg
Thursday, AUG 27, 1998 15:09:19
REC $19.00 MIC $3.00 AUT $17.00
SBS $16.00
Ttl Pd $55.00
Nbr-0000082717
REC/R2/1-17

Title: Subdivision Agreement - Strauch Arco Subdivision

RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:

City Clerk
CITY OF ROSEVILLE
311 Vernon Street, Room 208
Roseville, CA 95678

SUBDIVISION AGREEMENT--

STRAUCH ARCO SUBDIVISION

THIS AGREEMENT, made and entered into this 19th day of August, 19 98, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and SIERRA WOODCREEK, LLC, a California Limited Liability Company, and Strauch Brother Incorporation, a California Corporation, ("SUBDIVIDER")

WITNESSETH:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville, County of Placer, known as "STRAUCH ARCO Subdivision" (Subdivision no PM97-19; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning Commission on the ___ day of _____, 19__, and the final map of the Subdivision has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the 27 day of August, 1998 in Book 29 of Parcel/Subdivision Maps at Page 80 in the Official Records, Placer County Recorder, file no. 98-0068327; and

2

[E:\form\agree\subdivis-1998]

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. RIGHT-OF-WAYS. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. IMPROVEMENTS-TIME LIMIT. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision approved by the Public Works Director/City Engineer and including any changes or alterations in such work required by the Public Works Director/City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions, provender or other supplies used in, upon, for or about the

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performance of the Work, or for any work or labor done of any kind, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete the Work on or before twenty-four (24) months from the date of this Agreement; provided, however, that the City Manager of CITY is hereby authorized to extend the time within which the Work shall be completed for additional periods not to exceed six (6) months each, or a maximum of eighteen (18) months, in his sole discretion, if he is of the opinion that granting the extension will not be detrimental to the public welfare. No such extensions shall be made except upon the basis of a written application made by SUBDIVIDER, stating fully the grounds of the application and the facts relied upon for such an extension.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. ACQUISITION AND DEDICATION OF EASEMENTS OR RIGHT-OF-WAYS. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

(a) The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and

appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

(b) The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. INSPECTION FEES AND COSTS. The Public Works Director/City Engineer shall inspect all of the improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. SECURITIES.

(a) SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred (100%) percent of the total estimated cost of the Work as determined by the Public Works Director/City Engineer which amount is the sum of $ 263,659 . One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to

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persons renting equipment or furnishing labor or materials to them for the Work (the "payment security").

(b) SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten (10%) percent of the Public Works Director/City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California.

(c) SUBDIVIDER shall also file with this Agreement a "monument security" in the amount of one hundred(100%) percent of the Public Works Director/City Engineer's estimate of the cost of the installation of survey monuments in the Subdivision, which estimated cost is in the amount of $ included in 5a to guarantee and secure the placement of such monuments as provided by Section 66496 of the Government Code of the State of California.

(d) Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. SUCCESSORS AND ASSIGNS -- COVENANT RUNNING WITH THE LAND. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. ACCEPTANCE OF IMPROVEMENTS UPON COMPLETION. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept for maintenance the Work and its improvements and any off-site easements granted, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. NOTICE REGARDING CONSTRUCTION. SUBDIVIDER shall notify the Public Works Director/City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. SUBDIVIDER'S OBLIGATION TO WARN PUBLIC DURING CONSTRUCTION. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. WARRANTY.

(a) SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the Public Works Director/City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

(b) If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or

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cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. INDEMNITY AND HOLD HARMLESS. SUBDIVIDER shall defend, indemnify, save and hold harmless CITY from any and all loss, damage, or liability resulting from SUBDIVIDER's performance or nonperformance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, contractors, subcontractors, servants or employees. SUBDIVIDER shall, at its own cost and expense, defend any and all actions, suits, or legal proceedings that may be brought or instituted against CITY, its officers and employees, on any claim or demand, of any nature whatsoever, and pay or satisfy any judgment that may be rendered against CITY, its officers and employees, in any such action, suit or legal proceedings, resulting from SUBDIVIDER's performance or nonperformance of his duties and obligations under this Agreement, or from the negligent act

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or omission of SUBDIVIDER, its agents, contractors, servants, or employees or of CITY, save and except the sole active negligence of CITY.

The parties intend that this indemnity provision shall be broadly construed.

12. INSURANCE. SUBDIVIDER agrees to maintain in full force and effect the following policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
Workers Compensation	Statutory
Commercial General Liability	Bodily Injury: $1,000,000 each occurrence $2,000,000 aggregate Property Damage: $1,000,000 each occurrence Personal Injury: $1,000,000 each occurrence $2,000,000 aggregate
Automobile liability including endorsements for owned, hired and nonowned vehicles	Bodily Injury: $300,000 each occurrence $500,000 aggregate Property Damage: $100,000 each occurrence
Professional Liability (errors and and omissions)	$___N/A____ each occurrence

SUBDIVIDER shall submit a certificate evidencing such coverage in a form satisfactory to the City Attorney of CITY, prior to undertaking any work hereunder. A separate endorsement form showing CITY, its officers, agents and employees as additional named insureds, except for Workers' Compensation and Professional Liability shall also be provided. Such insurance shall specifically cover the contractual liability of the SUBDIVIDER. The coverage shall be primary as to such additional insureds and no coverage of the CITY shall be called upon to contribute to a loss. Said certificates shall provide at least thirty (30) days

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written notice to CITY prior to cancellation or modification of any insurance required by this Agreement. The SUBDIVIDER shall furnish a certificate for the period covered by the agreement. Any insurance written on a claims made basis is subject to the approval of the City Attorney. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve SUBDIVIDER of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

13. IRREVOCABILITY OF SECURITY. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the Public Works Director/City Engineer of CITY.

14. ACTIONS. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location.

15. RELEASE OF REMAINING IMPROVEMENT SECURITY-WARRANTY. At the conclusion of the construction of the Work, and upon written acceptance of it by CITY, the Public Works Director/City Engineer shall authorize the release of the faithful performance security upon the furnishing of the warranty security required by paragraph 5(b).

16. RELEASE OF PAYMENT SECURITY. Thirty-five (35) days after a notice of completion is filed with respect to the Work , the Public Works Director/City Engineer of

CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the Public Works Director/City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. MONUMENTS. SUBDIVIDER agrees to install, on or before December 31, 2000, such survey monuments as may be required by the Public Works Director/City Engineer of CITY. Upon the installation of such monuments, and their acceptance by the Public Works Director/City Engineer, the monument security 5(c) shall be released.

18. FAILURE OF PERFORMANCE. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. ATTORNEY'S FEES. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security

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therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court.

20. INTEGRATION. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

This Agreement may be amended only by a written instrument signed by the parties. The law governing this Agreement is the law of the State of California.

21. NOTICES. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Public Works Director/City Engineer City of Roseville 316 Vernon Street, Ste. 100 Roseville, CA 95678	David Econome Sierra Woodcreek, LLC 3600 American River Dr. Ste. 105 Sacramento, CA 95864

Either party may amend its address by giving written notice to the other.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No 98-311, adopted by the Council of the City of Roseville on the 19th day of August, 19 98, and SUBDIVIDER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation,

BY: _____
ALLEN B. JOHNSON
City Manager

Sierra Woodcreek, LLC,
a California Limited Liability Company

BY: _____
David T. Econome
its: Managing Member

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ATTEST:

BY: _____ for
CAROLYN PARKINSON
City Clerk

APPROVED AS TO FORM:

BY: _____
MARK J. DOANE
City Attorney

APPROVED AS TO SUFFICIENCY;

BY: _____
for LARRY D. PAGEL
Public Works Director/City Engineer

and
Strauch Brother Incorporation A California Corporation
BY: _____ Vice President
Marc B. Strauch
its: President

BY _____ Vice President
Matthew C. Strauch

its: Vice-President

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STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

On AUGUST 10, 1998
before me, S.K. WILLIAMSON,
a Notary Public in and for said State, personally appeared
DAVID T. ECONOME AND MARC B. STRAUCH

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

WITNESS my hand and official seal.

S. K. WILLIAMSON
Comm. # 1047117
NOTARY PUBLIC - CALIFORNIA
Sacramento County
My Comm. Expires Dec. 11, 1998

Signature S.K. Williamson

(This area for official notarial seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Placer

On August 10, 1998 (Date) before me, Debra L. Dion, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Matthew C. Strauch (Name(s) of Signer(s))

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

Debra L. Dion
(Signature of Notary Public)

DEBRA L. DION
Comm. # 1134692
Notary Public — California
Placer County
My Comm. Expires Apr 19, 2001

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the notary seal reads as follows:
Name of Notary: DEBRA L. DION
Date Commission Expires: 4-19-01 Commission #: 1134692
County of Commission: PLACER Mfg. ID. #: NNDA1
State of Commission: CALIFORNIA
Signature: [signature] 8-27-98 AUBURN (Firm name, if any)

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Subdivision Agreement - Strauch Arco Subdivision

Document Date: August 10, 1998 Number of Pages: Twelve (12)

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Matthew C. Strauch	Signer's Name: _____
☐ Individual	☐ Individual
☒ Corporate Officer	☐ Corporate Officer
Title(s): Vice-President	Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact	☐ Attorney-in-Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing:	Signer Is Representing:
Top of thumb here	Top of thumb here

© 1996 National Notary Association • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184 Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF PLACER

On August 20, 1998, before me, Laura S. Seo, Notary Public, personally appeared Al Johnson, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Witness my hand and official seal.

LAURA S. SEO, Notary Public

Description of Attached Document

Title or Type of Document: Subdivision Agreement - Sierra Woodcreek, LLC, Strauch Arco

Document Date: August 19, 1998

RESOLUTION NO. 98-311

APPROVING A SUBDIVISION AGREEMENT
BETWEEN THE CITY OF ROSEVILLE AND SIERRA WOODCREEK, LLC AND
STRAUCH BROTHER INCORPORATION AND AUTHORIZING THE CITY MANAGER
TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement between the City of Roseville and Sierra Woodcreek, LLC and Strauch Brother Incorporation, for Strauch Arco Subdivision, (PM 97-19) has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville upon receipt and approval of all required insurance documents by the City Attorney.

PASSED AND ADOPTED by the Council of the City of Roseville this 19th day of August, 1998, by the following vote on roll call:

AYES COUNCILMEMBERS: Harry Grabb, Jim Gray, Pauline Roccucci, Randy Graham, Claudia Gamar

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None

Claudia Gamar
MAYOR

ATTEST:

ASSISTANT City Clerk

The foregoing instrument is a correct copy of the original on file in this office.

ATTEST:
City Clerk of the City of Roseville, California

DEPUTY CLERK

RECORDING REQUESTED BY:
SIERRA VALLEY TITLE CO.
RECORDING REQUESTED BY:
STEWART TITLE OF SACRAMENTO
AND WHEN RECORDED MAIL TO:

STRAUCH BROTHER INCORPORATION
1261 Pleasant Grove Blvd.
Roseville, CA 95678

PLACER, County Recorder
JIM MCAULEY Co Recorder Office

DOC - 98-0073850
Check Number 6568 gv
Tuesday, SEP 15, 1998 11:14:33
REC $6.00 MIC $3.00 AUT $4.00
SBS $3.00
Ttl Pd $16.00 Nbr-0000089193
REC/R2/1-4

34-019084

THIS SPACE FOR RECORDER'S USE ONLY:

ESCROW NO. PW-05001466-GG TITLE ORDER NO. 001466
APN# 477-100-014

EASEMENT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX is NONE*
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[X] Unincorporated area [ ] City of , AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

SIERRA WOODCREEK, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

hereby GRANT(s) to:

STRAUCH BROTHER INCORPORATION, A CALIFORNIA CORPORATION

An easement for ingress and/or egress over and across the following real property in the unincorporated area of the County of Placer, State of California, described as shown on exhibit "A" attached hereto and made a part hereof.

*Exempt per R & T 11911 - Access easement only, no consideration due.

SEE EXHIBIT "B" ATTACHED FOR SIGNATURES

DATED September 2, 1998
STATE OF CALIFORNIA
COUNTY OF Sacramento
On 9/11/98
before me, the undersigned
a Notary Public in and for said State, personally appeared
David Econome, Chris N. Vrame and
Patrick Gardner

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

SHARON A. WICHMANN
COMM. #1100219
Notary Public-California
SACRAMENTO COUNTY
My Comm. Exp. Jun. 9, 2000

Signature Sharon A. Wichmann

(This area for official notarial seal)

Mail tax statements to

EXHIBIT A

DESCRIPTION OF
ACCESS EASEMENT

All that certain real property situate in Section 28, Township 11 North, Range 6 East, Mount Diablo Meridian, City of Roseville, County of Placer, State of California, being further described as being a portion of Parcel 2 as said Parcel is shown and so designated on that certain Parcel Map filed for record in Book 29 of Parcel Maps, at Page 80 of the Official Records of Placer County and being more particularly described as follows:

Parcel A

Beginning at the most Southeasterly corner common to Parcel 1 of said Parcel Map and aforementioned Parcel 2 and being situate on the westerly right-of-way of Foothills Boulevard; thence from said **Point of Beginning**, along the line common to said Parcels 1 and 2, South 90°00'00" West a distance of 130.00 feet; thence leaving said common line, South 00°00'00"West a distance of 80.00 feet; thence North 90°00'00" East a distance of 130.65 feet to a point on the easterly boundary of said Parcel 2 and aforementioned right-of-way; thence along said boundary and right-of-way, North 00°27'45" West a distance of 80.00 feet to the Point of Beginning.

Parcel B

Beginning at the most Northwesterly corner common to Parcel 1 of said Parcel Map and aforementioned Parcel 2 and being situate on the southerly right-of-way of Pleasant Grove Boulevard; thence from said **Point of Beginning**, along the line common to said Parcels 1 and 2, South 03°26'22" East a distance of 100.52 feet; thence leaving said common line, South 86°52'01" West a distance of 50.00 feet; thence North 03°26'22"West a distance of 100.00 feet to a point on the northerly boundary of said Parcel 2 and aforementioned right-of-way; thence along said boundary and right-of-way, North 86°52'01" East a distance of 42.07 feet to a point of curvature; thence northerly along said boundary and right-of-way 7.94 feet along the arc of 1914.00 foot radius tangent curve to the right through a central angle of 00°14'16" and being subtended by a chord which bears North 83°07'52" East, 7.94 feet to the Point of Beginning.

See Exhibit "A-1", plat to accompany description, attached hereto and made a part hereof.

SAID EASEMENT FOR THE BENEFIT OF AND INTENDED TO BE AN APPURTENANCE TO:

Parcel 1, as shown on Parcel Map filed for record on August 27, 1998 in Book 29 of Parcel Maps, at Page 80, records of Placer County.

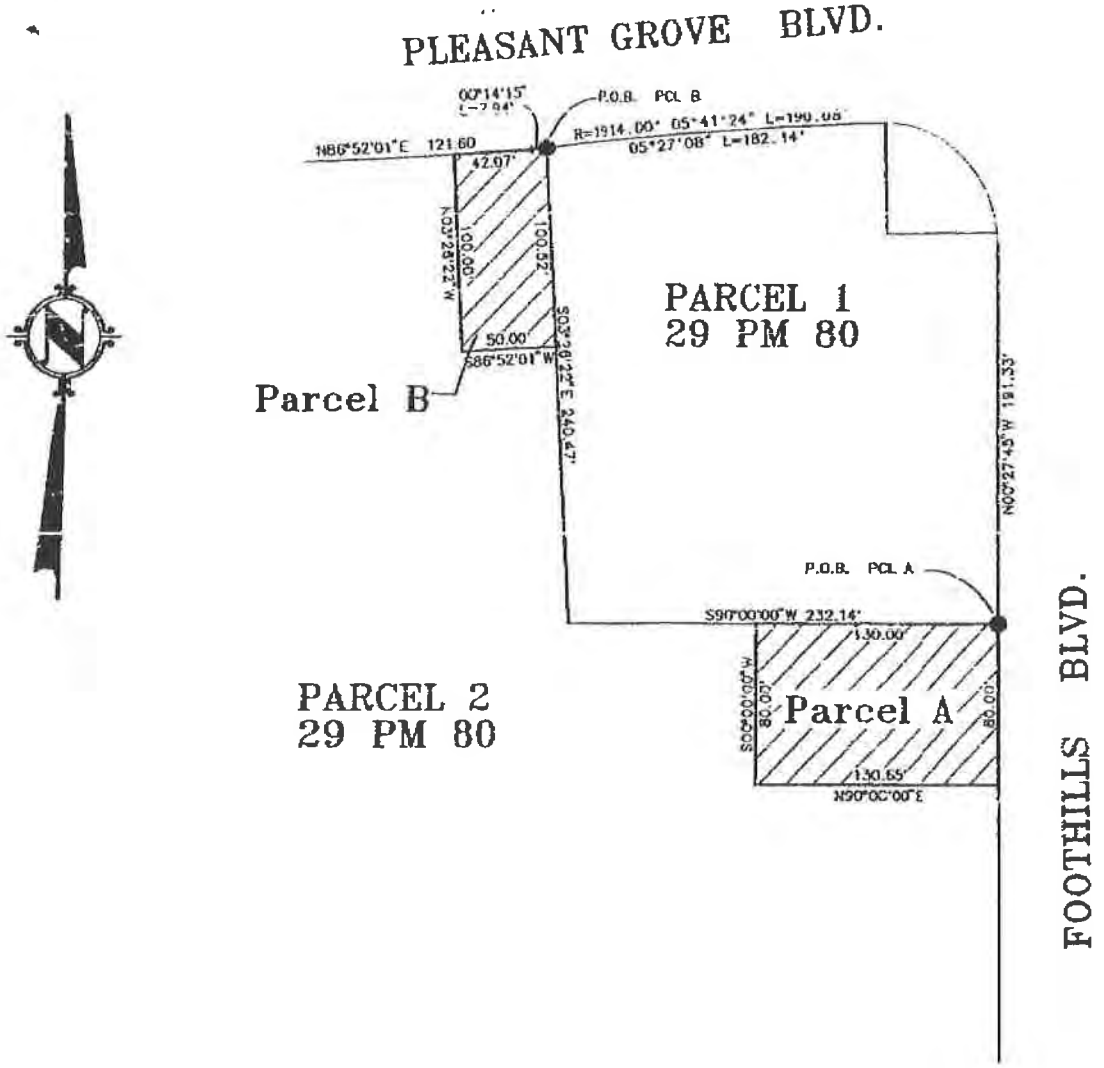


EXHIBIT A-1
PLAT TO ACCOMPANY DESCRIPTION
ACCESS EASEMENT
PARCEL 2 OF 29 P.M. 80 P.C.R.

PREPARED BY
WOOD RODGERS, INC. 3

EXHIBIT B SIGNATURES

SIERRA WOODCREEK, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____
David Econome, Managing Member

BY: SIERRA HOLDINGS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, MANAGING MEMBER

BY: _____
Chris N. Vrame, Managing Member

BY: _____
Patrick Gardner, Managing Member

RECORDING REQUESTED BY:
SIERRA VALLEY TITLE CO.

WHEN RECORDED RETURN TO:

Weintraub, Genshlea and Sproul
400 Capitol Mall, 11th Floor
Sacramento, CA 95814
Attn: Ken Sylva

PLACER, County Recorder
JIM MCCAULEY Co Recorder Office
DOC- 2000-0004758
Acct 77-SIERRA VALLEY TITLE
Wednesday, JAN 26, 2000 08:00:00
REC $82.00 MIC $3.00 AUT $80.00
SBS $79.00
Ttl Pd $244.00 Nbr-0000274743
ocg/R1/1-80

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

AND RESERVATIONS OF EASEMENTS

FOR

WOODCREEK PLAZA BUSINESS CENTER

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS

FOR

WOODCREEK PLAZA BUSINESS CENTER

This Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Woodcreek Plaza Business Center (this "Declaration") is made by SIERRA WOODCREEK, LLC, a California limited liability company ("Declarant").

RECITALS

This Declaration is made in contemplation of and with reference to the following facts, understandings, and intentions:

A. Sierra Woodcreek, LLC ("Sierra Woodcreek") is the owner of the real property located at the southwest corner of the intersection of Pleasant Grove Boulevard and Foothill Boulevard in the City of Roseville, County of Placer, State of California, County Assessor's Parcel Number 477-100-025, also more particularly described in Exhibit "A" ("Property A").

B. Strauch Brother Inc. ("Strauch") is the owner of the real property also located at the southwest corner of the intersection of Pleasant Grove Boulevard and Foothill Boulevard in the City of Roseville, County of Placer, State of California, commonly known as Placer County Assessor's Parcel Number 477-100-024, also more particularly described in Exhibit "A" ("Property B").

C. Michael J. Bollinger, as Trustee of the Peter P. Bollinger Ten-Year G.R.I.T. for Peter P. Bollinger's Children, dated July 11, 1990 ("Bollinger") is the owner of the real property located at the northwest corner of the intersection of Pleasant Grove Boulevard and Foothill Boulevard in the City of Roseville, County of Placer, State of California, commonly known as Placer County Assessor's Parcel Number 477-080-005 ("Bollinger Property").

D. All of the aforementioned properties were previously encumbered by that Declaration of Covenants, Conditions and Restrictions filed with the Placer County Recorder's Office March 21, 1990.

E. By that Extinguishment Agreement dated December 29, 1999, by and between Sierra Woodcreek, Strauch, and Bollinger, all of the aforementioned Covenants, Conditions and Restrictions were removed completely from title to those Properties A, B and C.

F. Sierra Woodcreek desires as Declarant to replace the extinguished Covenants, Conditions and Restrictions with this Declaration of Covenants, Conditions and Restrictions, and subject Property A to the provisions contained herein. Strauch as owner of Property B, and an Owner as defined in Section 1.11 of this Declaration desires to subject his Property B to the provisions contained herein. Accordingly, Property A and Property B shall comprise the "Property" encumbered by this Declaration upon recordation.

G. As of the date of this Declaration, Declarant desires to subdivide Property A for the purpose of developing ten (10) parcels (individually, "Parcel") for office business-professional, commercial and retail uses (collectively, the "Business Center"), and to subsequently convey, in fee or by ground lease, one or more of the newly created parcels to third parties. In this regard, Declarant has not formalized the improvement plans, configuration, tenant mix, style, and other related issues relating to the Business Center, with the exception of those specific design standards approved by the City on May 6, 1999, attached hereto as Exhibit "B". In conjunction with the future development of the Business Center, Declarant anticipates that proposed Owners (defined below) and/or Tenants (defined below) may require certain modifications to the proposed parcels, which may require revision of this Declaration by Declarant in accordance with Section 16.6. In recognition of the foregoing, depending upon the ultimate determination of the type, style and configuration of the parcels, demands of proposed Owners and/or Tenants, and the existing economic environment at the time that construction of the improvements upon the Property commences, Declarant reserves the right to modify this Declaration to accommodate such situation existing at such time, which modifications would be binding upon all Owners and Tenants.

H. Declarant desires that the Business Center be an integrated development providing for office, retail and related uses, including the development of a Common Area available for the use of the Owners of the Parcels and their Tenants.

I. Declarant deems it desirable to establish these covenants, conditions, restrictions and easements affecting the Property and each and every portion thereof, which shall constitute a general scheme for the management and operation of the Property and the Business Center, and for the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of, and enhancing the quality of environment within the Property and the Business Center.

J. Declarant will hereafter hold and convey title to all of the Property subject to the protective covenants, conditions and restrictions hereinafter set forth.

Now therefore, in considerations of the mutual covenants and agreements herein set forth, the following encumbrances shall be binding upon the Owners of the Property and shall attach to and run with their respective Parcel or Parcels and shall be for the benefit of and shall be a limitation upon any future owner or owners of the Property, and each easement granted herein shall be pertinent to the dominant estate, and all promises, covenants, conditions, restrictions and encumbrances shall be considered covenants running with the land:

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ARTICLE I
Definitions

Unless the context clearly indicates otherwise, the following terms used in this Declaration are defined as follows:

1.1 Building Area. "Building Area" shall mean and refer to that area of the Business Center which, from time to time, has any building or other structure constructed thereon for the use of an Owner or Tenant. Building Area expressly includes the exterior walls of all buildings in the Business Center, and any overhangs, awnings, canopies, signage or lighting (or components thereof) extending into the Common Area, but not the land under such overhangs, awnings, signage or lighting. Notwithstanding the foregoing, the Building Area for any Parcel which is utilized as a gas station or for any other sale of other petroleum products, shall include the land area under any such canopies utilized for business purposes. Notwithstanding the foregoing, the Building Area for Pad A, also referred to as Office 4, irrespective of use.

1.2 Building. "Building" shall refer to all Buildings or other structures constructed on the Property for the use of an Owner or Tenant.

1.3 Business Center. "Business Center" shall mean and refer to the Property, and all improvements presently located or hereafter located thereon.

1.4 Common Area. "Common Area" shall mean and refer to that area of the Business Center not designated as Building Area. Common Area expressly includes Parcel A on the proposed parcel map, consisting of 0.88 acres and Parcel B on the proposed parcel map, consisting of 0.15 acres. Common Area expressly excludes the exterior walls of all Buildings in the Business Center, and any overhangs, awnings, or signage (or components thereof) or lighting extending into the Common Area.

1.5 Common Expenses. "Common Expenses" means and refers to the actual or estimated costs incurred by the Association, including, without limitation:

(a) The expenses to maintain, manage, operate, repair and/or replace the Common Areas and other portions of the Property;

(b) the expenses to manage, administer and perform the duties and obligations hereunder, including, but not limited to, compensation paid to any employees and reasonable overhead expenses; provided, however, that in no event shall such costs of administration and management exceed fifteen percent (15%) of the total actual Common Expenses, exclusive of such costs of administration and management;

(c) reasonable costs and fees paid to third parties, including managers, contractors, accountants, attorneys, architects and engineers providing services and/or otherwise assisting the Association in the performance of its duties and obligations hereunder;

(d) the costs of utilities, erosion control, pest control, irrigation, gardening, trash and rubbish removal and other services for the Common Area or other areas within or adjacent to the Property which generally benefit and enhance the value and desirability of the Property, and which are not separately payable by Owners;

(e) the costs of any insurance, including liability and errors and omissions insurance for members for the Architectural Committee (defined below), obtained by the Declarant or Owners;

(f) reasonable reserves as deemed appropriate by Declarant or Owners;

(g) the costs of bonding of any professional managing agent or any other person handling the funds of the Business Center;

(h) taxes paid by the Business Center for Parcels A & B, including without limitation, real estate taxes and assessments.

(i) amounts paid by Declarant or Owners of the discharge of any lien or encumbrance levied against the Common Area;

(j) costs incurred by the Architectural Committee in accordance with this Declaration;

(k) cost of security services for the Property, which the Association may contract for, as its option; and

(l) any costs or expenses incurred with respect to the maintenance, repair and replacement of any monument signage erected on the Property by Declarant or Owners, or which Declarant or Owners are obligated to maintain.

(m) any Mello-Roos bond payments incurred for Parcels A & B, and all taxes or expenses regarding such Mello-Roos payments for Parcels A & B.

1.6 City. "City" shall mean the City of Roseville, State of California, and its various departments, divisions, employees and representatives.

1.7 County. "County" shall mean the County of Placer, State of California, and its various departments, divisions, employees and representatives.

1.8 Declarant. "Declarant" shall mean and refer to Sierra Woodcreek, LLC.

1.9 Design Guidelines. "Design Guidlines" shall mean and refer to those specific design guidelines approved by the City attached hereto as Exhibit "B", and the approved city plans for the Property. Strauch Parcel shall be subject to own set of design guidelines approved by City of Roseville, attached hereto as Exhibit "B-1".

1.10 Maintenance Director. "Maintenance Director" shall mean the Owner who has the responsibility of operating and maintaining the Common Area on behalf of the Owners in common, as more particularly set forth in Article VI hereof.

1.11 Owner. "Owner" shall mean and refer to the fee owner(s) or ground lessee(s) of any Parcel, including the Strauch Parcel as shown in Exhibit A.

1.12 Parcel. "Parcel" or "Parcels" shall mean and refer to one or more of the Parcels created by any parcel map, subdivision map, boundary line adjustment or other instrument in compliance with the Subdivision Map Act; provided, however, until such time as any parcel map, subdivision map, boundary line adjustment or other such instrument is Recorded, it shall mean the Property.

1.13 Property. "Property" shall mean and refer to that certain real property described in attached Exhibit "A".

1.14 Record. "Record" shall mean, with respect to any document, the recordation or filing of such document in the Office of the County Recorder.

1.15 Tenant. "Tenant" or "Tenants" shall mean and refer to persons or entities that from time to time have binding and enforceable leases with Owners for portions of the Business Center, including any subtenants and assignees of Tenants.

1.16 Strauch Parcel: "Strauch Parcel" shall mean and refer to the legal parcel (Assessor Parcel Number 477-100-024) and operated as a gas station and convenience store. This project was approved under a different City Design Review Approval process than Woodcreek Plaza.

ARTICLE II
General Land Use Restrictions

2.1 Permitted Uses. All buildings located in the Business Center shall be used for office and retail businesses or service businesses of the type usually found in modern business centers located in the City. Except as otherwise provided and restricted by this Declaration or otherwise by law, the uses of any Lot within the Property shall be limited to: (i) the uses permitted by the City of Roseville Zoning Code, as it may be amended from time to time, together with such uses as are ancillary to any of the aforementioned uses; (ii) for such other uses as the Architectural Committee shall determine in its sole discretion to be in harmony with the purposes of this Declaration; and (iii) such other uses as are consistent with the Conditions of Approval and and use permit issued by the City for the Subdivision Map for the Property.

2.2 Prohibited Operations and Uses. No use or operation will be made, conducted, or permitted on or with respect to all or any part of any Parcel or improvement thereon which emits any appreciable glare, heat, noxious gases, smoke, dust, odor, vibration or noise from the exterior boundaries of a Parcel, or is obnoxious to or out of harmony with the development or operation of the business conducted on any other Parcel. Without limiting the foregoing, no Owner shall permit excessive noise to emanate from the Owner's Parcel which would unreasonably disturb other Owners or tenants within the Property.

2.3 Restrictions Applicable to Common Area Uses . The Common Areas of the Property shall be used only for the following purposes:

(a) Parking, Ingress and Egress. The Common Area parking areas shall only be used for the parking of vehicles and the pedestrian and vehicular traffic of all Owners, tenants, customers and invites, and the ingress and egress of all such persons and the vehicles thereof, to and from any portion of the Common Area and the public streets adjacent to the Common Area and the movement of pedestrians and passenger vehicles between industrial, commercial and business establishments located within the Property. Notwithstanding the foregoing, no vehicles, materials or equipment shall be parked or left within the Common Areas so as to block access of any building or Parcel that is not owned or occupied by the owner of the vehicle, material or equipment, or so as to impede or prevent ingress and egress by vehicles and pedestrians to and from other portions of the Property. Except for limited periods for loading and unloading of vehicles or trailers, parking shall only be permitted in designated parking spaces within the Common Area, as striped and maintained by the Association. No vehicle shall be operated at excessive speeds or in a reckless manner within any portion of the Common Area.

(b) Drainage and Flood Control. The installation, maintenance, and operation within the confines of the Common Area of flood control and drainage facilities to service the Property, together with and including vaults, manhole covers, meters, pipelines, valves, hydrants, sprinkler controls, drainage lines and systems, vents. Such facilities shall be installed underground, except for those items of equipment and/or facilities which in the sole

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discretion of the Committee should be above ground surface based on reasonable engineering standards and sound commercial and industrial development practice.

(c) Plantings and Landscaped Areas. The construction, maintenance, repair, replacement and reconstruction of any wall or retaining wall or landscaped area, including planters, planting boxes, edgers, and decorative walls, all as may be required and/or permitted by any local authority with jurisdiction over the Property.

2.4 Restriction on Activities Affecting Insurance–. Without the prior written approval of the Committee or Declarant, nothing shall be done or kept on any Parcel or within any building, which will increase the rate of insurance on any other Parcel and/or upon the Common Area or any portion thereof, nor shall anything be done or kept within the Property which would result in the cancellation of any customary insurance carried on or in connection with the Property or any portion thereof.

2.5 Enforcement of Regulations . In the event of a breach, attempted or threatened breach of the Covenants contained in this Article II, any Owner, the Declarant, and the Committee shall be entitled forthwith to enforce the regulations in this Article II in accordance with Section 16.2, below.

ARTICLE III
Building Type and Architectural Approval

3.1 Buildings. No buildings shall be erected, placed or permitted to remain within the Business Center that are not of the type and quality of design, materials, and workmanship as are consistent with the approved Design Review Permit for the Property, attached hereto as Exhibit "B". No building or other structure erected in the Business Center shall exceed one story in height. Strauch Parcel subjet to own approved Design Review Permit for property, attached hereto as Exhibit "B-1".

3.2 Architectural Review Committee. The Architectural Review Committee (the "Committee") shall consist of three (3) members who shall be approved by Declarant. Declarant shall have the right to appoint any replacement members on such committee until such time as Declarant no longer owns a Parcel within the Business Center. At such time, any vacancy on the Committee shall be filled by a vote of the Owners of all Parcels in the Business Center representing seventy-five percent (75%) or more of the Building Area within the Business Center. Any member appointed to such committee by the Owners shall serve a three (3) year term.

3.2.1 Duties. In addition to the duties enumerated elsewhere in this Declaration, and without limited the generality thereof, the Committee shall perform the following duties:

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(a) Payment of Expenses. The Committee shall pay all expenses and obligations incurred by the Committee in the conduct of its business.

(b) Plan Review. The Committee shall review all plans for construction of any building or any other improvement on the Property consistent with Section 3.3 herein.

3.2.2 Powers. In addition to the powers elsewhere provided for herein, and without limiting the generality thereof, the Committee shall have the following powers:

(a) Enforcement. The Committee shall have the authority to enforce this Declaration in accordance with the provisions of Section 16.2.

(b) Variances. The Committee shall have the exclusive right to grant to any Parcel or Owner thereof such minor variances from the covenants, conditions, restrictions and provisions set forth in this Declaration as it, in its sole discretion, determines is in the best interest of the Business Center, provided any such variance shall not cause any other Owner unreasonable interference with his use and enjoyment of his or her Parcel. Any variance granted hereunder shall be effective only if made in accordance with applicable law and in writing.

(c) Right of Entry. The Committee, Declarant and their authorized agents, representatives, assignees and employees shall have the right after giving twenty-four (24) hours written notice, to enter upon and inspect any Parcel for the purpose of ascertaining whether or not the provisions of the Declaration have been or are complied with, and taking whatever corrective action may be deemed necessary or proper, consistent with the provision of the Declaration shall not be deemed guilty of, or liable for damages by reason of such entry. Nothing in this section shall in any manner limit the right of any Owner to the exclusive occupancy and control over his or her Parcel. However, each Owner shall permit access to such Owner's Parcel by any person authorized by the Committee, or Declarant as reasonably necessary, such as in the case of any emergency originating on or threatening such Parcel or the Property, whether or not such Owner is present.

3.3 Plan Approval. Prior to the initial construction of any building or other improvements on the Property, all elements of the exterior elevations of the improvement, including, but not limited to, exterior colors, lighting and building fascia signs (the "exterior elevations"), to be constructed shall be subject to the prior written approval of the Committee, at its sole discretion. Any and all alterations, additions, remodeling, repainting, or reconstruction of existing buildings or other improvements which involves any change whatsoever to any element of the exterior elevations thereof shall be subject to the prior written approval of the Committee, which approval shall not be unreasonably withheld. Once the exterior elevations have been approved, any such building alterations, additions, remodeling, repainting, or reconstruction shall be constructed only in accordance with the plans and specifications which were approved. Whenever the prior written approval of the exterior elevations of such work is required in this Declaration, complete plans for such exterior

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elevations shall accompany the request for such approval. In no event may Construction (as hereinafter defined) commence without written approval of the exterior elevations by the Committee.

3.4 Course of Construction. All construction, alterations, additions, remodeling, exterior repainting, reconstruction or repair work including work permitted by Article VII (collectively, "Construction") undertaken by the Owner or Tenant of any Parcel shall, once commenced, be processed with due diligence and without interruption. The party undertaking Construction shall take all necessary measures to minimize any disruption or inconvenience caused by such work to the remainder of the Business Center, its tenants, customers and invitees. Construction shall be accomplished by the person or entity undertaking it in such a manner so as to minimize any damage or adverse effect which might be caused by such work to the other Owners, Tenants, Parcels, and/or the Parcel on which the work is being accomplished. The party undertaking Construction shall repair at its own cost and expense any and all damage caused by the Construction and shall restore the affected portion of the Parcel upon which Construction is performed at the Business Center to a condition which is at least equal to the condition which existed prior to the beginning of Construction. In addition, the Owner on whose Parcel the Construction is being performed shall, as between the Owners, pay all costs and expenses associated therewith and shall indemnify and hold the other Owners and their Tenants harmless from all damages, losses, or claims attributable to the Construction, including attorney's fees. Except in cases of emergency, all Construction shall be undertaken only after giving Declarant or its assigns and all other Owners at least thirty (30) days' prior written notice of the work to be undertaken, the scope and nature of the work, the duration of the work, and the area in which the work is to be performed.

3.5 Construction Areas. In conjunction with the approval of any Construction, the Committee shall have the right to reasonably designate an area within the Business Center for staging construction equipment and storing construction materials. Declarant shall have the right to require that such area be screened appropriately from the remainder of the Business Center. The party undertaking the Construction shall confine the staging of its equipment and the storing of its materials to such area. Declarant shall also have the right to reasonably control the construction activities of the party undertaking Construction, so as not to unreasonably interfere with other Owners or Tenants.

3.6 Review Fee. A review fee shall be paid to the Committee as follows:

3.6.1 Fee for Preliminary Plans and Final Plans. Applicant shall pay to the Committee a review fee with each submittal of preliminary plans or final plans in the amount of One Hundred Dollars ($100.00) for the review of such preliminary plans or final plans.

3.6.2 Plans for Changes to Improvements. At such time as documents and materials required to be submitted pursuant to Section 3.3 above are submitted, Applicant shall pay to the Committee the amount of Three Hundred Dollars ($300.00) for review of such

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documents and materials. The amount of such costs shall be determined by the Committee and may vary with the magnitude and complexity of the documents and materials submitted.

3.6.3 Letter of Compliance. Provided an Owner has previously obtained approvals of said Owner's plans pursuant to Section 3.3, the Committee shall, within twenty-one (21) days following written request therefor, by an Owner, lessee, or other occupant execute and deliver to such requesting Owner, lessee or other occupant a letter stating that the Preliminary Plans, Final Plans, plan changes or plans for changes to Improvements specified in said request are in compliance with this article, or, if said plans are not in compliance with this article, a statement of the nature of such noncompliance.

3.7 Rezoning. Notwithstanding the foregoing, the Owners shall not expand, modify, or amend any zoning designation without the prior express written approval of the Committee or Declarant, such approval not to be unreasonably withheld.

3.8 Use Permits. Notwithstanding the foregoing, the Owners shall not expand, modify, or amend any use permit for a Parcel without the prior express written approval of the Committee or Declarant, such approval not to be unreasonably withheld.

ARTICLE IV
Architectural and Development Standards

4.1 Development Standards. The development standards contained herein, the Development Agreement for the Property, the Design Guidelines, and the City of Roseville Zoning Ordinance prescribe maximum floor area ratios, maximum heights, minimum landscape areas, minimum landscape ratios, minimum parking ratios, and setbacks for each parcel, according to the specific use of any Parcel.

4.2 Utility Services. All on-site extensions of utility lines shall be placed underground. Main electrical transformers and transformer pads and vaults shall be located to the rear of the building, unless required by the City or any utility company to be located in another site, and shall be screened by landscaping. Main gas meters and fire sprinkler risers shall be located on the side of any building, unless required by the City or any utility company to be located in another site, and shall be screened by landscaping.

4.3 Parking.

4.3.1 Parking Areas. Each Parcel shall provide a parking area sufficient to accommodate the parking needs of the Owner or occupant, the executives, employees, customers, suppliers, and visitors of the business or businesses conducted thereon. No use shall be made of any building on any Parcel which requires parking spaces in excess of the number of parking spaces on said Parcel, unless approved by the Committee and the City. The parking areas of each Parcel must provide the number of spaces required to meet the

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applicable minimum parking ratio set forth in the City of Roseville Zoning Ordinance. Parking areas shall be paved so as to provide dust-free, all weather surfaces. The parking area for each Parcel shall meet the City of Roseville's standards. Where either the City of Roseville standards or the standards contained in this Section 4.3 are more restrictive, the more restrictive shall apply.

4.3.2 Parking Spaces and Aisles. The location, size, configuration and minimum number of parking spaces shall be governed by the standards set forth in the City of Roseville Zoning Ordinance, and in this Declaration.

4.4 Screening. All electrical and mechanical apparatus, equipment, and fixtures (other than exterior lighting fixtures, but including main electrical transformers), whether roof mounted, exterior-wall-mounted, or pad-mounted at grade, including, but not limited to heating/ventilating/air conditioning equipment, air compressors, pad-mounted tanks of any kind or for any use, conduit, ducts, vents, flues, and pipes located on the exterior of any structure, and all Service Areas as defined in Section 4.5 hereof, shall be screened so that such items are not visible from any neighboring properties or the streets located on the Property. Said screening may consist of any landscaping and/or architecturally-suitable material conforming with the general development of the Parcel, and shall be treated in a manner acceptable to the Committee.

4.5 Service Areas. All service areas ("Service Areas") shall be completely screened so as to not be visible from neighboring properties, in addition to the other restrictions described herein. The Service Areas shall be those areas on each Parcel set aside for the purposes described in this Section 4.5.

4.5.1 Loading Areas. No truck loading area, whether a truck dock or at-grade truck door, shall be located in the front of any structure, within any frontage setback area, or between the front of any structure and the front line of the Property. Trucking facilities located on the sides of a building or other structure should be screened by Owner when reasonably possible. Notwithstanding the foregoing, trucks may be parked temporarily in the front of any building or in the street fronting said building for the purpose of unloading supplies or equipment consigned to any business in said building if, and only if, said building has no loading area to the side or rear of said building.

4.5.2 Storage. No materials, supplies, or equipment which are owned or operated by the Owner or any occupant of a Parcel, shall be stored in any area on a Parcel except inside a closed building or behind a visual barrier screening such area so that said stored items are not visible from neighboring properties. No storage areas of any type, shall be constructed or maintained between a street and a structure.

4.5.3 Refuse Collection. All outdoor refuse collection areas shall be screened so that such areas are not visible from neighboring properties or streets. Said screening shall consist of six (6) foot high fencing and gates approved by the Committee.

4.5.4 Equipment and Fixtures. All electrical, mechanical and chemical apparatus, equipment, tanks and fixtures (other than exterior lighting fixtures and main electrical transformers), including, but not limited to heating/ventilating/air conditioning equipment, air compressors or pad-mounted tanks of any kind.

4.6 Landscaping. Owner shall install required landscaping in accordance with this Declaration and the Design Guidelines for landscaping of Parcels and definitive guidelines for the barriers, walkways and landscaping within each Parcel. All areas of each Parcel not utilized for building areas, parking areas, truck loading, storage or refuse collection shall also be landscaped in accordance with Design Guidelines. Landscape materials may include ground cover, shrubs, flowering plants, vines and trees as set forth in Design Guidelines. All landscaping shall be irrigated by an automatic irrigation system, sufficient to properly irrigate said landscaping and registered by a time clock. All decorative landscaping, including patios, plazas and gazebos shall be installed in accordance with this Declaration and the Design Guidelines.

4.7 Lighting. Lighting for parking, driveways, service areas, buildings, and pedestrian and security illumination shall conform to the standards approved by the City of Roseville.

4.8 Signs. Every sign, structure, device or other contrivance, and all parts thereof, electric or nonelectric, erected or used in any way to convey or display information, location, identification, notices or directions of any kind ("Sign") shall be installed in conformance with this Declaration and the Woodcreek Plaza Planned Sign Permit Program approved by the City of Roseville Design Review Committee, and shall also be subject to the prior written approval by the Committee. Strauch Parcel subject to Strauch Arco Design Approval and City of Roseville Sign Ordinance.

4.9 Access Driveways.

4.9.1 Standards. Access driveways for each Parcel shall meet City standards.

4.9.2 Number, type and location. The number, type and location of access driveways on each Parcel shall be determined by the sole judgment of the Committee, after considering the proposed use of the Parcel and the planned and actual traffic flow in the Business Center.

4.10 Building. Pre-engineered metal buildings and custom designed metal clad buildings shall not be permitted.

4.11 Transportation Systems Management Plan. Owners agree to participate in a Transporation Systems Management Plan, and shall enter into a Transportation Management Agreement with the City.

4.12 Determination of Violation. Declarant, the Committee, or the designated agent of either, shall have the power to determine, in its sole judgment, upon its own initiative or upon complaint by any Owner, whether a violation of any provision of this article is occurring upon any Parcel, and any such determination by it shall be conclusive.

ARTICLE V
Building Size and Location

5.1 Designation of Building Areas. Declarant shall have the right to initially designate the Building Areas within the Business Center.

5.2 Common Area Structures. No structures shall be placed or constructed within the Common Area, except loading docks, pylon monument signs, directional signs, driveways, walkways, bumper guards or curbs, landscape planters, lighting standards, Common Area trash enclosures, planters, hydrants, fountains, parks and any other landscaping or improvements as may be required under applicable controls and regulations of the applicable governmental department. With the prior written approval of the Committee, each of the Owners may construct and locate canopies and awnings (with signs which may be affixed thereto) over sidewalks and walkways in the Common Area, so that the same may encroach a reasonable distance (not to exceed twelve (12) feet) over or upon, as the case may be, the sidewalks and walkways in said Common Area. All canopies, awnings and signs so constructed must comply with all applicable laws, rules, ordinances and regulations of the local governmental authority, and, shall be subject to approval of the Committee to the extent required by Articles III and IV hereof.

5.3 Encroachment onto Common Areas. Each of the Owners hereby grants to each other Owner for the benefit of said other Owner and its Parcel or Parcels, an easement for footings, foundations, and eaves (which includes, but is not limited to, canopies and awnings) appurtenant to any buildings or structures on any Parcel of the Business Center, which may encroach into or upon the Common Area; such encroachments, however, unless otherwise agreed to in writing by the Committee, shall be limited to an extension, measured horizontally, of twelve feet (12'), from the edge of the Building, and shall be subject to approval pursuant to Articles III and IV hereof.

5.4 Encroachment onto other Parcels. Should any building constructed pursuant to this Declaration inadvertently encroach on any property surrounding the same, then the Owner of said surrounding property does hereby grant a perpetual easement for such encroachment to the encroaching party.

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ARTICLE VI
Common Area

6.1 Commencement of Obligations of Maintenance Director. Until such time that (i) the Property has been improved with Common Area improvements, such as roadways, sidewalks, landscape mediums, which are intended by Declarant to connect with similar improvements within the Property for the operation of a Business Center, and (ii) any Owner and/or developer of a Parcel has opened a business operation within a Building, the Maintenance Director shall have no obligations under this Article VI, and each Owner shall maintain its Parcel as required by this Declaration at such Owner's sole cost and expense.

6.2 Maintenance. The Maintenance Director shall, for the benefit of the Owners and the Business Center, but not any third party, operate and maintain the Common Area in good and clean condition and repair in accordance with the practices prevailing in the operation of similar type first-class neighborhood Business Centers in the City, said maintenance and operation shall include, but not be limited to the following:

(a) maintain and renew the surface of the automobile parking area and sidewalks (including all sidewalk areas) in a condition which is level, smooth and evenly covered with the type of surfacing material originally installed thereon, or such substitute therefor as shall be equal thereto in quality, appearance and durability;

(b) remove all papers, debris, filth and refuse from the Common Area and wash or sweep paved areas as required;

(c) maintain, repair, renew and replace such appropriate automobile parking area entrances, exits and directional signs, markers and lights in the Common Area as shall be reasonably required;

(d) clean Common Area lighting fixtures (but not those belonging to the premises of any occupants of the Building Areas of the Business Center) and relamp and reballast as needed, and illuminate the Common Area as required;

(e) maintain and repaint striping, markers, and directional signs, and repair and replace same as necessary to maintain in first-class condition;

(f) maintain and replace landscaping as necessary to keep such landscaping in a first-class, thriving condition;

(g) clean, maintain and replace signs in the Common Area (but not those of occupants), including relamping and repairs as needed;

(h) in the discretion of Declarant, employ any security personnel for the Common Area which may be necessary for the safe and orderly operation of the Common Area;

(i) maintain and keep in a sanitary condition any common use facilities, including, but no limited to, providing trash removal for the Common Area;

(j) clean, repair and maintain all utility systems that are located within or beneath the Common Area to the extent that the same are for the benefit of more than a single Parcel and are not cleaned, repaired and maintained by public utilities;

(k) repair any damage that occurs to the improvements on the Common Area;

(l) any other items of repair, supplies and/or maintenance that may be needed from time to time to properly maintain said Common Area in a first-class manner;

(m) payment of any taxes or assessments on the Common Area, which are delinquent, and likely will result in a foreclosure sale on all or any portion of the Common Area;

(n) payment of all expenses associated with the operation and maintenance of the Common Area in conformance with Section 6.9, below; and

(o) repair, maintenance and renewal of the Non-Building Area, as hereinafter defined, and payment of all expenses associated therewith.

(p) maintain the trash and rubbish removal services, and in the discretion of Declarant, determine respective costs to Owners based on use.

(q) maintain the common private fire service water main serving all Parcels in a safe condition and in conformance with the standards of the Roseville Fire Department.

6.3 Common Area Insurance. The Maintenance Director shall obtain and maintain in effect a comprehensive policy of public liability insurance insuring the Owners and any respective tenants of the Owners against any liability incident to the ownership or use of the Common Area, and including, if obtainable at a reasonable cost, a cross-liability endorsement insuring each Owner and Owner's tenant against liability to each other insured. The limits of such insurance shall not be less than Two Million and No/100ths Dollars ($2,000,000.00), single limit of liability, for bodily injury (including death), personal injury and damage to property. The foregoing amount constitutes a minimum and is subject to increase pursuant to this Section.

The Maintenance Director shall carry insurance on the Common Area improvements with extended coverage, vandalism and malicious mischief endorsements in an amount that it deems reasonably prudent. The proceeds received from any losses covered by such insurance shall be utilized to offset the expenses of such repair and any additional proceeds shall be used

to offset Common Area Maintenance Expenses. The Maintenance Director shall, from time to time, also place such other insurance on the Common Area, and in such amounts, as Declarant shall reasonably determine to be necessary for the protection of the Owners of the Common Area.

All insurance obtained pursuant to this section shall be maintained for the benefit of all of the Owners and Tenants in the Business Center. As to each of said policies which will not be voided or impaired thereby, each of the Owners and Tenants hereby waive and release all claims against other Owners and Tenants with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said Owners or Tenants, but only to the extent of insurance proceeds received in compensation for such loss.

The Maintenance Director shall annually review the amounts and types of the insurance it has obtained in light of inflation, practice in the County, or any other factor which tends to indicate that either additional insurance policies or limits are necessary or desirable. If the Maintenance Director determines that increased coverage or additional insurance is reasonably appropriate, it shall obtain the same. All insurance obtained by the Maintenance Director shall be with an insurance company which has a rating of B+ or better in Best's Insurance Guide, or its equivalent.

6.4 Common Area Taxes. Each Owner shall pay directly or cause to be paid directly to the tax collector when due, the real property taxes and other special taxes and assessments assessed against the portion of the Common Area owned by such Owner.

6.5 Maintenance Director. Declarant shall be the Maintenance Director of the Common Area until such time as Declarant no longer owns a Parcel within the Business Center and, in such capacity, Declarant shall have and is hereby given the full right and authority of operation, control and maintenance of the entire Common Area, including, but not limited to, execution of contracts, settlement of claims and discretion to select agents and employees. Declarant may, at its sole discretion, employ an agent to perform its obligations hereunder. In the event Declarant fails to reasonably perform the hereinabove stated work and services required for the operation, control and maintenance of the Common Area, pursuant to the provisions of this Declaration, the Owners shall have the right to enter upon the Common Area, without being obligated to do so, to perform such work or furnish such services, provided the Owners have first given ninety (90) days' prior written notice to Declarant of their intention to so do and Declarant has not commenced to cure such failure to perform during that time. If Declarant fails to commence to cure such default, as aforesaid, the Owners shall have the right to remove Declarant as the Maintenance Director. Such removal shall be effectuated by written notice of such removal given to Declarant after the expiration of the period within which Declarant has the right to cure such default, and shall be effective thirty (30) days after receipt by Declarant; provided, however, that prior to the giving of such notice, the Owners shall have agreed in writing to assume and perform all of the duties of the Maintenance Director under this Declaration.

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6.6 Resignation of Maintenance Director. In the event that Declarant desires to relinquish its duties and obligations as the Maintenance Director hereunder, then Declarant shall provide to the Owners, at least sixty (60) days' prior written notice of Declarant's resignation as the initial Maintenance Director. Such resignation shall not be effective until such time as a new Maintenance Director is appointed pursuant to this Section. The Owners (exclusive of Declarant) shall, within sixty (60) days of receipt of the notice of resignation, attempt to reach an agreement among themselves as to who shall assume the duties and obligations of the Maintenance Director. If such Owners cannot reach an agreement as to the appointment of a new Maintenance Director within such sixty (60)-day period, such Owners shall within five (5) days after the expiration of the sixty (60)-day period choose the maintenance Director among themselves through a blind draw of a name, with the Owner whose name is drawn assuming the duties and obligations of the Maintenance Director for a term of not less than two (2) years. Thereafter, if a successor Maintenance Director desires to resign after performing its duties for a minimum of two (2) years, it shall provide to the Owners sixty (60) days' prior written notice of such intended resignation. The Owners shall within such sixty (60)-day period attempt to reach an agreement among themselves as to who shall assume the duties and obligations of the Maintenance Director, and failing such agreement the position of Maintenance Director shall rotate among the Owners. Nothing in this section shall prevent any Owner who is acting as the Maintenance Director, from contracting with a professional management firm to perform some or all of the duties as Maintenance Director; provided, however, that such Maintenance Director shall not be released from its obligations hereunder by so contracting.

6.7 Transfer of Obligations of Maintenance Director. In the event that any Owner ceases to have the obligation to act as Maintenance Director hereunder, such Owner shall cease to have any liability or responsibility for any acts, events, or circumstances occurring subsequent to and not as a result of its performance or non-performance of its duties hereunder while Maintenance Director. Any Owner succeeding to the duties and obligations of any Maintenance Director shall have all of the rights, powers and privileges of the Maintenance Director upon such Owner's succession as Maintenance Director and written agreement to assume and perform such duties and obligations. At any time there exists a vacancy in the office of Maintenance Director, each Owner shall maintain its Parcel as required by this Declaration at such Owner's sole cost and expense.

6.8 Authority. In performing the duties of Maintenance Director, Declarant is hereby authorized to employ, direct personnel, and/or contract for and pay for, on behalf of the Owners in the Business Center, all of the items enumerated as maintenance obligations in this Declaration, plus an administrative fee of ten percent (10%) of such expenses to cover administrative/overhead costs. Except for receipt of such service fee, Declarant agrees to operate on a non-profit basis with the intent of keeping such expenses reasonable.

6.9 Payment of Common Area Expenses

6.9.1 Payment by Maintenance Director. Except as otherwise provided herein, all costs and expenses incurred by the Maintenance Director in the operation and

maintenance of the Common Area under this Declaration shall be paid directly by the Maintenance Director promptly and prior to delinquency. Each other Owner shall reimburse the Maintenance Director for his proportionate share of Common Area Expenses paid by the Maintenance Director in the manner and at the times hereinafter specified. Declarant reserves the right to transfer, convey or retain all consideration with no obligation to reimburse any such bond payment paid by the Maintenance Director.

6.9.2 Annual Budget. At least thirty (30) days following the Maintenance Director's duties becoming effective pursuant to Section 6.1 and the commencement of each subsequent calendar year period thereafter ("Budget Year"), the Maintenance Director shall submit to each of the other Owners a Proposed Annual Budget of the Common Area Expenses for such Budget Year.

Each Owner shall have the right to provide comment to the Maintenance Director regarding said budget. The budget must be approved by the Owners within said thirty (30)-day period, which approval shall not be unreasonably withheld. An Owner's failure to respond in writing with its approval or disapproval of the Annual Budget within such thirty (30)-day period shall be deemed an approval by such non-responding party of the Proposed Annual Budget.

If any Owner disapproves such Annual Budget in writing, such notice shall specify the grounds for such disapproval. Thereupon, the Maintenance Director shall call a meeting with the Owners to attempt to resolve the differences, such meeting shall be held within forty five (45) days after receipt by each party of the Annual Budget. If such differences are not resolved at the meeting, the Proposed Annual Budget shall be deemed approved if the amount of the Proposed Annual Budget does not exceed a ten percent (10%) increase over the current budget. If a Proposed Annual Budget shall not be approved or deemed approved as hereinabove provided, Maintenance Director shall nevertheless continue to operate and maintain the Common Area, provided, however, the Owners shall pay their proportionate share based upon the Proposed Annual Budget presented by Maintenance Director. For the next ninety (90) days, the parties shall use their best efforts to agree upon a budget. If, with respect to any Budget Year, no budget has been approved or deemed approved by the end of the aforesaid ninety (90)-day period, all Owners shall continue to pay Maintenance Director their proportionate share of the Common Area Expenses pursuant to the Proposed Annual Budget, until such matter can be finally resolved by arbitration, at which time any sums awarded by the arbitrator shall be paid by the Owners as directed.

6.9.3 Payment of Proportionate Share. Each Owner shall pay the Maintenance Director on a monthly basis, one-twelfth (1/12th) of its Proportionate Share (as hereinafter defined) of the approved Annual Budget of repairs and maintenance costs for the Common Area, with the first billing date being the first day of the first full quarter following the date that the Maintenance Director's duties become effective pursuant to Section 6.1.

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6.9.4 Major Repairs or Replacements. Notwithstanding anything to the contrary contained in this article, in the event Maintenance Director is required to incur extraordinary costs or expense for a major repair or replacement of any portion of the Common Area (which major repair or replacement for purposes of this Declaration shall be those repair and replacement items costing in excess of Ten Thousand Dollars ($10,000.00), the Proportionate Share of such cost shall be billed by statement to the Owners immediately upon being incurred by the Maintenance Director, and shall be due and payable within thirty (30) days from the date of mailing thereof. In addition to setting forth the Proportionate Share due from the other Owners, this statement shall contain an appropriate description of the major repair or replacement, an itemization of all costs and expenses incurred by Maintenance Director for the major repair and replacement, and the summary of the totals of all such costs and expenses. Said Ten Thousand and No/100 Dollars ($10,000.00) sum shall be adjusted annually, in January of each year, to reflect any changes in the cost of living as determined by the Consumer Price Index for All Urban Consumers for the San Francisco-Oakland metropolitan area, as published by the United States Department of Commerce, Bureau of Labor Statistics, using January, 1995 as the base month.

6.9.5 Proportionate Share. For the purpose of this Declaration, Proportionate Share shall mean the ratio of the floor area within the Building Area on a given Parcel to the floor area of all Buildings permitted to be erected within the Building Area within the Business Center. The measurement of floor area for the purposes of determining the Proportionate Share of the Owner of any Parcel utilized as a gas station shall include shall include all area under canopy used for business purposes on that Parcel. The measurement of the floor area for Pad A, also referred to as Office 4, shall be based on a total of 4,800 square feet. Declarant may, from time to time, adjust the Proportionate Shares to reasonably reflect allocation of expenses in conjunction with any changes in the Building Areas in the Business Center, pursuant to the amendment provisions of this Declaration.

6.9.6 Itemized Statement. Within ninety (90) days after the close of each Budget Year, Maintenance Director shall deliver to each party, a complete and itemized statement, certified by Declarant or a representative of Declarant, of the Common Area Expenses. The failure to deliver such statement within such time period shall not act as a waiver. In the event any party shall have paid more than its Proportionate Share, Maintenance Director shall credit the amount in excess of its Proportionate Share to the next payment then due by the Owners hereunder. Should any Owner have paid less than its Proportionate Share during said preceding Budget Year, then in that event, the Owner so paying less than its Proportionate Share shall, promptly following the receipt of such statement, pay to Maintenance Director the deficiency in its Proportionate Share. Maintenance Director shall maintain complete books, invoices and records in accordance with generally accepted accounting principles and in such a manner as to accurately cover and reflect separately, all costs incurred for the maintenance, repair and operation of the Common Area hereunder, and all items affecting or entering into determination of the respective Proportionate Share of each party for each Budget Year, and shall keep the same for a period of two (2) years after the end of such Budget Year.

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6.9.7 Audit. Each Owner shall have the right, exercisable upon no less than ten (10) business days' prior written notice to Declarant, to make one audit, as to each Budget Year, of such books, invoices and records as are relevant to any such statement or statements. In the event that any audit shall disclose any error in the determination of the Proportionate Share of any Owner or Owners, appropriate adjustment and payment or reimbursement, as the case may be, shall promptly be made between the Owner and Declarant to correct such error. In addition, if any such audit shall disclose an error resulting in a decrease of four percent (4%) or more of the Proportionate Share of such Owner, Maintenance Director shall promptly reimburse the Owner undertaking such audit, for the cost of such audit, which reimbursement shall not be charged to the Common Area Expenses.

6.10 Alternative Provisions. If for any reason the provisions of Article VI, inclusive, become unenforceable, each Owner agrees to provide public liability insurance for the portion of its Parcel designated as Common Area, and shall provide all appropriate maintenance, and payment thereof, necessary to keep the Common Area portion of its Parcel neat, clean, and in an attractive condition, and at all times maintained in a first-class state of repair, and in accordance, laws, rules, ordinances and regulations of any governmental authority having jurisdiction thereover, and in conformity with other first-class Business Centers in the County.

6.11 Extraordinary Utility and Service Charges. If any Owner or Tenant shall use any utility or service, the cost of which is charged through the Common Area Expenses in quantities which are disproportionate to the size of its Building Area or other basis on which the cost is allocated among the Building Areas, then the Maintenance Director may estimate the amount of such disproportionate use, deduct such excess costs from the costs apportioned to the Owners by the regular assessment, and charge such excess directly to the Owner responsible for the disproportionate use by a special assessment, which shall be due and payable within thirty (30) days.

ARTICLE VII
Building Maintenance and Insurance

7.1 Maintenance. Each Owner of a Parcel in the Business Center shall perform the necessary upkeep, repair, renewal, and maintenance of the interior and exterior of its Buildings and other improvements located in the Building Area of each Parcel to ensure that the Buildings in the Business Center and each part thereof are maintained in a first-class manner and retain at all times, the appearance of a first-class Business Center. Such upkeep, repair, renewal and maintenance shall include any canopies, awnings or overhangs on the exterior of the buildings, whether or not extending into the Common Area.

7.2 Insurance and Reconstruction. Each Owner shall carry fire insurance with extended coverage, vandalism, and malicious mischief endorsements upon all buildings located in the Building Area upon its Parcel to one hundred percent (100%) of the full replacement

value thereof (excluding foundations and excavations). The loss, if any, covered by such insurance shall be paid to the respective Owner unless payment of all or a portion of said insurance is required to be made to a mortgagee, deed of trust beneficiary, or leaseback lessor, as its interest may appear. Each Owner shall have the power to adjust and settle any loss with its insurer. In the event of any damage to or destruction of any building in the Building Area of a Parcel from any cause insured against by the insurance required hereunder, the affected Owner shall repair any such damage or destruction and reconstruct the building in accordance with the concept of an integrated Business Center, and the provisions of this Declaration. The affected Owner shall commence restoration and reconstruction as herein provided as soon as possible after receipt of or availability of the proceeds from insurance therefor, and shall use all due diligence to repair or reconstruct within a reasonable period of time thereafter. If the loss is not insured against by the Owner, the Owner shall either rebuild in the manner and on the conditions provided for hereinbefore for an insured loss, or promptly remove the damaged or destroyed building; placing the Building Area of such Parcel in a clean and neat condition. In such event, the location where such building had been located shall be treated for maintenance purposes as a portion of the Common Area and shall be maintained by the Maintenance Director as such until rebuilt.

ARTICLE VIII
Easements

8.1 Access Easements. Each party hereto, as grantor, hereby grants to each other party for the benefit of said other party, its successors, assigns, tenants, customers, and invitees, and the customers and invitees of such tenants, and for the benefit of the Parcel or Parcels belonging to each other party, as grantee, the following:

(a) A non-exclusive easement for ingress and egress by vehicular and pedestrian traffic and vehicle parking upon, over, and across all portions of the Common Area lying within the grantor's Parcel or Parcels, to the extent such area is intended for each such use.

(b) Non-exclusive easements under, through, and across that portion of the Common Area within the grantor's Parcel or Parcels for the installation, maintenance, removal, and replacement of water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones, or electrical conduits or systems, gas mains, and other public utilities and service easements utilized for the benefit of any Parcel. All such systems, structures, mains, sewers, conduits, lines, and other utilities shall be installed and maintained below the ground level or surface of the Business Center, except where the particular utility involved is not amenable to being placed underground (such as, but not limited to, transformers and risers). In the event that it is necessary for any party hereto to cause the installation of a utility of the type permitted herein across that Common Area subsequent to the initial paving and improving of said Common Area, the Owners agree not to unreasonably

withhold the granting of an additional easement or easements, (including, but not limited to, temporary easements) provided that the grant thereof does not unreasonably interfere with the normal operation of any business in the Business Center and no affirmative monetary obligation is imposed upon the grantor.

8.2 Utilities. All storm drains, utility lines, transforms, and meters of each Owner, their successors, assigns, and tenants shall be maintained in a safe condition by the Owners thereof, except to the extent they are maintained by Maintenance Director pursuant to this Declaration. No grantee of a utility easement under this article shall, in the use, construction, reconstruction, operation, maintenance, or repair of any storm drains, utility lines, transformers, and meters, in any way interfere, obstruct, or delay the grantor of said easements, business or the public access to and from said business, or interfere, obstruct, or delay in any way the receiving of merchandise by said grantor. The common private fire service water main shall be maintained in a safe condition in conformance with the standards of the Roseville Fire Department by each Owner, except to the extent it is maintained by the Maintenance Director pursuant to this Declaration.

8.3 Minor Encroachments. In addition to the foregoing and in connection with the work performed within the Building Areas, the Owners agree that incidental encroachments upon Common Area may occur as a result of the use of ladders, scaffolding, storefront barricades, and similar facilities resulting in temporary obstruction of portions of the Common Area, all of which are permitted hereunder so long as their use is kept within reasonable requirements of construction work expeditiously pursued. Common Area may be utilized for ingress and egress of vehicles transporting construction materials, equipment, and persons employed in connection with any work provided for herein, and temporary storage of material and vehicles being utilized in connection with such construction, subject to all of the other terms in this Declaration.

8.4 Restrictions. Except during the initial construction of the Business Center or any subsequent material construction on the Parcels, and then, only to the extent reasonably necessary, no walls, fences, or barriers of any sort or kind shall be constructed or maintained in the Business Center, or any portion thereof, by an Owner which shall prevent or impair the use or exercise of any of the easements granted herein, or the free access and movement, including without limitation, of pedestrian and vehicular traffic between the various Parcels; provided, however, reasonable controls as may be necessary to guide and control the orderly flow of traffic and pedestrians may be installed so long as access driveways to the parking area in the Business Center are not closed or blocked and the traffic circulation pattern of the Common Area is not changed or affected in a substantial way. Any such changes shall require the consent of Declarant.

ARTICLE IX
Approval of Owner; Deemed Approval

All consents or approvals under this Declaration shall not be unreasonably withheld or delayed. In the event any Owner having a right of approval hereunder fails to give such approval or specific grounds for disapproval in writing within thirty (30) days after delivery of a written notice requesting such consent or approval or earlier, if a shorter time period is agreed upon, said Owner shall be deemed to have given its approval to such request.

ARTICLE X
Covenants Regarding Business Center Operation

10.1 Nuisances. Except as expressly permitted hereunder, no party shall use or permit the use of its Parcel, or any portion thereof (i) for the conduct of any offensive, noisy, or dangerous trade, business, manufacturing activity or occupation, including, without limiting the generality of the foregoing, burning of trash, refuse or waste materials, (ii) for the maintenance of any nuisance or the conduct of any activity which violates public policy, (iii) for any activity which physically interferes with the business of any other party or occupant of the Business Center, (iv) in violation of any law, ordinance, rule or regulation of any governmental authority having jurisdiction over the Business Center or any portion thereof, (v) for any "sidewalk sales," sales outside the exterior walls of any building in any Building Area, display of merchandise in the Common Area or any similar use except in areas specifically approved for such purpose by Declarant in writing (which approvals may be arbitrarily or unreasonably withheld within the sole discretion of Declarant), or as otherwise approved by Declarant for Business Center promotions, or (vi) for any other unreasonable use of its Parcel not compatible with the operation of a first-class retail and commercial Business Center with a balanced and diversified grouping of retail stores, merchandise and services, well-maintained in accordance with the standards of this Declaration, including without limitation, advertising media which can be heard or experienced from the exterior of any building or other improvement from which it emanates, such as search lights, loud speakers, phonographs, radios or televisions.

10.2 Certain Promotions. Declarant may conduct Business Center promotions in the Common Area upon the terms and conditions herein specified. All promotions shall be conducted (i) in good taste, adhering to the standards of a first-class Business Center, (ii) so as not to interfere with the use of or access to the entrance of any Building, (iii) so as not to impede or interfere with circulation of pedestrians within the Common Area or the use by users of the Common Area and ingress and egress to store entrances located within the Building Areas, and (iv) shall be of such duration and of such frequency in numbers so as not to unduly interfere with the normal operation of the Business Center.

10.3 Rules and Regulations. Declarant may, from time to time, adopt reasonable rules and regulations pertaining to the use of all Common Area by occupants and users; provided, however, that all such rules and regulations and other matters affecting occupants

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and users shall apply equally and without discrimination. Declarant shall enforce the rules and regulations adopted hereunder against all occupants of the Business Center in a reasonable and nondiscriminatory manner as part of Declarant's obligation to operate and maintain the Common Area.

10.4 Vehicles. No vehicles or recreational vehicles or equipment shall be permitted to remain upon the Property overnight without the prior written approval of Declarant. No automobile, recreational vehicle or equipment, or commercial vehicle or any other motorized vehicle may be stored, dismantled, rebuilt, repaired, serviced or repaired within the Business Center. The foregoing restrictions shall not be deemed to prevent temporary parking for loading or unloading vehicles, or to preclude such vehicles from using the Business Center as invitees for retail Business Center purposes. As used in this Section, "recreational vehicle or equipment" shall include, without limitation, trailers, boats and campers.

10.5 Unsightly Items. All weeds, rubbish, debris or unsightly material or objects or any kind shall be regularly removed from the Building Areas, and shall not be allowed to accumulate thereon. All refuse containers, trash cans, wood piles, storage areas, machinery and equipment shall be prohibited upon the Business Center except in accordance with the approval as granted by Declarant.

10.6 Antennas and Other Roof Structures. No television, radio, or other electronic towers, aerial antennas or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall be erected constructed, placed or permitted to remain on the Business Center, unless the same be below the roof line of the building and not easily visible to the neighboring tenants and Owners, or unless the same be contained within a building or underground conduit or appliances or installations on exterior roofs of structures including, without limitation, air conditioning equipment, rooftop type turbine ventilators, attic ventilators or solar panels (except to the extent that limitations on the construction or use thereof is prohibited by law), or unless the same have been approved in writing by Declarant.

10.7 Window Coverings. Standard window coverings such as curtains, drapes, shutters or blinds may be installed as window covers. All window coverings, including all window advertising, must be in conformance with the Woodcreek Plaza Planned Sign Permit program, as approved by the City of Roseville Design Review Committee. No window shall be covered with aluminum foil, newspaper or other materials not designed for use as a window covering without Declarant's prior written approval. Strauch Parcel window covering, including all window advertising, must be in conformance with Strauch Arco Design Review Approval.

ARTICLE XI
Not a Public Dedication

Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Business Center to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed. The right of the public or any person to make any use whatsoever of the Business Center or any portion thereof (other than any use expressly allowed by a written or Recorded map, declaration, deed or dedication) is by permission, and subject to control of the Owner. Notwithstanding any other provisions herein to the contrary, Declarant may periodically restrict ingress to and egress from the Business Center, in order to prevent a prescriptive easement from arising by reason of continued public use.

ARTICLE XII
Indemnity

12.1 Building Area Indemnity. Each Owner shall indemnify, defend and hold the other Owner(s) harmless from and against all claims, expenses, liabilities, losses, damages, and costs, including any actions or proceedings in connection therewith and including reasonable attorneys' fees, incurred in connection with, arising from, due to or as a result of the death of or any accident, injury, loss, or damage, howsoever caused, to any person or loss or damage to the property of any person as shall occur in or about the Building Area located on each Owner's Parcel, except to the extent the same is paid by any insurance proceeds provided for by this Declaration.

12.2 Common Area Indemnity. Each Owner shall indemnify, defend, and hold the other Owners harmless from and against any and all claims, expenses, liability, loss, damage, and costs, including any actions or proceedings in connection therewith and including reasonable attorneys' fees, incurred in connection with, arising from, due to, or as a result of the death of or any accident, injury, loss or damage, howsoever caused, to any person or loss of or damage to the property of any person as shall occur in or about the Common Area located on each Owner's respective Parcel(s), except claims resulting from the negligence or willful act or omission of the indemnified Owner. Notwithstanding any of the provisions of this section to the contrary, each Owner hereto waives any right of recovery against the other Owner(s) for any loss, damage, or injury to the extent the same should have been or is covered by insurance required by this Declaration.

12.3 Hazardous Substance Indemnity. In the event that the Owner of any Parcel within the Business Center, or its Tenants, agents or employees cause or permit Hazardous Substances, as hereinafter defined, to become located in, on, under or about any of the other Parcels in the Business Center, such Owner agrees to take all necessary steps, at its expense, to investigate, cleanup, remediate and remove said Hazardous Substances, as hereinafter defined, and to defend, indemnify and hold free and harmless the other Owners and Tenants in the

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Business Center from and against all losses, damages, liabilities, costs or expenses (including, but not limited to investigation, cleanup, removal and remediation costs and expenses), fines, penalties, court costs and attorneys' fees and all other such sums which such Owners or Tenants may reasonably pay or become obligated to pay as a result of any, all and every demand, claim, assertion of liability, action or proceeding arising out of the presence of said Hazardous Substances; provided, however, the foregoing hold harmless indemnification and defense provisions shall not be enforceable by any Owner, Tenant, agent or employee who is responsible for causing or permitting the Hazardous Substances to become located in the Business Center. All investigation, cleanup, remediation and removal shall be done only in accordance with and to the extent required by applicable law. In the event that the investigation, cleanup, remediation or removal of Hazardous Substances is required in the Business Center, each Owner hereby grants to each other Owner temporary access to its Common Area for the purpose of investigating, cleaning up, remediating or removing Hazardous Substances; provided, however, that such activities will be performed in such manner as to minimize the intrusion and inconvenience caused on the other Owner's Parcels. The term Hazardous Substances, as used in this Section, shall include, but not be limited to, all substances defined as "hazardous substances", "hazardous materials," "toxic substances," "toxic wastes," "hazardous wastes," "extremely hazardous wastes," or "restricted hazardous wastes," under the applicable local, state and federal statutes, ordinances, rules, regulations and orders (including gasoline, diesel fuel and all other petroleum hydrocarbons). This provision shall survive the termination or revocation of this Declaration.

ARTICLE XIII
Covenants with the Land

All of the provisions, agreements, rights, powers, covenants, conditions and obligations contained in this Declaration shall be binding upon the Owners, their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons acquiring any Parcel in the Business Center, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the Owners, and their respective heirs, successors and assigns. All of the provisions of this Declarations shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including, but not limited to, Section 1468 of the California Civil Code. It is expressly acknowledged that each covenant to do or refrain from doing some act on each Parcel hereunder (i) is for the benefit of each other Parcel and is a burden upon each other Parcel, (ii) runs with each Parcel, and (iii) shall be binding upon each successive Owner during its ownership of each Parcel, or any portion thereof, and each person having any interest therein derived in any manner through any Owner of any Parcel, or any portion thereof, and shall benefit each Owner and its Parcel.

ARTICLE XIV
Assignment of Declarant's Rights, Powers and Obligations

Except as otherwise provided herein, any or all of the rights, powers, reservations and obligations of Declarant herein contained may, at the option of Declarant, be assigned at any time to any Owner upon the making of an assignment under this section and the consent in writing of such assignee to accept such assignment and to assume the duties of Declarant hereunder. Such assignee shall, to the extent of such assignment, have the same rights, powers, reservations and obligations as Declarant hereunder, and Declarant shall be relieved of same. At such time as Declarant no longer owns any of the Property, or if at any time Declarant ceases to exist and has not made an assignment pursuant to the provisions of this section, a successor to Declarant may be appointed by the Owners of all of the Parcels in the Business Center representing seventy-five percent (75%) or more of the Building Area.

ARTICLE XV
Duration, Modification and Termination

15.1 Duration of Restrictions. This Declaration shall run with the land, and continue and remain in full force and effect at all times with respect to any and all real property now or hereafter made subject to this Declaration (subject, however, to the right to amend and repeal as recorded) for the term of thirty (30) years. Unless there is Recorded an instrument directly the termination of this Declaration within one (1) year prior to the expiration hereof, signed by the Owners of not less than seventy-five percent (75%) of the Building Area, then this

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Declaration, in its then existing form, shall be continued automatically without any further notice for an additional period of ten (10) years and thereafter for successive periods of ten (10) years unless within one (1) year prior to the expiration of any such period this Declaration is terminated as set forth above.

15.2 Modification and Termination. This Declaration or any provision thereof, of any covenant, condition, restriction, limitation or agreement contained herein, may be modified, amended, revoked or terminated, only by Declarant so long as Declarant owns property within the Business Center and thereafter only upon the written consent of the Owners of fifty-one percent (51%) of the gross acreage contained within the Property. No such modification, amendment, revocation, termination, or extension shall be effective until a proper instrument in writing describing such modification, amendment, termination, or extension has been executed and recorded.

ARTICLE XVI
Miscellaneous

16.1 Severability. If any clause, sentence, or other portion of this Declaration shall become illegal, null, or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.

16.2 Enforcement and Remedies.

(a) If any Owner of any portion of the Business Center shall, during the term of this Declaration, default in the required hereunder, and if at the end of thirty (30) days after receipt of written notice from any other Owner of a portion of the Business Center, stating with particularity the nature and extent of such default, the defaulting Owner has failed to cure such default, or if a diligent effort is not then being made to cure such default, then an other Owner of land in the Business Center shall, in addition to all other remedies it may have at law or in equity, have the right to perform such obligations of this Declaration on behalf of such defaulting Owner, and be reimbursed by such defaulting Owner for the cost thereof, together with interest at the maximum rate allowed by law. Any such claim for reimbursement, together with interest as aforesaid, shall be a secured right, and a lien therefor may attach to the portion of the Business Center and improvements thereon owned by the defaulting party effective upon Recording of a notice of claim of lien, stating the amount due, the name of the Owner, and the legal description of the Parcel owned by such defaulting Owner. Such lien shall be subordinate to any first mortgage or deed of trust now or hereafter covering any portion of the Business Center and improvements thereon, and any purchaser at any foreclosure or improvements thereon, and any purchaser at any foreclosure or trustee's sale (as well as any grantee by deed in lieu of foreclosure or trustee's sale) under any such first mortgage or deed of trust shall take title free and clear form any such then existing lien, but otherwise subject to the provisions of this Declaration. The failure of Declarant to insist in any one or more cases upon the strict performance of any of the promises, covenants, conditions,

restrictions, or agreements of this Declaration shall not be construed as a waiver or relinquishment for the future breach of such provisions.

(b) No breach of this Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect in any manner, any other rights or remedies which such Owner, or any tenant, may have hereunder by reason of any breach of this Declaration. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for vale, but such covenants or restrictions shall be binding upon and effective against such Owner of any of said property or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

(c) In the event any of the Owners fail or refuses, at any time, to pay his or its share of any costs payable hereunder when due, then legal action may be instituted against the defaulting party for reimbursement, plus interest at the rate equal to the Reference Rate announced by Bank of America, N.T. & S. A., as of the date of default, plus two percent (2%) per annum, but not to exceed the maximum non-usurious interest rate allowed by law. If any party defaults under this Declaration, any other party may institute legal action against the defaulting party for specific performance, declaratory relief, damages, or other suitable legal or equitable remedy.

16.3 Court Costs. Should suit or legal action be instituted to enforce any of the foregoing terms, covenants, conditions, restrictions, and encumbrances, then the losing party, in addition to any judgement, order, or decree, agrees to pay the prevailing party its reasonable attorney's fees and court costs as may be awarded by a our adjudging or decreeing such suit or action.

16.4 Force Majeure. The owners shall each comply with the time limitations set forth in this Declaration; however, said time limitations shall be extended for a period or periods of time equal to any period or periods of delay caused by strikes, lockouts, fire or other casualty, the elements or Acts of God, refusal or failure of governmental authorities to grant of God, refusal or failure of governmental authorities to grant necessary approvals and/or permits for the construction of the buildings or other improvements contemplated hereunder (the Owners agreeing to use reasonable diligence to procure the same) or other causes, other than financial, beyond their reasonable control.

16.5 Captions. The captions at the beginning of each paragraph of this Declaration are not part of and in no manner or way define, limit, amplify, change, or alter any term, covenant, or condition of this Declaration. For the purposes of this Declaration, the neuter gender includes the feminine or masculine, and the singular number includes the plural, and the word "person" includes corporation, partnership, firm, or association wherever the context so requires.

16.6 Amendment. This Declaration may not be modified in any respect whatsoever, or rescinded, in whole or in part, except with the written consent of Declarant and the Owners of all Parcels in the Business Center representing seventy-five percent (75%) or more of the Building Area in the Business Center, and then only by a Recorded written instrument duly executed and acknowledged by Declarant and all of said Owners of seventy-five (75%) of the building area. Notwithstanding anything Declarant, so long as it is the Owner of any Parcel in the Business Center, shall have the right to modify or amend this Declaration in its sole and absolute discretion, without regard to any standard of reasonableness.

16.7 Successors; Mortgagee's Clause. This Declaration shall bind and inure to the benefit of the successors and assigns of the Owners and all future Owners of the Business Center. Notwithstanding any of the Provisions of this Declaration, a breach of any of the conditions and/or restrictions under the provisions herein shall not defeat or affect or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but such restriction shall be binding and effective against any Owners of any of said property or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

16.8 Sale. It is agreed that is any party hereto sells all or a part of the Business Center owned by it, then obligations under this Declaration with respect to the part of such Property thus sold, but shall not be relieved of its obligations incurred prior to such sale.

16.9 Exhibits. All exhibits attached to this Declaration are incorporated by reference herein and made a part hereof as though fully set forth herein.

ARTICLE XVII
Merchants Association

In the event Declarant elects to form a Merchants Association, each of the businesses occupying the Business Center, whether Owner or Tenant, shall join the Merchants Association and pay the assessments imposed pursuant to this Declaration and California law by the governing body of such Association.

THIS DECLARATION is and shall be binding upon and shall inure to the benefit of each of the Owners and Tenants, administrators, executors, and legal representatives.

Dated: January 24, 2000.

DECLARANT:
SIERRA WOODCREEK, LLC

By: David T. Econome

Its: Managing Member

Date: 1/24/2000

STRAUCH BROTHER, INC.
STRAUCH ARCO

By: Marc Strauch

Its: President

Date: 1/24/00

STATE OF CALIFORNIA
COUNTY OF Sacramento

On January 24, 2000
before me, Erin Burress
a Notary Public in and for said State, personally appeared
David T. Econome and Marc Strauch

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

WITNESS my hand and official seal.

ERIN BURRESS
COMM # 1202932
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
COMM EXP. NOV. 23, 2002

Signature Erin Burress

(This area for official notarial seal)

Exhibit "A"

Strauch Parcel:

Parcel 1 as shown on Parcel Map filed for record on August 27, 1998 in Book 29 of Parcel maps, at Page 80, records of Placer County. APN 477-100-024

Sierra Woodcreek, LLC Parcel:

Parcel 2 as shown on Parcel Map filed for record on August 27, 1998 in Book 29 of Parcel maps, at Page 80, records of Placer County. APN 477-100-025

Exhibit "B"

PLANNING
CITY OF ROSEVILLE
TRADITION ■ PRIDE ■ PROGRESS
316 VERNON STREET, 104 ■ ROSEVILLE, CA 95678 ■ PHONE (916) 774-5276

DATE: May 7, 1999

TO: Dave Econome
Sierra Woodcreek, LLC
3600 American River Dr. Ste. 105
Sacramento, CA 95864

FROM: Planning Department

FILE#DRP 98-64, PM 98-14,
TP 98-89, & PSPP 98-14

On **May 6,1999** the *Design Committee* **APPROVED** the request for a **DESIGN REVIEW PERMIT, TENTATIVE PARCEL MAP, TREE PERMIT, AND PLANNED SIGN PERMIT PROGRAM** in association with the development of Woodcreek Plaza. The approved entitlements included a Design Review Permit for the construction of a retail/office development totaling up to 54,092 square feet (with related site improvements), a Tentative Parcel Map to subdivide the 9.6 acre site into ten individual parcels ranging in size from 0.15-3.32 acres, a Tree Permit for the removal of twelve native oak trees and to permit encroachment and construction related activities within the protected zones of eight other native oak trees, and Planned Sign Permit Program to establish sign criteria for monument signs and wall signs within the development at **7450 FOOTHILLS BOULEVARD (WOODCREEK PLAZA).**

EXPIRATION DATE

You have two (2) years from the date of the Design Committee approval in which to obtain a building permit, or else the **Design Review Permit** and **Tree Permit** approval becomes null and void.

The expiration date of these requests are **May 6, 2001**.

You have two (2) years from the date of the Design Committee approval in which to record the final parcel map, or else the **Parcel Map** approval becomes null and void.

The expiration date of this request is **May 6, 2001**.

EXTENSION OF PERMIT

Design Review Permit
You may request that a permit be extended for a period up to a maximum of one (1) year. An application for an extension shall be submitted to the Planning Department prior to the expiration date indicated above. No notice will be sent to you prior to the date of permit expiration.

YOU WILL BE RESPONSIBLE FOR REQUESTING ANY EXTENSION.

Parcel Map
You may request that a permit be extended for a period up to a maximum of five (5) years. An application for an extension shall be submitted to the Planning Department prior to the expiration date indicated above. No notice will be sent to you prior to the date of permit expiration.

YOU WILL BE RESPINSIBLE FOR REQUESTING ANY EXTENSION.

FEE NOTIFICATION

Per Government Code Section 66000, et seq, this notice shall serve as notification that the 90 day appeal period has begun in which the applicant may protest the imposition of fees, dedications, reservations, or other exactions imposed under the provisions of Government Code Section 66020 to the City Council. The appeal shall be filed in writing or on a form provided by the City stating the reasons for the appeal as provided for in Government Code Section 66020. **The appeal shall be filed with the City Clerk**.

APPEAL PROCEDURE

Design Review Permit & Tree Permit
The decision of the Design Committee is final unless appealed. This decision must be appealed to the ***City Council*** by filing a written appeal and paying the required fee **within *twenty (20)* calendar days of May 6, 1999. The appeal shall be filed with the *City Clerk*.**

Parcel Map & Planned Sign Permit Program
The decision of the Design Committee is final unless appealed. This decision must be appealed to the ***City Council*** by filing a written appeal and paying the required fee **within *ten (10)* calendar days of May 6, 1999. The appeal shall be filed with the *City Clerk*.**

You may be precluded from filing a lawsuit to challenge this decision unless you use this opportunity for administrative appeal and raise any issues you believe to be wrongly decided.

Persons wishing to commence a court case challenging this decision must do so within ninety (90) days of the final decision (after all administrative appeals are exhausted) pursuant to Code of Civil Procedures Section l094.6. (See Roseville City Council Resolution No. 82-8l)

THE APPROVED CONDITIONS FOR THIS PROJECT ARE:

1. This design review permit approval shall be effectuated within a period of two (2) years from this date and if not effectuated shall expire on May 6, 2001. Prior to said expiration date, the applicant may apply for an extension of time, provided, however, this approval shall be extended for no more than a total of one year from May 6, 2001.

2. The project is approved as shown in **Exhibits A-R** and as conditioned or modified below. (Planning)

3. Approval of the project includes the following:

   a) The alternative for Office 4 as illustrated with Exhibits D, P, and Q.
   b) The alternative for Pad A as illustrated with Exhibits D, P, and Q.

c) If the alternative for Pad A is pursued without, or prior to the alternative for Office 4, then the developer shall be responsible for demonstrating that adequate parking can be provided in the center. This may include reducing the size of Pad A from 5,500 s.f. to 5,300 square feet. The developer can work with the Planning Department on alternative provisions for parking in compliance with City parking requirements.

d) If development of the project includes the alternative for Office 4, then Stalls 184-188 shall be eliminated and replaced with a landscape planter designed to the satisfaction of the Planning Department.

(Planning)

4. The design and construction of all improvements shall conform to the Improvement Standards and Construction Standards of the City of Roseville, or as modified by these conditions of approval, or as directed by the City Engineer. (Engineering)

5. The applicant shall not commence with any on-site improvements until such time as grading and improvement plans are approved and grading and/or encroachment permits are issued by the Department of Public Works (Engineering)

6. The approval of this project does not constitute approval of proposed improvements as to size, design, materials, or location, unless specifically addressed in these conditions of approval. (Engineering)

PRIOR TO BUILDING PERMITS:

7. Parking stalls shall meet, or exceed, the following minimum standards:

a) All parking stalls shall be double-striped. Parking stalls adjacent to sidewalks, landscaped areas or light fixtures, and all handicapped stalls shall abut a 6" raised curb or concrete bumper. (Planning)

b) Standard -- 9 feet x 18 feet; Compact–8 feet x 16 feet; Handicapped Accessible–14 feet x 18 feet (a 9 foot wide parking area plus a 5 foot wide loading area) and a minimum of one (1) parking space shall be handicapped van accessible–17 feet x 18 feet (9 foot wide parking area plus an 8 foot wide loading area). (Planning)

c) Handicapped parking stalls shall be located as close as possible to the primary entrance to the building. The total number of accessible parking spaces shall be established by Table 11B-7 of the UBC. (Building)

d) Handicapped spaces and crosswalks shall be signed, marked and maintained as required by Title 24 amendments of the Uniform Building Code. (Building)

e) Handicapped accessible parking and exterior route of travel shall comply with the 1994 UBC, Sections 1129B and 1127B. (Building)

8. Signs and/or striping shall be provided on-site as required by the Planning Department to control on-site traffic movements. Traffic control devices shall be provided for the main intersection at the northeast corner of the Shops building as well as at the east/west approaches to the intersection between Office 1 and Office 2. (Planning)

9. The plans submitted to the Building Department for permits shall indicate all approved revisions/alterations as approved by the Commission including all conditions of approval. (Planning)

10. The grading plan shall be revised to reflect the following:

    a) Pad C - The developer shall work with the Planning Department to minimize the grade differences at the southeast corner of the building. The developer shall explore their ability to reduce the 12' wide hardscape area on the north side of the building in order to increase the width of the planter on the south side. (Planning)
    b) Arco area - The developer shall work with the Planning Department to revise the proposed grades at the northeast corner of the internal intersection in order to reduce the retaining wall height to a maximum of no more than 3'. (Planning)

11. The Landscape plan shall comply with the Northwest Roseville Specific Plan, the City of Roseville Water Efficient Landscape Requirements (Resolution No. 93-55), and the following:

    a) The Blue Oak or Interior Live Oak shall be provided as the street tree along Foothills Boulevard.
    b) The landscape planter on the south side of Stall 200 shall be provided with a uniform width of three feet (3').
    c) The tree plantings in the parking lot shall be designed to provide a minimum of 50% shade coverage after 15 years.
    d) At a minimum, landscaped areas not covered with live material shall be covered with a rock, (2") bark (no shredded bark) or (2") mulch covering.

    (Planning)

12. The building elevations shall be revised to provide the following:

    a) The developer shall work with the Planning Department to provide either of the two following design alternatives on the back (west) side of the Shops building.

        i) Provide a 5' wide landscape planter along the back side of the building. The planter would include selections of screening shrubs and small trees (e.g. Crape myrtle). The planter would be applied along the west side of the building from a spot near the northwest corner of the building south to a terminus opposite Stalls 316/317.

        or

        ii) Decorative metal trellis features shall be placed along the back side of the Shops building between the access doors. The trellis features would be situated ±2' from the wall of the building and would be placed in 4' deep planters that include extruded curbs. The trellis features shall be painted Neptune Blue (or other accent color used in the center) and should be of suitable height and width to balance the areas between the rear man doors and the accent band. Climbing plants (i.e. ivy, vines) shall be planted within the landscape planters. The trellis features shall be placed on the west side of the building from a spot near the northwest corner of the building south to a spot east of Stalls 316/317.

        (Planning)

    d) The applicant shall work with staff to design the tower elements at a height of 26'.

13. Any roof-mounted equipment and satellite dishes proposed shall be shown on the building plans. The equipment shall be fully screened from public streets and the surrounding properties. (Planning)

14. Building permit plans shall comply with all applicable code requirements (Uniform Building Code - UBC, Uniform Mechanical Code - UMC, Uniform Plumbing Code - UPC, Uniform Fire Codes - UFC and National Electrical Code - NEC), California Title 24 and the American with Disabilities Act - ADA requirements, the Roseville Building Security Ordinance, and all State and Federally mandated requirements in effect at the time of submittal for building permits (contact the Building Department for applicable Code editions). (Building)

15. *Restaurants or other food services.* The developer shall obtain all required approvals and permits from the Placer County Health Department. (Building)

16. For all work to be performed off-site, permission to enter and construct shall be obtained from the property owner, in the form of a notarized right-of-entry. Said notarized right-of-entry shall be provided to Engineering prior to approval of any plans. (Engineering)

17. The grading and improvement plans shall be designed in accordance with the City's Improvement Standards and Construction Standards and shall reflect the following:

    a) Street improvements including, but not limited to, curb, gutter, sidewalk, pavement, drainage systems, traffic striping, signing, medians and markings, etc. along all existing and proposed City streets, as required by Engineering.
    b) Grading shall comply with the City grading ordinance. Erosion control devices (sediment traps, ditches, straw bales, etc.) shall be shown on the grading plans. All erosion control shall be installed prior to the onset of wet weather. Erosion control is installed to ensure silt free discharge from the project site. It is incumbent upon the applicant to ensure that a silt free discharge is achieved. Therefore modification of the erosion control plan may be warranted during wet weather conditions.
    c) A rough grading permit may be approved by Engineering prior to approval of the improvement plans. (Engineering)
    d) Access to the floodplain as required by Engineering and the Streets Department. (Engineering)
    e) Standard Handicap ramps shall be installed at all curb returns per City Standards. (Engineering)

18. The applicant shall apply for and obtain an encroachment permit from the Engineering Department prior to any work conducted within the City right-of-way. (Engineering)

19. Frontage improvements as required and bonded for with approved Parcel Map 97-19, and as approved by the City Subdivision Committee on April 1, 1998, shall be completed to the satisfaction of the City. In addition to those improvements as previously conditioned, the following shall apply:

    a) The auxiliary lane on Foothills Boulevard shall be extended to the proposed southerly driveway on Foothills Boulevard. The southerly driveway shall be a Standard "Type A-7" driveway with a width of 35 feet. The throat depth shall be a minimum of 150 feet. The driveway shall be restricted to Right in/out and lefts in. The center median on Foothills shall be extended from where it ends presently to the south in order to restrict any left turn out movements and to provide a standard left turn lane off of Foothills Boulevard.

    b) The western driveway on Pleasant Grove Boulevard shall be restricted to right in/out and lefts in only. A modified raised median shall be constructed with the western driveway along the curb line to prohibit left turn out movements. The raised median shall provide for pedestrian crossing of the driveway, and shall extend into the site 120', and along the

frontage of Pleasant Grove Boulevard a minimum of 50 feet. The auxiliary lane shall function as an acceleration lane from the western driveway and a right-turn lane for the eastern driveway. The western driveway shall be a "Type A-7" driveway, 35 feet in width, and shall be constructed with a right turn curb flare. The throat depth shall be 140 feet. A standard left turn lane shall be constructed on Pleasant Grove Boulevard for left turn movements into the western driveway. The eastern driveway shall be limited to right turn movements only and shall provide a minimum throat depth of 50'. (Engineering, Building)

20. All retaining walls on site shall be constructed using masonry materials. All masonry materials shall be a split-face variety with tan color to compliment the colors in the center. (Engineering)

21. A note shall be added to the grading plans that states:

"Prior to the commencement of grading operations, the contractor shall identify the site where the excess earthen material shall be deposited. If the deposit site is within the City of Roseville, the contractor shall produce a report issued by a geotechnical engineering to verify that the exported materials are suitable for the intended fill, and shall show proof of all approved grading plans. Haul routes to be used shall be specified." (Engineering)

22. No fill material shall be placed within the 100 year flood plain. (Engineering)

23. The applicant shall dedicate all necessary rights-of-way for the widening of any streets required with this entitlement. A separate document shall be drafted for approval and acceptance by the City of Roseville, and recorded at the County Recorders Office. (Engineering)

24. All storm drainage shall be collected on site and shall be routed to the Pleasant Grove Creek. The out falls shall be extended to the 10 year water surface elevation. Prior to discharge of any storm water into the creek, the storm water shall be treated with a sand/oil separator. The entire storm drainage system shall be private, and privately maintained. At no time in the future shall the City be responsible for the maintenance of the facility. (Engineering)

25. The applicant shall pay for all applicable water and sewer fees. (Environmental Utilities)

26. Water and sewer infrastructure shall be designed pursuant to the adopted City of Roseville Improvement Standards and the City of Roseville Construction Standards and shall include:

a) Utilities or permanent structures shall not be located within the area which would be disturbed by an open trench needed to expose sewer trunk mains deeper than 12' unless approved by Environmental Utilities in these conditions. The area needed to construct the trench is a sloped cone above the sewer main. The cone shall have 1:1 side slopes.

b) Water and sewer mains shall not exceed a depth of 12' below finished grade, unless authorized in these conditions of approval.

c) All sewer manholes shall have all weather 10-ton vehicle access unless authorized by these conditions of approval.

d) Provide a city water loop through the complex from Foothills Boulevard to Pleasant Grove Boulevard with service locations to each building/parcel. Provide a composite plan showing the proposed water main route.

e) Route a city sewer main through the complex with individual connections to each proposed building. Provide a composite plan with showing the proposed sewer main route.

f) (Environmental Utilities)

27. The Transportation Systems Management (TSM) Plan for Woodcreek Plaza shall be approved by the Transportation Commission. (Transportation)

28. The plans shall comply with the following requirements for refuse enclosures and service:

a) The number of trash and recycling enclosures shall be provided per the requirements of the Refuse Department. If more than one tenant is to share an enclosure, then the building owner shall be responsible for trash service.

b) A recycle enclosure shall be provided for the Shops building. The location shall be coordinated with and approved by the Refuse Department. Options may include expanding the enclosure next to the compactor or locating a new enclosure on the north side of Stall 316.

c) Trash enclosures, recycling areas, and enclosure approaches shall be designed to current Refuse Division specifications, the materials and colors shall match the building, and the location of such facilities shall be reviewed and approved by the Refuse Division, Planning and the Fire Department. The enclosure must have inside dimensions of 12 feet wide and 9 feet deep and be built to the specifications of the Solid Waste Department's Enclosure Description. (Refuse, Planning, Fire)

d) Trash enclosures shall have an inside turning radius of 25 feet. An outside turning radius of 45 feet must be maintained to allow the refuse truck access to and from the enclosure. Enclosures must have a clear approach of 65 feet in front of the enclosure to allow servicing bins. (Refuse)

29. Fire apparatus access roads shall be provided to within 150 feet of all structures and combustible storage piles. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches. (Fire)

30. Vertical clearances or widths shall be increased when, in the opinion of the Fire Chief, vertical clearances or widths are not adequate to provide fire apparatus access. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus (66,00 pounds) and shall be provided with a surface so as to provide all-weather driving capabilities. Said access shall be provided prior to any construction or storage of combustible materials on site. (Fire)

31. The required fire flow for the protection of the proposed project is 2,000 gallons per minute with 20 pounds residual water pressure. This flow is based on the premise that the Shop Building structure is to be of Type V-Non rated construction with the installation of a full coverage automatic fire sprinkler system, and is reflective of the proposed square footage amounts. A change in any of the conditions may increase the required fire flow. (Fire)

32. Applicant shall demonstrate to the satisfaction of the Fire Department via a hydraulic analysis of the fire service water main serving the complex that an approved water supply capable of supporting the required fire flow (2,000 GPM'S) and fire sprinkler system demand (250 GPM'S) shall be available for fire protection. Said hydraulic analysis shall be performed by a state licensed fire protection, civil or mechanical engineer. (Fire)

33. Applicant shall provide a minimum of four (4) private fire hydrants for the complex. The average spacing between fire hydrants within the complex shall not exceed 350-feet on-center along proposed roadways. The location, number and type of fire hydrants connected to the water supply shall be provided as required and approved by the Fire Department. (Fire)

34. A fire hydrant shall be located within 40-feet of fire department connections serving automatic fire sprinkler systems in accordance with the Roseville Fire Code. Said hydrant shall be located on the same side of the fire lane except as permitted by the Fire Chief. (Fire)

35. Fire hydrants shall be operable and accessible to Fire Department apparatus by roads meeting the requirements of the Roseville Fire Code prior to bringing combustible materials onto the project site. (Fire)

36. An approved access walkway shall be provided to all exterior doors and openings required by either the Uniform Fire Code or the Uniform Building Code. A concrete sidewalk or other approved hard surface will meet the intent of the access walkway requirement. Adequate space adjacent to the access walkway, vertically and horizontally, shall be provided to allow firefighters to access required building openings in order to effectively perform rescue operations, to allow for equipment maneuverability, and to safely raise ground ladders. Any landscaping adjacent to the access walkway shall be such that it does not obstruct the functional purpose of the walkway upon maturity. (Fire)

37. The Electric Department requires the submittal of the following information in order to complete the final electric design for the project:

    a) one (1) set of improvement plans
    b) load calculations
    c) electrical panel one-line drawings

38. "The applicant shall work with staff and the Pleasant Grove Neighborhood Association regarding the on-site external lighting." All on-site external lighting shall be installed and directed to have no off-site glare. Lighting within the parking areas shall provide a maintained minimum of one (1) foot candle of light, and landscape at maturity shall not interfere with lighting patterns. All exterior light fixtures shall be vandal resistant. The landscape submitted with the construction documents shall integrating the lighting cones within the landscape frontages. (Planning & Police)

39. The parking lot shall have properly posted signs that state the use of the parking area is for the exclusive use of employees and customers of this project. (See California Vehicle Code Sections 22507.8, 22511.5, 22511.8, 22658(a), and the City of Roseville Municipal Code Section 11.20.110). The location of the signs shall be shown on the approved site plan. (Planning & Police)

40. It is the developer's responsibility to notify PG&E of any work required on PG&E facilities. (PG&E)

DURING CONSTRUCTION & PRIOR TO ISSUANCE OF OCCUPANCY PERMITS:

41. Any backflow preventors visible from the street shall be painted green to blend in with the surrounding landscaping. The backflow preventors shall be screened with landscaping and shall comply with the following criteria:

    a) There shall be a minimum clearance of four feet (4'), on all sides, from the backflow preventor to the landscaping.
    b) For maintenance purposes, the landscaping shall only be installed on three sides and the plant material shall not have thorns.
    c) The control valves and the water meter shall be physically unobstructed.
    d) The backflow preventor shall be covered with a green cover that will provide insulation. (Planning, Environmental Utilities)

42. The following easements shall be provided and shown on the site plan, unless otherwise provided for in these conditions:

a) Water and sewer easements shall be granted to cover the above mentioned city water and sewer mains by separate document or with the accompanying Parcel Map. Additional easement widths may be required on the existing 30" sewer trunk main and the newly laid main accommodating the gas station corner parcel previously created.

b) A common area P.U.E. will be required to cover the installation of the high voltage electrical facilities. (Electric)

43. Easement widths shall comply with the City's Improvement Standards and Construction Standards. (Environmental Utilities, Engineering)

44. Separate document easements required by the City shall be prepared in accordance with the City's "Policy for Dedication of Easements to the City of Roseville". All legal descriptions shall be prepared by a licensed land Surveyor. (Engineering, Environmental Utilities, Electric)

45. Inspection of the potable water supply system on new commercial/ industrial/ office projects shall be as follows:

a) The Environmental Utilities Inspector will inspect all potable water supply up to the downstream side of the backflow preventor.

b) The property owner/applicant shall be responsible for that portion of the water supply system from the backflow preventor to the building. The builder/contractor shall engage a qualified inspector to approve the installation of this portion of the water supply. The Building Division will require from the builder/ contractor, a written document certifying that this portion of the potable water supply has been installed per improvement plans and in accordance with the Uniform Plumbing Code. This certificate of compliance shall be submitted to the Building Division before a temporary occupancy or a building final is approved.

c) The building inspectors will exclusively inspect all potable water supply systems for the building from the shutoff valve at the building and downstream within the building. (Building, Environmental Utilities)

46. The following note shall be added to the improvement plans:

To minimize dust/ grading impacts during construction the applicant shall:

a) Spray water on all exposed earth surfaces during clearing, grading, earth moving and other site preparation activities throughout the day to minimize dust.
b) Use tarpaulins or other effective covers on all stockpiled earth material and on all haul trucks to minimize dust.
c) Sweep the adjacent street frontages at least once a day or as needed to remove silt and other dirt which is evident from construction activities.
d) Ensure that construction vehicles are cleaned prior to leaving the construction site to prevent dust and dirt from being tracked off-site.
e) The City shall have the authority to stop all grading operations, if in opinion of city staff, inadequate dust control or excessive wind conditions contribute to fugitive dust emissions. (Engineering)

47. The project shall be addressed as:

Pad A - 1263 Pleasant Grove Blvd. Office 1 - 1271 Pleasant Grove Blvd.
Pad B - 7480 Foothills Blvd. Office 2 - 1269 Pleasant Grove Blvd.
Pad C - 7452 Foothills Blvd. Office 3 - 1265 Pleasant Grove Blvd.
Daycare - 1267 Pleasant Grove Blvd.
Shop Building - 7456 Foothills Blvd.

Prior to any further division of these buildings with multi-tenants the applicant must submit a plot plan with building footprint(s) to the Engineering Division for building/suite addressing. (Engineering)

48. This project falls within the commercial land use category of the Pleasant Grove Watershed Flood Control Plan as determined by the Placer County Flood Control District and adopted by the City of Roseville. The project is therefore subject to a fee based on gross developed acres. (Engineering)

49. The applicant shall remove and reconstruct any existing damaged curb, gutter, and sidewalk along the property frontage. During plan check of the improvement plans and/or during inspection, Engineering will designate the exact areas to be reconstructed. (Engineering)

50. Existing public facilities damaged during the course of construction shall be repaired by the applicant, at the applicant's expense, to the satisfaction of the City. (Engineering)

51. All improvements being constructed in accordance with the approved grading and improvement plans shall be accepted as complete by the City. (Engineering)

52. The words "traffic control appurtenances" shall be included in the list of utilities allowed in public utilities easements (PUE's) located along public roadways. (Engineering)

53. Transportation Systems Management (TSM) Agreement shall be approved by the City Council in accordance with the new TSM Ordinance. (Transportation)

54. Water and sewer shall be constructed pursuant to the adopted City of Roseville Improvement Standards and the City of Roseville Construction Standards. (Environmental Utilities)

55. All water backflow devices shall be tested and approved by the Environmental Utilities Department. (Environmental Utilities)

56. **Restaurants or other food services.** The developer shall install exterior grease interceptor if any of the proposed business's could potentially discharge any grease type product. (Environmental Utilities)

57. An approved automatic fire extinguishing system shall be provided within all buildings where the required fire-flow exceeds **2,000** gallons per minute as outlined by Section 1003.1.1 and Appendix III-A of the City Fire Code. Fire extinguishing systems installed shall conform to the minimum design standards of the Fire Department and California Building Code Standard 9-1. Plans and specifications shall be submitted to the Fire Department prior to system installation. Plan review and field inspection fees associated with the installation of said systems shall be paid prior to plan submittal. (Fire)

58. Fire extinguishing systems installed as required by Section 1003.1.1 of the City Fire Code shall have control valves and activation switches electrically supervised and monitored by an approved central alarm monitoring company. Digital alarm communicator system panels shall be installed

and maintained in accordance with National Fire Protection Association Standard # 72 (Fire Alarm Code). Plan review and field inspection fees associated with the installation of said systems shall be paid prior to plan submittal. (Fire)

59. Fire extinguishing systems installed as required by Section 1003.1.1 of the City Fire Code shall be provided with an approved audible and visual alarm notification signal within the interior of the building to alert building occupants. Said alarm notification signal shall be provided throughout the building and shall be installed and maintained in accordance with National Fire Protection Association Standard #72 (Fire Alarm Code). Plan review and field inspection fees associated with the installation of said systems shall be paid prior to plan submittal. (Fire)

60. An approved project sign shall be placed at vehicle access points into the project during construction to assist emergency responders. The sign shall identify the project name and address, as approved by the Fire Department. Such signs shall be clearly visible and legible from the street fronting the project. (Fire)

61. The approved address numbers shall be placed on all buildings by the applicant in such a position as to be plainly visible and legible from the fire apparatus road fronting the building and shall be placed as to be seen from all entrances. Proposed address numbers shall be indicated on the elevation drawings contained within the building plan submittal. The address numbers shall be contrasting in color with their background and shall be illuminated. (Fire)

62. The applicant shall properly identify all required fire lanes in accordance with the Fire Department Fire Lane Standard. (Fire)

63. Barricades shall be provided to protect any natural gas meter, fire hydrant, or other fire department control device, which may be subject to vehicular damage. Approved signs may be required to identify the location of fire protection devices. (Fire)

64. Automatic fire extinguishing system risers, fire alarm system panels and digital alarm communicator system panels shall be located within an approved fire control room and shall be accessible from an adjacent fire apparatus roadway. Said fire control room shall be a minimum size of thirty-five (35) square feet in size and shall be openable from the exterior via an approved door opening. (Fire)

65. Where a fire control room is required for the building, a Knox Company Model # 4400 key box shall be located adjacent to the door opening into the room to provide access to fire protection system equipment. Said box shall be mounted at 6-feet above finished grade adjacent to the door opening. Contact the Fire Prevention Division for an approved Knox Company order form. A $25 fee associated with the inspection of the key box prior to acceptance by the Fire Department shall be paid by the applicant at the time of receiving the Knox Company Order Form. (Fire)

66. Automatic fire protection systems shall be controlled via an approved exterior post indicator valve at locations approved by the Fire Department. Sectional control valves required for the fire service water main serving the complex shall be of a post indicator valve type and shall be installed at locations approved by the Fire Department. (Fire)

67. All Electric Department facilities, including streetlights where applicable, shall be designed and built to the "City of Roseville Specifications for Commercial Construction." (Electric)

68. The City of Roseville Electric Department has electrical construction charges which are to be paid by the developer and which are explained in the City of Roseville "Specification for Commercial Construction." These charges will be determined upon completion of the final electrical design. (Electric)

69. Any relocation, rearrangement, or change of existing electric facilities due to this development shall be at the developer's expense. (Electric)

70. Any facilities proposed for placement within public/electric utility easements shall be subject to review and approval by the Electric Department before any work commences in these areas. This includes, but is not limited to, landscaping, lighting, paving, signs, trees, walls, and structures of any type. (Electric)

71. All landscaping in areas containing electrical service equipment shall conform with the Electric Department's Landscape Requirements and Work Clearances as outlined in Section 10.00 of the Departments "Specification for Commercial Construction." (Electric)

72. All electric metering shall be directly outside accessible. This can be accomplished in any of the following ways:

a) Locate the metered service panel on the outside of the building.
b) Locate the metered service panel in a service room with a door that opens directly to the outside. The developer will be required to provide a key to the door for placement in a lock box to be installed on the outside of the door. Any doors leading from the service room to other areas of the building shall be secured to prohibit unauthorized entry.
c) In cases where the metered service panel is not directly outside accessible, as outlined above, remote metering will be required. Contact the electric metering supervisor at (916)774-5637 for remote metering requirements. (Electric)

73. It is the responsibility of the developer to insure that all existing electric facilities remain free and clear of any obstruction during construction and when the project is complete. (Electric)

74. The Development Agreement Amendment (DAA 99-05) addressing the Park and Ride obligation for NWRSP Parcel 15 shall be approved and become effective prior to the issuance of an occupancy permit on the first phase of the project. (Planning)

75. The property owner shall enter into a deferred improvement agreement ($10,000) for the future construction of a transit shelter at a park and ride location determined by the City (Mahany Park). (Transportation)

OTHER CONDITIONS OF APPROVAL:

76. The applicant shall pay City's actual cost for providing plan check, installation, and inspection services. This may be a combination of staff costs and direct billing for contract professional services. (Engineering, Environmental Utilities)

77. All existing public utility, electric, water, sewer easements shall be maintained unless otherwise authorized by these conditions of approval. (Electric, Engineering, Environmental Utilities)

78. All future phases that are not under construction prior to occupancy of the first phase shall be hydroseeded. Fencing shall be provided around all future phases during the construction process and shall be situated to the satisfaction of the Planning Department.

79. All parking lot striping and signing shall be maintained in a visual and legible manner. (Planning)

80. Following the installation of the landscaping, all landscape material shall be maintained in a healthy and weed free condition; dead plant material shall be replaced immediately. All trees shall be maintained and pruned in accordance with the accepted practices of the International Society of Arboriculture (ISA). (Planning)

81. In accordance with the City's Noise Ordinance, the hours of project construction shall be noted on the project plans and shall be limited to the following:

7:00 a.m. to 7:00 p.m. (Monday through Friday)
8:00 a.m. to 8:00 p.m. (Sat., Sun., & Holidays)
(Planning)

82. The City reserves the right to restrict vehicle turning movements within the public right-of-way in the future if deemed necessary by the City Engineer. (Engineering)

83. The required width of fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. Minimum required widths and vertical clearances established by the Fire Code shall be maintained at all times during construction. Closure of accesses for fire apparatus by gates, barricades and other devices shall be prohibited unless approved by the Fire Chief. (Fire)

84. Temporary aboveground storage tanks may be used at construction sites for diesel fuel only and shall not exceed 1,000 gallon capacity. Tanks shall comply with all provisions found within the Fire Code. A Fire Department Permit shall be obtained prior to tank installation. The permit shall expire after 90 days from the date of issuance, unless extended by the Fire Chief. (Fire)

85. If site survey or earth moving work results in the discovery of hazardous materials in containers or what appears to be hazardous wastes released into the ground, the contractor or person responsible for the building permit must notify the Roseville Fire Department immediately. A representative from the Fire Department will make a determination as to whether the incident is reportable of not and if site remediation is required. (Fire)

86. The location and design of the gas service shall be determined by PG&E. The design of the gas service for this project shall not begin until PG&E has received a full set of City approved improvement plans for the project. (PG&E)

87. **Restaurants or other food services.** The developer shall obtain all required approvals and permits from the Placer County Health Department. (Building)

88. The developer (or designated consultant) shall certify that the building foundation location has been placed according to all approved setback requirements shown on the approved site plan. The developer shall prepare a written statement confirming building placement and provide an original copy to the City Building Department Field Inspector at the time of or prior to the foundation inspection. (Building)

89. Prior to Certificate of Occupancy, the applicant may apply for a Temporary Occupancy (TO) of the building. If a TO is desired, the applicant must submit a written request to the Building Division a minimum of thirty (30) days prior to the expected temporary occupancy date and shall include a schedule for occupancy and a description of the purpose for the Temporary Occupancy. (Building)

CONDITIONS OF APPROVAL FOR THE TENTATIVE PARCEL MAP (PM 98-14):

1. The approval of a Tentative Map and/or tentative site plan does not constitute approval of proposed improvements as to size, design, materials, or location, unless specifically addressed in these conditions of approval. (Engineering)

2. The design and construction of all improvements shall conform to the Improvement Standards and Construction Standards of the City of Roseville, or as modified by these conditions of approval, or as directed by the City Engineer. (Engineering)

3. The developer shall not commence with any on-site improvements until such time as grading and/or improvement plans are approved and grading and/or encroachment permits are issued by the Department of Public Works. (Engineering)

PRIOR TO ISSUANCE OF A GRADING PERMIT AND/OR IMPROVEMENT PLANS

4. Grading around the native oak trees and along the western and southern boundaries of the project shall be as shown on the tentative map or as approved in these conditions. (Planning)

5. The applicant shall submit to the Planning and Engineering Departments the appropriate Army Corps of Engineers permit or clearance, the California Department of Fish and Game Stream Bed Alteration Agreement, and/or the Regional Water Quality Control Board Water Quality Certificate. (Planning)

6. The grading and improvement plans shall be designed in accordance with the City's Improvement Standards and Construction Standards and shall reflect the following:

   a. Street improvements including, but not limited to, curb, gutter, sidewalk, pavement, drainage systems, traffic striping, signing, medians and markings, etc. along all existing and proposed City streets, as required by Engineering.
   b. Grading shall comply with the City Improvement Standards. Erosion control devices (sediment traps, ditches, straw bales, etc.) shall be shown on the grading plans. All erosion control shall be installed prior to October 15 or the onset of wet weather, which ever occurs first. Erosion control is installed to ensure silt free discharge from the project site. It is incumbent upon the applicant to ensure that a silt free discharge is achieved. Therefore modification of the erosion control plan may be warranted during wet weather conditions.
   c. A rough grading permit may be approved by the Engineering Department prior to approval of the improvement plans.
   d. Access to the floodplain as required by Engineering and the Streets Department.
   e. Standard Handicap ramps shall be installed at all curb returns per City Standards. (Engineering)

7. For all work to be performed off-site, permission to enter and construct shall be obtained from the property owner, in the form of a notarized right-of-entry. Said notarized right-of-entry shall be provided to Engineering prior to approval of any plans. (Engineering)

8. The applicant shall apply for and obtain an encroachment permit from the Engineering Department prior to any work conducted within the City right-of-way and/or City easements. (Engineering)

9. The applicant shall remove and reconstruct any existing damaged curb, gutter, and sidewalk along the property frontage. During site inspection Engineering will designate the exact areas to be reconstructed. (Engineering)

10. All drainage facilities shall conform with natural drainage sheds. (Engineering)

11. The following note shall be added to the Grading and/or Improvement Plans:

    a. To minimize dust/grading impacts during construction the applicant shall:
    b. Spray water on all exposed earth surfaces during clearing, grading, earth moving and other site preparation activities throughout the day.
    c. Use tarpaulins or other affective covers on all stockpiled earth material and on all haul trucks.
    d. Sweep the adjacent streets frontages at least once a day or as needed to remove silt and other dirt which is evident from construction activities.
    e. Ensure that construction vehicles are cleaned prior to leaving the construction site to prevent dust and dirt from being tracked off site.
    f. The City shall have the authority to stop all grading operations if, in opinion of city staff, inadequate dust control measures are being practiced or excessive wind conditions contribute to fugitive dust emissions. (Engineering)

12. Frontage improvements as required and bonded for with approved Parcel Map 97-19, and as approved by the City Subdivision Committee on April 1, 1998, shall be completed to the satisfaction of the City prior to the recordation of this map request. In addition to those improvements as previously conditioned, the following shall apply:

    a. The auxiliary lane on Foothills Boulevard shall be extended to the proposed southerly driveway on Foothills Boulevard. The southerly driveway shall be a Standard "Type A-7" driveway with a width of 35 feet. The Throat depth shall be a minimum of 150 feet. The driveway shall be restricted to Right in/out and lefts in. The center median on Foothills shall be extended from where it ends presently to the south in order to restrict any left turn out movements and to provide a standard left turn lane off of Foothills Boulevard.

    b. The western driveway on Pleasant Grove Boulevard shall be restricted to right in/out and lefts in only. A modified raised median shall be constructed with the western driveway along the curb line to prohibit left turn out movements. The raised median shall provide for pedestrian crossing of the driveway, and shall extend into the site 120', and along the frontage of Pleasant Grove Boulevard a minimum of 50 feet. The auxiliary lane shall function as an acceleration lane from the western driveway and a right-turn lane for the eastern driveway. The western driveway shall be a "Type A-7" driveway, 35 feet in width, and shall be constructed with a right turn curb flare. The throat depth shall be 140 feet. A standard left turn lane shall be constructed on Pleasant Grove Boulevard for left turn movements into the western driveway. The eastern driveway shall be limited to right turn movements only and shall provide a minimum throat depth of 50'. (Engineering)

13. All retaining walls on site shall be constructed using masonry materials. (Engineering)

14. A note shall be added to the grading plans that states:

"Prior to the commencement of grading operations, the contractor shall identify the site where the excess earthen material shall be deposited. If the deposit site is within the City of Roseville, the contractor shall produce a report issued by a geotechnical engineering to verify that the exported materials are suitable for the intended fill, and shall show proof of all approved grading plans. Haul routes to be used shall be specified." (Engineering)

15. No fill material shall be placed within the 100 year flood plain. (Engineering)

16. Water and sewer infrastructure shall be designed and constructed pursuant to the adopted City of Roseville Improvement Standards and Construction Standards and shall reflect the following:

a. Sewer and water service laterals shall not be allowed off of water and sewer mains larger than 12 inches in diameter.
b. Utilities or permanent structures shall not be located within the area which would be disturbed by an open trench needed to expose sewer trunk mains deeper than 12' unless approved by Environmental Utilities in these conditions. The area needed to construct the trench is a sloped cone above the sewer main. The cone shall have 1:1 side slopes.)
c. Water and sewer mains shall not exceed a depth of 12' below finished grade, unless authorized in these conditions
d. All sewer manholes shall have all weather 10-ton vehicular access unless authorized by these conditions. (Environmental Utilities)
e. Provide a City water loop through the complex from Foothills Boulevard to Pleasant Grove Boulevard with service locations to each building/parcel. Provide a composite plan that shows the proposed water main route.
f. Route a city sewer main through the complex with individual connections to each proposed building. Provide a composite plan which shows the proposed sewer main route. (Environmental Utilities)

17. Fire apparatus access roads shall be provided to within 150 feet of all structures and combustible storage piles. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches. (Fire)

18. Vertical clearances or widths shall be increased when, in the opinion of the Fire Chief, vertical clearances or widths are not adequate to provide fire apparatus access. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus (66,00 pounds) and shall be provided with a surface so as to provide all-weather driving capabilities. Said access shall be provided prior to any construction or storage of combustible materials on site. (Fire)

19. An approved water supply capable of supplying the required fire flow and fire sprinkler system demand for fire protection shall be provided for the complex. A minimum of four (4) fire hydrants shall be provided for the complex. The average spacing between fire hydrants within the complex shall not exceed 350' on-center along proposed roadways. The location, number and type of fire hydrants connected to the water supply shall be provided as required and approved by the Fire Department. Fire hydrants shall be in service and accessible to the fire department apparatus by roads meeting the requirements of the Fire Code. (Fire)

20. Any facilities proposed for placement within public/electric utility easements shall be subject to review and approval by the Electric Department before any work commences in these areas. This includes, but is not limited to, landscaping, lighting, paving, signs, trees, walls, and structures of any type. (Electric)

21. The design for electrical service for this project will begin when the Electric Department has received a full set of improvement plans for the project. (Electric)

22. All landscaping in areas containing electrical service equipment shall conform with the "Electric Department Landscape Design Requirements" as outlined in Section 10.00 of the Electric Department's "Specifications for Commercial Construction." (Electric)

23. The Electric Department requires the submittal of the following information in order to complete the final electric design for the project:

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a. one (1) set of improvement plans
b. load calculations
c. electrical panel one-line drawings

24. The location and design of the gas service shall be determined by PG&E. The design of gas service for this project shall not begin until PG&E has received a full set of City approved improvement plans for the project. (PG&E)

25. It is the developer's responsibility to notify PG&E of any work required on PG&E facilities. (PG&E)

PRIOR TO OR UPON RECORDATION OF FINAL/PARCEL MAP

26. The following easements shall be provided and shown on the Final/Parcel Map or by separate instrument, unless otherwise provided for in these conditions:

a. Water and sewer easements shall be granted to cover the above mentioned City water and sewer mains by separate document or with the accompanying Parcel Map. Additional easement widths may be required on the existing 30" sewer trunk main and the newly laid main accommodating the gas station corner parcel previously created.
b. A common area P.U.E. shall be required to cover the installation of the high voltage electrical facilities. (Electric)

27. Easement widths shall comply with the City's Improvement Standards and Construction Standards. (Environmental Utilities, Electric, Engineering)

28. All existing easements shall be maintained, unless otherwise provided for in these conditions. (Environmental Utilities, Engineering)

29. Separate document easements required by the City shall be prepared in accordance with the City's "Policy for Dedication of Easements to the City of Roseville". All legal descriptions shall be prepared by a licensed Land Surveyor (Environmental Utilities, Electric, Engineering)

30. A declaration of Conditions, Covenants and Restrictions (CC&Rs), in a form approved by the City Attorney, shall be recorded on the entire property concurrently with the Final/Parcel Map. The CC&Rs shall include the following item(s):

a. A clause stating that the property owners within this subdivision shall agree to participate in a Transportation Systems Management (TSM) Plan and shall agree to enter into a Transportation Management Agreement with the City of Roseville. (Transportation)
b. The property owner(s) shall agree to provide maintenance of the common private fire service water main serving all parcels in conformance with the standards of the Roseville Fire Department. (Fire)

31. The City shall not approve the Final Map for recordation until either:

    a. A subdivision agreement is entered into along with the necessary bonds and insurance as required by the City. Said agreement shall be in a form acceptable to the City Attorney.
    or
    b. The improvement plans are approved, and the improvements are constructed and accepted as complete. In this case, the subdivider shall enter into a one-year maintenance agreement concurrent with the recordation of the Final Map. (Engineering)

32. Parcels 6 and 10 shall be established as lettered lots. The current owner shall establish an office owners association and CC&R's for Woodcreek Plaza. Both lettered lots shall be owned and maintained by the office owner's association and shall be covered by the CC&R's. (Engineering)

33. All parcels/lots shall have rights of reciprocal access (and parking, if needed). A separate agreement to this effect shall be submitted to the City as a part of final/parcel map submittal. Said agreement shall be in a form acceptable to the City Attorney. (Engineering)

34. City records show that the land being subdivided is within the Foothills Blvd. Extension Assessment District. The subdivider shall either pay to the City's Finance Department the outstanding assessment in full prior to map recordation, or segregate the bond when the map records. The subdivider shall pay to Engineering the segregation processing fees of $150.00 per each newly created Lot/Parcel if it chooses to segregate the bond. (Engineering)

35. The Final/Parcel Map shall include an irrevocable offer to dedicate public rights-of-way and public and/or private easements as required by the City. (Engineering)

36. The words "traffic control appurtenances" shall be included in the list of utilities allowed in public utilities easements (PUE's) located along public roadways. (Engineering)

37. The Final/Parcel Map shall be submitted per, "The Digital Submittal of Cadastral Surveys." A plot or print of the submittal shall accompany the electronic copy. The complete submittal shall occur after the Engineering Department approval but prior to City Council approval of the Final/Parcel Map. (Engineering)

38. The cost of any facilities which are identified in the CIP and are beyond those needed for this project may be reimbursed to the developer. In accordance with §66485 and §66486 of the Subdivision Map Act, any improvements constructed by the subdivider which contain supplemental size, capacity, number, or length for the benefit of property not within the subdivision and which improvements are to be dedicated to the public, the subdivider shall be entitled to reimbursement for that portion of the cost of the improvements which is in excess of the construction required for the subdivision. (Engineering)

39. Electric construction costs incurred by the City of Roseville Electric Department for this project shall be paid for by the developer per the applicable policy. (Electric)

40. All Electric Department facilities, including streetlights where applicable, shall be designed and built to the "City of Roseville Specifications for Commercial Construction." (Electric)

41. The City of Roseville Electric Department has electrical construction charges which are to be paid by the developer and which are explained in the City of Roseville "Specification for Commercial Construction." These charges will be determined upon completion of the final electrical design. (Electric)

42. The applicant shall pay all applicable water and sewer fees. (Environmental Utilities)

43. The applicant shall pay City's actual costs for providing plan check, installation and inspection services. This may be a combination of staff costs and direct billing for contract professional services. (Environmental Utilities, Engineering)

44. Any relocation, rearrangement, or change to existing electric facilities due to this development shall be at the developer's expense. (Electric)

45. It is the responsibility of the developer to insure that all existing electric facilities remain free and clear of any obstructions during construction and when the project is complete. (Electric)

46. Existing public facilities damaged during the course of construction shall be repaired by the applicant, at the applicant's expense, to the satisfaction of the City. (Engineering)

47. The applicant shall dedicate all necessary rights-of-way for the widening of any streets required with this entitlement. (Engineering)

48. In accordance with the City's Noise Ordinance, the hours of project construction shall be noted on the project plans and shall be limited to the following:

7:00 a.m. to 7:00 p.m. (Monday through Friday)
8:00 a.m. to 8:00 p.m. (Sat., Sun., & Holidays)
(Engineering)

49. If site survey or earth moving work results in the discovery of hazardous materials in containers or what appears to be hazardous wastes released into the ground, the contractor shall notify the Roseville Fire Department immediately. A representative from the Fire Department will make a determination as to whether the incident is reportable or not and if site remediation is required. Non emergency releases or notifications about the presence of containers found shall be reported to the Fire Department. (Fire)

50. The Tentative Parcel Map (File PM 98-14) shall not be deemed approved until the actions on the Development Agreement Amendment are approved and become effective. (Planning)

CONDITIONS OF APPROVAL FOR THE TREE PERMIT (TP 98-40):

1. All recommendations contained in the Arborist Report (Exhibit A) shall be incorporated as part of these conditions except as modified herein. (Planning)

2. The following trees are approved for removal: 6, 23-33. (Planning)

PRIOR TO APPROVAL OF IMPROVEMENT AND GRADING PLANS:

3. The developer shall mitigate for the removal of the protected trees identified above through the development of a tree mitigation plan and as modified below:

   a) Mitigation shall be provided on an inch-for-inch basis and shall include a minimum of 50% native oak trees and a maximum of 50% non-native trees.
   b) On-site mitigation shall be provided as illustrated with the landscape plan. Any remaining difference between on-site plantings and the total mitigation requirement shall be mitigated thru payment into the City's Tree Fund.

(Planning)

4. The trees listed in Condition 2 above are approved for removal; all other native oak trees shall remain in place. The trees to be removed shall be clearly marked in the field and inspected by the Planning Department prior to removal. Removal of the trees shall be performed by or under the supervision of a certified arborist. (Planning)

5. Encroachment within the protected zone radii of all native oak trees is not permitted except as illustrated with the approved plans. The Planning Department will require the Planning Commission's review and approval of any encroachments not authorized by this tree permit. (Planning)

6. A $10,000 cash deposit or bond shall be posted to insure the preservation of the trees during construction. The cash deposit or bond shall be posted in a form approved by the City Attorney. Each occurrence of a violation on any condition regarding tree preservation shall result in forfeiture of all or a portion of the cash deposit or bond. (Planning)

7. The applicant shall arrange with the arborist to perform and certify in writing the completion of pruning, fertilization, and all other work recommended for completion prior to the approval of improvement plans by the arborist. Pruning shall be done by an Arborist or under the direct supervision of a Certified Arborist, in conformance with International Society of Arboriculturalists (I.S.A.) standards. Any watering and deep root fertilization which the arborist deems necessary to protect the health of the trees as noted in the arborist report or as otherwise required by the arborist shall be completed by the applicant. (Planning)

8. Grading and improvement plans shall include the following information:

   a) All trees to be removed and all trees for which encroachment is proposed shall be shown. Any proposed encroachments that are not identified in the conditions below shall be specifically identified on the improvement plans.
   b) The conditions of approval for the Tree Permit shall be placed on all grading and improvement plans.
   c) The limits of work, including grading, and the location of fencing to be placed around trees not approved for removal shown on the grading and improvement plans.
   d) The grading plan shall be designed to prevent water from draining and ponding in an area that is twice the radius of the protected zone.
   e) All utility trenches for storm drains, sewers, water mains, and other underground utilities shall be depicted. The trenching pathway plan shall show the proposed locations of all lateral lines.
   f) All fencing and signage required by these conditions shall be identified.
   g) The area under all remaining native oak trees shall be maintain in its natural setting or have an applied layer of bark chips (2"-4" deep).

   (Planning, Engineering)

9. The applicant shall install a minimum of a five-foot high chain link fence or acceptable alternative around the protected zone(s) of all native oak tree(s) except in areas where encroachment into the protected zone is approved by the tentative map and these conditions. The fencing for encroachments shall be installed at the limit of construction activity as shown on the Site Plan. Signs shall be installed on the temporary fencing in at least two (2) equidistant locations around the tree(s). The signs shall be clearly visible from where construction activity will occur. The size of each sign shall be a minimum of two feet (2') by two feet (2') and must contain the following language:

"'WARNING"
THIS FENCE SHALL NOT BE REMOVED OR
RELOCATED WITHOUT WRITTEN
AUTHORIZATION FROM THE PLANNING DEPARTMENT'
(Planning)

10. Once the fencing is installed, the applicant shall schedule an appointment with the Planning Department to inspect and approve the temporary fencing and signs. (Planning)

11. A Site Planning Meeting shall be held with the applicant, the applicant's primary contractor, the applicant's arborist, the Planning Department, Environmental Utilities Department and Engineering Department to review this permit, the grading or improvement plans, and the tree fencing. The Developer shall call the Planning Department two weeks prior to the requested meeting date to schedule the meeting and fencing inspection. (Planning)

DURING CONSTRUCTION:

12. The following information must be located on-site at each work area during construction activities:

    a) Arborist Report
    b) Approved site plan including fencing plan
    c) Conditions of approval for the Tree Permit (Planning)

13. All preservation devices (aeration systems, oak tree wells, drains, special paving etc.) shall be installed as required by these conditions or the arborist's recommendations, and shall be shown on the improvement plans or grading plans. (Planning)

14. A copy of the tree permit conditions, the tree permit inspection card and the most recently approved set of improvement plans shall remain on-site at all times while construction activity is being conducted. All construction must follow the approved plans for this tree permit without exception. (Engineering, Planning)

15. No storage of materials or vehicular parking is permitted within the protected zone of the any tree. (Engineering, Planning)

16. All trenching, excavating and other work within the protected zone of oak trees that are to be saved shall be conducted with hand equipment under the supervision of an arborist and shall comply with the following:

    a) Native Ground Surface Fabric which is removed from within the Protected Zone shall be replaced within 48 hours, to the satisfaction of the Planning Department.
    b) Minor roots less than one inch in diameter may be cut without approval of an arborist, but damaged roots shall be traced back and cleanly cut behind any split, cracked or damaged area.
    c) Major roots over one inch in diameter may not be cut without approval of an arborist. Depending upon the type of improvement being proposed, bridging techniques or a new site design may need to be employed to protect the root and the tree.
    d) The developer shall provide for the immediate protection of exposed roots from moisture loss where determined necessary by the Arborist. The arborist shall immediately treat any severed or damaged roots.

e) Without exception, all digging shall be done using hand tools, no machine trenching shall be allowed in the Protected Zone of an oak tree. (Planning)

17. The temporary fencing shall remain in place throughout the entire construction period and may not be removed without obtaining written authorization from the Planning Department. In no event shall the fencing be removed before the written authorization is received from the Planning Department. (Planning)

PRIOR TO ACCEPTANCE OF WORK AND/OR APPROVAL OF NOTICE OF COMPLETION:

18. Within 5 working days of the completion of the construction for each work area, a Certification Letter from a certified arborist shall be submitted to and approved by the Planning Department. The certification letter shall attest to all of the work (regulated activity) which was conducted in the protected zones of the trees, either being in conformance with this permit or of the required mitigation still needing to be performed, with emphasis on the trees that encountered severe impacts. (Planning)

19. The applicant shall arrange with the arborist to perform and certify in writing the completion of pruning, fertilization, and all other work recommended by the arborist. Pruning shall be done by an Arborist or under the direct supervision of a Certified Arborist, in conformance with International Society of Arboriculturalists (I.S.A.) standards. Any watering and deep root fertilization which the arborist deems necessary to protect the health of the trees as noted in the arborist report or as otherwise required by the arborist shall be completed by the applicant. (Planning)

20. The approval of this Tree Permit shall expire on the same date as the Design Review Permit for Woodcreek Plaza (DRP 98-64). (Planning)

CONDITIONS OF APPROVAL FOR THE PLANNED SIGN PERMIT PROGRAM (PSPP 98-14):

1. Sign permits shall be issued by the Roseville Planning Department prior to the construction and/or placement of all signs as required by the Roseville Sign Ordinance. (Planning)

2. No one tenant on a freestanding sign shall be permitted to occupy more than 25% of the sign area. (Planning)

3. No more than one wall sign shall be permitted one each face of the tower building elements. (Planning)

NOTICE TO PROJECT APPLICANT

Color exhibits and supplies maps may be picked up from the Planning Department at the end of the appeal period following the Commission hearing. With exception of color renderings and material boards, all materials will be disposed of at the end of the appeal period. Color renderings and material boards will be disposed of after the project is built and the project receives a certificate of occupancy.

E:\7NTA.DRC\1999\DRP98-64

SIGN PROGRAM

EXHIBIT "__"

For
Woodcreek Plaza Shopping Center
Roseville, California

Owner:

Sierra Holdings LLC
3600 American River Drive, Suite 105
Sacramento, California 95864
(916) 974-3355
Fax: (916) 974-3390

Prepared By:

Jerold L. Dougal, Architect
1355 Pilgrims Drive
Roseville, California 95747
(916) 783-8540
Fax: (916) 784-3647

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I. General Specifications

1. All wall signs (Except as indicated) will be of individual pan channel letter (PCL) construction. Each letter, numeral or logo unit will be attached individually, both structural and electrically (See Fig. 3).

2. Each letter, numeral or logo unit will be faced with Plexiglas or similar material. Color of tenant's choice subject to landlord's review. Returns shall be dark bronze 5" deep with 3/4" dark bronze trim cap.

3. All tenant wall signs must be internally illuminated.

4. Letter style shall be selected by tenants; reviewed and approved by landlord.

5. Copy and wording for all signage shall be limited to store names, products and services provided by the respective stores.

6. To assure architectural integrity to the building facade, sign colors, materials and miscellaneous details will be subject to the landlord's written approval. Complete shop drawings indicating dimensions, positions on fascia, materials and colors must be submitted to the landlord for written approval prior to application to the city for all required permits.

7. Flashing, moving or audible signs shall not be permitted.

8. Portable & A-frame signs shall not be permitted.

9. No exposed neon lighting shall be used on exterior signs, symbols or decorative elements.

10. No exposed conduit, tubing or raceways shall be permitted.

11. No decorative window painting shall be permitted.

12. "Grand Opening" or sales promotion banners shall be in accordance with the city of Roseville sign ordinance, 17.06.

13. All conductors, transformers and other equipment shall be concealed.

14. Sign contractor shall repair any damage caused by his work and tenant shall be fully responsible for the operation of his sign contractor.

15. If the fascia sign is ever removed for replacement or because of termination of lease, tenant shall leave the fascia panel in good condition, normal wear and tear excepted. Without limitation, tenant shall specifically be required to fill in a workman-like manner, any holes left in the fascia panel and repaint to match surrounding fascia.

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16. In all cases where City of Roseville Planning and/or Building Department review of signs is required, said review must be secured prior to installation. Any signage not permitted per this program shall be removed at tenant's expense.

II. Main Center Identification Monument Signs

Two main center identification signs consisting of center name and Select tenant identification. Maximum overall height is 12 feet maximum, overall square footage is 100 per side (See fig 4 & 5).

III. Shop Tenants

A. Primary signs - fascia mounted (See fig. 1).

1. Placement as follows:

   a. Vertically at Horizontal Stucco Sign Fascia Area: signs shall be placed equally from top and bottom of the fascia.

   b. Vertically at Sign Areas on Tower: signs shall be placed so as to be equidistant between the top of the arched opening and the edge of the wood grill trim.

   c. Horizontally: Signs shall be placed so as to center, as near as possible, on the relating shop tenant space.

2. Maximum letter height: 24" (PCL). Stacked copy sign height: 30" (PCL). Tower stacked copy sign height: 50" max. (PCL).

3. Logo units may be permitted on a case by case basis within limitations of remaining criteria; maximum logo height: 30", maximum logo area: 10 sq. ft. and shall apply against allowable sign area.

4. Quantity - Each tenant shall be permitted a total of one wall sign, except for corner tenants which shall be permitted two signs. Corner tenants have the option of placing one or both of their tenant signs on the tower element instead of on their tenant fascia. All signs placed on the corner towers shall count against a tenant's total number of permitted signs.

5. Maximum sign length 70% of length of leased frontage; minimum 18" setback from each lease line to be maintained.

6. Permitted sign area shall be 20% of the front facade, up to a maximum of 200 square feet.

7. Color format, letter style and logo design per tenant's criteria.

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B. Secondary signage.

1. Window signage limited to: pressure sensitive vinyl graphics, hand lettering and exposed neon on a case by case basis (to be reviewed by landlord). Exposed neon window signs to be located within the tenants leased sales area (i.e. behind shop windows).

2. Rear service doors may be identified with vinyl business name and address numbers only. Height: 3", color: black, typeface: Helvetica medium.

IV. Drive-thru Pad Tenant

A. Wall signs - fascia mounted.

1. Placement as follows:

   a. Vertically at Horizontal Stucco Sign Fascia Area: signs shall be placed equally from top and bottom of the fascia.

   b. Vertically at Sign Areas on Tower: signs shall be placed so as to be equidistant between the top of the arched opening and the edge of the wood grill trim.

   c. Horizontally: Signs shall be placed so as to center, as near as possible, on the stucco sign fascia, which shall be defined as the vertical plaster surface under the sloped roof and above the windows.

2. Maximum letter height: 24" (PCL). Stacked copy sign height: 30" (PCL). Tower stacked copy sign height: 50" max. (PCL).

3. Logo units may be permitted on a case by case basis within limitations of remaining criteria; maximum logo height: 30", maximum logo area: 10 sq. ft. and shall apply against allowable sign area

4. Maximum quantity 3 sets

5. Maximum sign length 70% of length of sign area.

6. Permitted sign area shall be 20% of the front facade, up to a maximum of 200 square feet.

7. Color format, letter style and logo design per tenant's criteria.

B. Secondary signage.

1. Window signage limited to: pressure sensitive vinyl graphics, hand lettering and exposed neon on a case by case basis (to be reviewed by landlord). Exposed neon

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window signs to be located within the tenants leased sales area (i.e. behind shop windows).

2. All other miscellaneous signs shall be in accordance with the city of Roseville Sign Ordinance, 17.06.

4. Rear service doors may be identified with vinyl business name and address numbers only. Height: 3", color: black, typeface: Helvetica medium.

V. Office and Pad Tenants

A. Primary signs - fascia mounted (See fig. 2).

1. Placement as follows:

   a. Vertically at Horizontal Stucco Sign Fascia Area: signs shall be placed equally from top and bottom of the fascia.

   b. Horizontally: Signs shall be placed so as to center, as near as possible, on the relating shop tenant space and be a minimum of 36" away from adjacent shop tenant signs.

2. Maximum letter height: 24" (PCL). Stacked copy sign height: 30" (PCL).

3. Logo units may be permitted on a case by case basis within limitations of remaining criteria; maximum logo height: 30", maximum logo area: 10 sq. ft. Area of logo shall be included in total allowable sign area.

4. Quantity - Each tenant shall be permitted a total of one wall sign, except for corner tenants which shall be permitted two signs. Sign locations shall comply with the sign ordinance.

5. Maximum sign length 70% of length of leased frontage; minimum 18" setback from each lease line to be maintained.

6. Permitted sign area shall be 20% of the front facade, up to a maximum of 200 square feet.

7. Color format, letter style and logo design per tenant's criteria.

B. Secondary signage.

1. Window signage limited to: pressure sensitive vinyl graphics, hand lettering and exposed neon on a case by case basis (to be reviewed by landlord). Exposed neon window signs to be located within the tenants leased sales area (i.e. behind shop windows).

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2. Rear service doors may be identified with vinyl business name and address numbers only. Height: 3", color: black, typeface: Helvetica medium.

VI. Daycare Tenant

A. Primary signs - fascia mounted (See fig. 2).

1. Placement as follows:

   a. Center vertically and horizonatially at wood fascia Sign Fascia Area.

2. Quantity: 1.

3. Maximum letter height: 24" (PCL).

4. Permitted sign area shall be 20% of the front facade, up to a maximum of 200 square feet.

5. Logo units may be permitted on a case by case basis within limitations of remaining criteria; maximum logo height: 30", maximum logo area: 10 sq. ft. Area of logo shall be included in total allowable sign area.

6. Color format, letter style and logo design per tenant's criteria.

B. Secondary signage.

1. All other miscellaneous signs shall be in accordance with the city of Roseville Sign Ordinance, 17.06.

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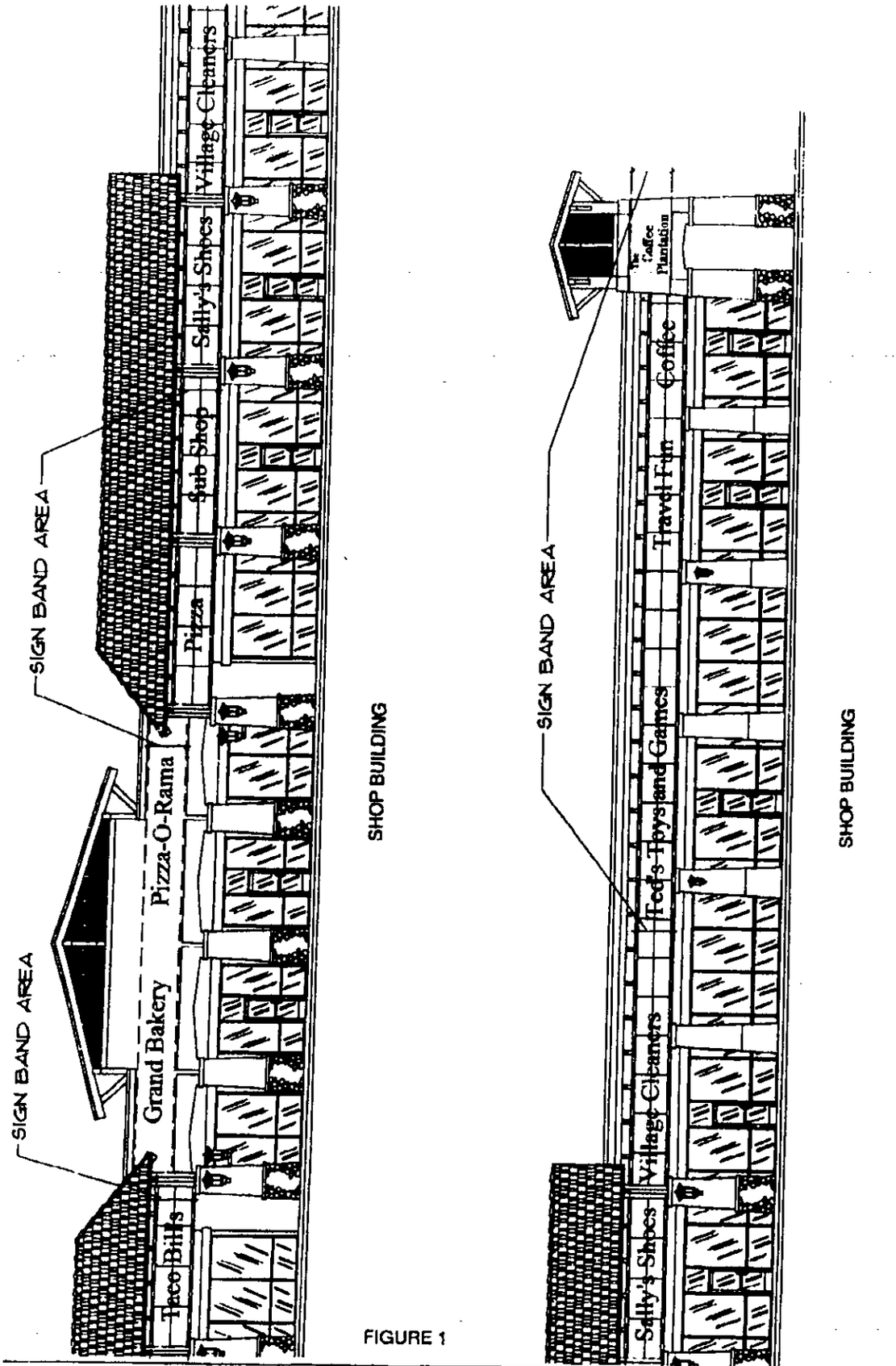
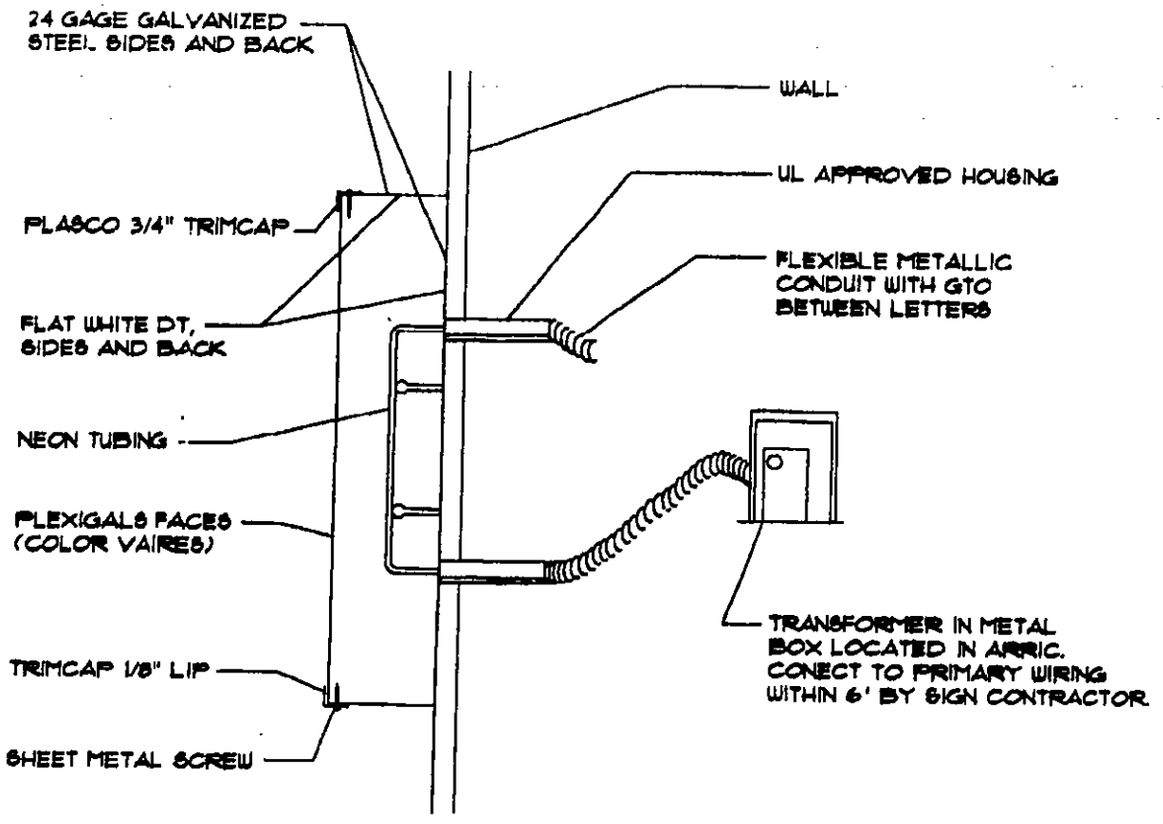

SIGN BAND AREA
Taco Bill's
Grand Bakery
Pizza-O-Rama
Pizza
Sub Shop
Sally's Shoes
Village Cleaners
SHOP BUILDING
SIGN BAND AREA
Sally's Shoes
Village Cleaners
Ted's Toyland Games
Travel Fun
Coffee
The Coffee Plantation
SHOP BUILDING

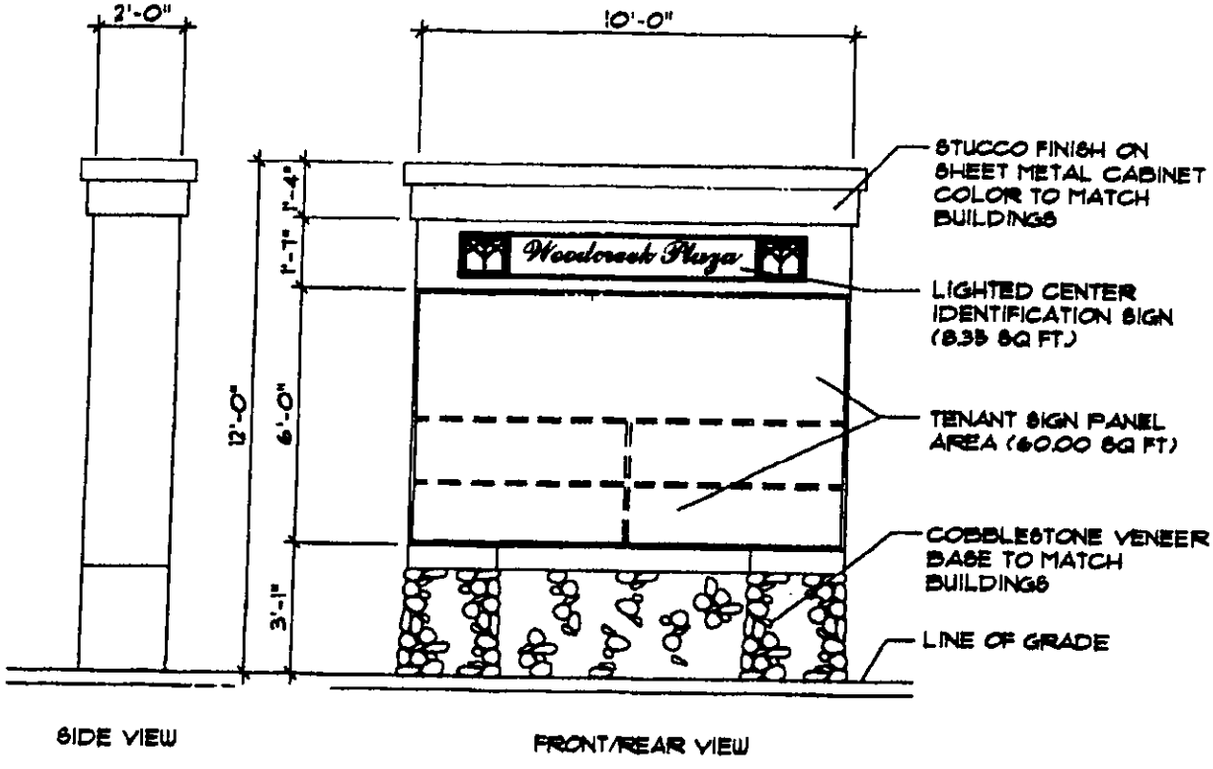
FIGURE 1



PAN CHANNLE LETTER CONSTRUCTION (U.L. BUILT AND LABLED)

FIGURE 3

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MONUMENT SIGN

FIGURE 4

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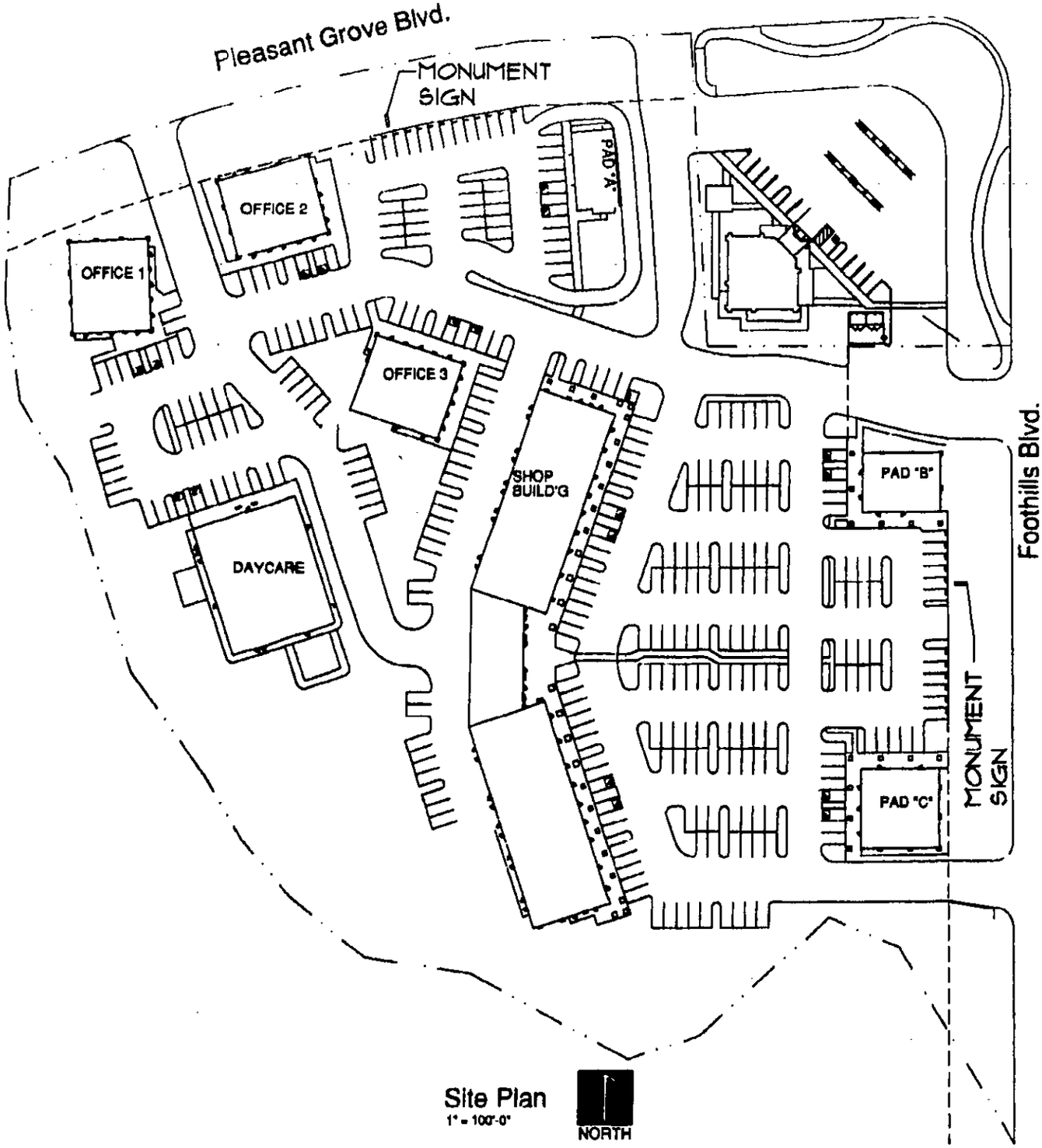


FIGURE 5

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Exhibit "B-1"

PLANNING
CITY OF ROSEVILLE
TRADITION ■ PRIDE ■ PROGRESS
316 VERNON STREET, 104 ■ ROSEVILLE, CA 95678 ■ PHONE (916) 774-5276

DATE: March 20, 1998

Steve Collom
Lex Coffroth & Assoc.
3633 Seaport Blvd.
West Sacramento, CA 95619

David Econome
Sierra Woodcreek, LLC
3600 American River Dr. #105
Sacramento, CA 95864

Marc Strauch
Strauch Arco
7500 Auburn Blvd.
Citrus Heights, CA 95610

FROM: Planning Department

FILE# DRP 97-71

On **March 19, 1998** the *Design Committee* **APPROVED** the request for a Design Review Permit at **1261 Pleasant Grove Boulevard**.

EXPIRATION DATE

You have two (2) years from the date of the Design Committee approval in which to obtain a building permit, or else the **Design Review Permit** approval becomes null and void.

The expiration date of this request is **March 19, 2000**.

EXTENSION OF PERMIT

You may request that a permit be extended for a period up to a maximum of one (1) year. An application for an extension shall be submitted to the Planning Department prior to the expiration date indicated above. No notice will be sent to you prior to the date of permit expiration.

YOU WILL BE RESPONSIBLE FOR REQUESTING ANY EXTENSION.

FEE NOTIFICATION

Per Government Code Section 66000, et seq, this notice shall serve as notification that the 90 day appeal period has begun in which the applicant may protest the imposition of fees, dedications, reservations, or other exactions imposed under the provisions of Government Code Section 66020 to the City Council. The appeal shall be filed in writing or on a form provided by the City stating the reasons for the appeal as provided for in Government Code Section 66020. **The appeal shall be filed with the City Clerk**.

APPEAL PROCEDURE

The decision of the Design Committee is final unless appealed. This decision must be appealed to the ***City Council*** by filing a written appeal and paying the required fee **within *twenty (20)* calendar days of March 19, 1998. The appeal shall be filed with the *City Clerk*.**

You may be precluded from filing a lawsuit to challenge this decision unless you use this opportunity for administrative appeal and raise any issues you believe to be wrongly decided.

Persons wishing to commence a court case challenging this decision must do so within ninety (90) days of the final decision (after all administrative appeals are exhausted) pursuant to Code of Civil Procedures Section l094.6. (See Roseville City Council Resolution No. 82-8l)

THE FINDINGS OF FACT FOR THIS PROJECT ARE:

1. The project as approved, preserves and accentuates the natural features of the property, such as open space, topography, trees, wetlands and water courses, provides adequate drainage for the project, and allows beneficial use to be made of the site for development.

2. The project site design as approved, provides open spaces, access, vehicle parking, vehicle, pedestrian and bicycle circulation, pedestrian walks and links to alternative modes of transportation, loading areas, landscaping and irrigation and lighting which results in a safe, efficient and harmonious development and which is consistent with the applicable goals, policies and objectives set forth in the General Plan, the Community Design Guidelines and applicable Specific Plan.

3. The building design, including the material, colors, height, bulk, size and relief, and the arrangement of the structures on the site, as approved is harmonious with other development and buildings in the vicinity and which is consistent with the applicable goals, policies and objectives set forth in the General Plan, the Community Design Guidelines and applicable Specific Plan.

4. The design of the public services, as approved, including, but not limited to trash enclosures and service equipment are located so as not to detract from the appearance of the site, and are screened appropriately and effectively using construction materials, colors and landscaping that are harmonious with the site and the building designs.

THE APPROVED CONDITIONS FOR THIS PROJECT ARE:

1. This design review permit approval shall be effectuated within a period of two (2) years from this date and if not effectuated shall expire on **March 19, 2000**. Prior to said expiration date, the applicant may apply for an extension of time, provided, however, this approval shall be extended for no more than a total of one year from **March 19, 2000**.

2. The project is approved as shown in Exhibits A - F and as conditioned or modified below. (Planning)

3. The design and construction of all improvements shall conform to the Improvement Standards and Construction Standards of the City of Roseville, or as modified by these conditions of approval, or as directed by the City Engineer. (Engineering)

4. The applicant shall not commence with any on-site improvements until such time as grading and improvement plans are approved and grading and/or encroachment permits are issued by the Department of Public Works (Engineering)

5. The approval of this project does not constitute approval of proposed improvements as to size, design, materials, or location, unless specifically addressed in these conditions of approval. (Engineering)

PRIOR TO BUILDING PERMITS

6. Parking stalls shall meet, or exceed, the following minimum standards:

   a) All parking stalls shall be double-striped. Parking stalls adjacent to sidewalks, landscaped areas or light fixtures, and all handicapped stalls shall abut a 6" raised curb or concrete bumper. (Planning)

   b) Standard -- 9 feet x 18 feet; Compact--8 feet x 16 feet; Handicapped Accessible--14 feet x 18 feet (a 9 foot wide parking area plus a 5 foot wide loading area) and a minimum of one (1) parking space shall be handicapped van accessible--17 feet x 18 feet (9 foot wide parking area plus an 8 foot wide loading area). (Planning)

   c) Handicapped parking stalls shall be located as close as possible to the primary entrance to the building. The total number of accessible parking spaces shall be established by Table 11B-7 of the UBC. (Building)

   d) Handicapped spaces and crosswalks shall be signed, marked and maintained as required by Title 24 amendments of the Uniform Building Code. (Building)

   e) Handicapped accessible parking and exterior route of travel shall comply with the 1994 UBC, Sections 1129B and 1127B. (Building)

   f) Signs and/or striping shall be provided on-site as required by the Planning Department to control on-site traffic movements. (Planning)

7. The plans submitted to the Building Department for permits shall indicate all approved revisions/alterations as approved by the Commission including all conditions of approval. (Planning)

8. The Landscape Plan is approved as shown in Exhibit D and as modified below:
   a) The applicant shall enlarge the width of the two landscape planters within the parking lot area to at minimum six feet in width as measured from the inside of curb. (Planning)
   b) The applicant shall relocate the pedestrian walkway three feet to the north and provide a continuous three foot wide, at minimum, landscape planter adjacent to the proposed trash enclosure. (Planning)
   c) The applicant shall plant a climbing vine within the three foot wide planter to visually screen the masonry wall of the enclosure, to the satisfaction of the Planning Department. (Planning)

9. The Elevations are approved as shown in Exhibit E and as modified below:
   a) The applicant shall denote the materials and colors of all architectural elements on all building elevations. (Planning)
   b) The doors denoted on the south and west building elevations shall be constructed of steel. (Planning)
   c) The applicant shall provide a cultured stone wainscot, three feet in height, at the base of the canopy columns. (Planning)

10. The Landscape plan shall comply with the Northwest Roseville Specific Plan and the City of Roseville Water Efficient Landscape Requirements Resolution No. 93-55. (Planning)

11. The tree plantings in the parking lot shall be designed to provide a minimum of 50% shade coverage after 15 years. (Planning)

12. At a minimum, landscaped areas not covered with live material shall be covered with a rock, (2") bark (no shredded bark) or (2") mulch covering. (Planning)

13. Any roof-mounted equipment and satellite dishes proposed shall be shown on the building plans. The equipment shall be fully screened from public streets and the surrounding properties. Access to the roof mounted equipment shall be accomplished from within the building. The use of an exterior wall mounted ladder to access the equipment shall not be allowed. (Planning)

14. Building permit plans shall comply with all applicable code requirements (Uniform Building Code - UBC, Uniform Mechanical Code - UMC, Uniform Plumbing Code - UPC, Uniform Fire Codes - UFC and National Electrical Code - NEC), California Title 24 and the American with Disabilities Act - ADA requirements, the Roseville Building Security Ordinance, and all State and Federally mandated requirements in effect at the time of submittal for building permits (contact the Building Department for applicable Code editions). (Building)

15. ***Restaurants or other food services.*** The developer shall obtain all required approvals and permits from the Placer County Health Department. (Building)

16. The grading and improvement plans shall be designed in accordance with the City's Improvement Standards and Construction Standards and shall reflect the following:

   a) Street improvements including, but not limited to, curb, gutter, sidewalk, pavement, drainage systems, traffic striping, signing, medians and markings, etc. along all existing and proposed City streets, as required by Engineering.

   b) Grading shall comply with the City grading ordinance. Erosion control devices (sediment traps, ditches, straw bales, etc.) shall be shown on the grading plans. All erosion control shall be installed prior to the onset of wet weather. Erosion control is installed to ensure silt free discharge from the project site. It is incumbent upon the applicant to ensure that a silt free discharge is achieved. Therefore modification of the erosion control plan may be warranted during wet weather conditions.

   c) A rough grading permit may be approved by Engineering prior to approval of the improvement plans. (Engineering)

   d) Access to the floodplain as required by Engineering and the Streets Department. (Engineering)

e) Standard Handicap ramps shall be installed at all curb returns per City Standards. (Engineering)

17. The applicant shall apply for and obtain an encroachment permit from the Engineering Department prior to any work conducted within the City right-of-way. (Engineering)

18. Driveways onto the public right of way shall be standard "Type A-7" driveways. The width of the two driveways adjacent to the gas station 1 shall not exceed 45 feet and shall have a minimum throat depth of 50 feet. (Engineering)

19. Driveway turn movements shall be restricted as follows : Driveways adjacent to project site shall be restricted to right in right out only. (Engineering)

20. Foothills Blvd. shall be improved along the entire frontage of the property with curb, gutter, and additional pavement to accommodate a standard six lane arterial road to include dual left turn lanes onto Pleasant Grove Blvd. A 60 foot taper shall be constructed south of the driveway a terminate with the alignment of the existing edge of pavement. Any relocation of drain inlets shall be made part of the construction. All necessary raised medians shall be installed to restrict turn movements as conditioned. An 8 foot wide off-street, meandering bike and pedestrian path shall be installed within the landscape easement. (Engineering)

21. The existing sidewalk adjacent to Pleasant Grove Blvd. shall be removed and replaced with an 8 foot wide, meandering bike path and pedestrian walk within the landscape easement. (Engineering)

22. The Driveway on Foothills Blvd. shall be a minimum of 240 feet from the curb return of the intersection with Pleasant Grove to the center line of the driveway. (Engineering)

23. Drainage calculations shall be submitted to verify the capacity of the storm drain pipe that will transfer storm water to the creek. The drainage pipe shall be installed underground. All onsite drainage shall be picked up on site and remain in natural basins. (Engineering)

24. Prior to the approval of the grading permit, the applicant shall identify with a note on the grading plans, the site where the excess earthen material shall be deposited. If the site is a remote site within the City of Roseville, the applicant shall show proof of all applicable grading and erosion plans and associated approval thereof. Haul routes to be used shall be specified with the grading plan application. (Engineering)

25. The applicant shall pay for all applicable water and sewer fees. (Environmental Utilities)

26. Water and sewer infrastructure shall be designed pursuant to the adopted City of Roseville Improvement Standards and the City of Roseville Construction Standards and shall include:

a) Utilities or permanent structures shall not be located within the area which would be disturbed by an open trench needed to expose sewer trunk mains deeper than 12' unless approved by Environmental Utilities in these conditions. The area needed to construct the trench is a sloped cone above the sewer main. The cone shall have 1:1 side slopes.

b) Water and sewer mains shall not exceed a depth of 12' below finished grade, unless authorized by these conditions of approval.

c) All sewer manholes, existing and proposed, shall have all weather 10-ton vehicle access unless authorized by these conditions of approval.

d) A City sewer main across proposed parcel 2 to service parcel 1.

e) Manifold water structures from existing and or proposed stubs no City water mains onsite. (Environmental Utilities)

27. The Transportation Systems Management (TSM) Plan for Strauch Arco and the remaining parcel shall be approved by the Transportation Commission. (Transportation)

28. Trash enclosures, recycling areas, and enclosure approaches shall be designed to current Refuse Division specifications, the materials and colors shall match the building, and the location of such facilities shall be reviewed and approved by the Refuse Division, Planning and the Fire Department. The enclosure must have inside dimensions of 12 feet wide and 9 feet deep and be built to the specifications of the Solid Waste Department's Enclosure Description. (Refuse, Planning, Fire)

29. Trash enclosures shall have an inside turning radius of 25 feet. An outside turning radius of 45 feet must be maintained to allow the refuse truck access to and from the enclosure. Enclosures must have a clear approach of 65 feet in front of the enclosure to allow servicing bins. (Refuse)

30. Fire apparatus access roads shall be provided to within 150 feet of all structures and combustible storage piles. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches. (Fire)

31. Vertical clearances or widths shall be increased when, in the opinion of the Fire Chief, vertical clearances or widths are not adequate to provide fire apparatus access. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus (32 tons) and shall be provided with a surface so as to provide all-weather driving capabilities. Said access shall be provided prior to any construction or storage of combustible materials on site. (Fire)

32. The required fire flow for the protection of the proposed project is **2,000** gallons per minute with 20 pounds residual water pressure. This flow is based on the premise that the structure is to be of Type V-N rated construction and are reflective of the proposed square footage amounts. A change in any of the conditions may increase the required fire flow. (Fire)

33. An approved water supply capable of supplying the required fire flow for fire protection shall be provided for the site. The location, number and type of fire hydrants connected to the water supply shall be provided as required and approved by the Fire Department. Fire hydrants shall be in service and accessible to the fire department apparatus by roads meeting the requirements of the Fire Code. (Fire)

34. Provide one (1) on-site fire hydrant for fire protection of the project. (Fire)

35. The Electric Department requires the submittal of the following information in order to complete the final electric design for the project:

a) one (1) set of improvement plans
b) load calculations
c) electrical panel one-line drawings

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a) Spray water on all exposed earth surfaces during clearing, grading, earth moving and other site preparation activities throughout the day to minimize dust.

b) Use tarpaulins or other effective covers on all stockpiled earth material and on all haul trucks to minimize dust.

c) Sweep the adjacent street frontages at least once a day or as needed to remove silt and other dirt which is evident from construction activities.

d) Ensure that construction vehicles are washed prior to leaving the construction site to prevent dust and dirt from being tracked off-site.

e) The City shall have the authority to stop all grading operations, if in opinion of city staff, inadequate dust control or excessive wind conditions contribute to fugitive dust emissions. (Engineering)

44. This project falls within the Pleasant Grove Watershed Flood Control Plan as determined by the Placer County Flood Control District and adopted by the City of Roseville. The project is therefore subject to a fee based on gross developed acres. (Engineering)

45. The applicant shall remove and reconstruct any existing damaged curb, gutter, and sidewalk along the property frontage. During plan check of the improvement plans and/or during inspection, Engineering will designate the exact areas to be reconstructed. (Engineering)

46. Existing public facilities damaged during the course of construction shall be repaired by the applicant, at the applicant's expense, to the satisfaction of the City. (Engineering)

47. All improvements being constructed in accordance with the approved grading and improvement plans shall be accepted as complete by the City. (Engineering)

48. The words "traffic control appurtenances" shall be included in the list of utilities allowed in public utilities easements (PUE's) located along public roadways. (Engineering)

49. The Transportation Management Agreement for Strauch Arco shall be approved by the City Council. (Transportation)

50. Water and sewer shall be constructed pursuant to the adopted City of Roseville Improvement Standards and the City of Roseville Construction Standards. (Environmental Utilities)

51. All water backflow devices shall be tested and approved by the Environmental Utilities Department. (Environmental Utilities)

52. **Restaurants or other food services.** The developer shall install exterior grease interceptor if the proposed business could potentially discharge any grease type product. (Environmental Utilities)

53. During construction streets and roads shall be identified with approved temporary signs. An approved sign shall be placed at all access points to the project during construction. The sign shall identify the project name and address, as approved by the City. Such signs shall be visible and legible from the street fronting the project. (Fire)

54. The project shall be addressed as 1261 Pleasant Grove Blvd. The approved address numbers shall be placed on the building by the applicant in such a position as to be plainly visible and legible

from the street fronting the property and shall be placed as to be seen from all entrances. Proposed address numbers shall be indicated on the elevation drawings contained within the building plan submittal. The address numbers shall be contrasting in color with their background and shall be illuminated. (Fire)

55. The applicant shall properly identify all required fire lanes in accordance with the Fire Department Fire Lane Standard. (Fire)

56. Barricades shall be provided to protect any natural gas meter, fire hydrant, or other fire department control device, which may be subject to vehicular damage. Approved signs may be required to identify the location of fire protection devices. (Fire)

57. Additional internal easements will be required to cover primary electrical facilities to the project when the final electrical design is completed. (Electric)

58. All Electric Department facilities, including streetlights where applicable, shall be designed and built to the "City of Roseville Specifications for Commercial Construction." (Electric)

59. The City of Roseville Electric Department has electrical construction charges which are to be paid by the developer and which are explained in the City of Roseville "Specification for Commercial Construction." These charges will be determined upon completion of the final electrical design. (Electric)

60. Any relocation, rearrangement, or change of existing electric or street light facilities due to this development shall be at the developer's expense. (Electric)

61. Any facilities proposed for placement within public/electric utility easements shall be subject to review and approval by the Electric Department before any work commences in these areas. This includes, but is not limited to, landscaping, lighting, paving, signs, trees, walls, and structures of any type. (Electric)

62. All landscaping in areas containing electrical service equipment shall conform with the Electric Department's Landscape Requirements and Work Clearances as outlined in Section 10.00 of the Departments "Specification for Commercial Construction." (Electric)

63. The developer of this project will be required to extend the underground electric facilities from the existing stub location approximately 400' west of proposed westerly property line of the ARCO project. (Electric)

64. All electric metering shall be directly outside accessible. This can be accomplished in any of the following ways:

a) Locate the metered service panel on the outside of the building.

b) Locate the metered service panel in a service room with a door that opens directly to the outside. The developer will be required to provide a key to the door for placement in a lock box to be installed on the outside of the door. Any doors leading from the service room to other areas of the building shall be secured to prohibit unauthorized entry.

c) In cases where the metered service panel is not directly outside accessible, as outlined above, remote metering will be required. Contact the electric metering supervisor at (916) 774-5637 for remote metering requirements. (Electric)

65. It is the responsibility of the developer to insure that all existing electric facilities remain free and clear of any obstruction during construction and when the project is complete. (Electric)

'HER CONDITIONS OF APPROVAL

66. The applicant shall pay City's actual cost for providing plan check, installation, and inspection services. This may be a combination of staff costs and direct billing for contract professional services. (Engineering, Environmental Utilities)

67. All existing public utility (the 50' P.U.E. along the frontage of Foothills Blvd. and the 50' P.U.E. along the frontage of Pleasant Grove Blvd.) for electric, water and sewer easements shall be maintained unless otherwise authorized by these conditions of approval. (Electric, Engineering, Environmental Utilities)

68. The parking lot striping and signing shall be maintained in a visual and legible manner. (Planning)

69. Following the installation of the landscaping, all landscape material shall be maintained in a healthy and weed free condition; dead plant material shall be replaced immediately. All trees shall be maintained and pruned in accordance with the accepted practices of the International Society of Arboriculture (ISA). (Planning)

70. In accordance with the City's Noise Ordinance, the hours of project construction shall be noted on the project plans and shall be limited to the following:

7:00 a.m. to 7:00 p.m. (Monday through Friday)
8:00 a.m. to 8:00 p.m. (Sat., Sun., & Holidays) (Planning)

71. Pursuant to the Zoning Ordinance, subsequent Design Review Permits consistent with this approval may be reviewed and approved with an Administrative Permit. If it is determined by the Planning Director that the subsequent Design Review Permit is not clearly consistent with the original approval or if other issues arise, the Planning Director may refer the item for a public hearing at the Design Committee or Planning Commission. (Planning)

72. The City reserves the right to restrict vehicle turning movements within the public right-of-way in the future if deemed necessary by the City Engineer. (Engineering)

a) The right-of-way necessary for that portion of Foothills Blvd. being widened to accommodate the bus turn out shall be dedicated to the City prior to the certificate of occupancy. (Engineering)

73. The required width of fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. Minimum required widths and vertical clearances established by the Fire Code shall be maintained at all times during construction. Closure of accesses for fire apparatus by gates, barricades and other devices shall be prohibited unless approved by the Fire Chief. (Fire)

74. Temporary aboveground storage tanks may be used at construction sites for diesel fuel only and shall not exceed 1,000 gallon capacity. Tanks shall comply with all provisions found within the Fire Code. A Fire Department Permit shall be obtained prior to tank installation. The permit shall expire after 90 days from the date of issuance, unless extended by the Fire Chief. (Fire)

75. If site survey or earth moving work results in the discovery of hazardous materials in containers or what appears to be hazardous wastes released into the ground, the contractor or person responsible for the building permit must notify the Roseville Fire Department immediately. A representative from the Fire Department will make a determination as to whether the incident is reportable of not and if site remediation is required. (Fire)

76. A Hazardous Materials Business Plan shall be provided for the site per Section 6.95 of the California Health and Safety Code.

77. All hazardous material and flammable liquid storage and usage shall comply with the Fire Code.

78. The location and design of the gas service shall be determined by PG&E. The design of the gas service for this project shall not begin until PG&E has received a full set of City approved improvement plans for the project. (PG&E)

79. Prior to certificate of occupancy, the applicant may apply for a Temporary Occupancy (TO) of the building to allow for stocking of shelves, training of employees or tours, parties or open houses. If a TO is desired, the applicant must submit a written request to the Building Division a minimum of fourteen (14) days prior to the expected temporary occupancy date. (Building)

NOTICE TO PROJECT APPLICANT

Color exhibits and supplies maps may be picked up from the Planning Department at the end of the appeal period following the Commission hearing. With exception of color renderings and material boards, all materials will be disposed of at the end of the appeal period. Color renderings and material boards will be disposed of after the project is built and the project receives a certificate of occupancy.

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80

PLACER, County Recorder
JIM MCCAULEY
DOC- 2003-0098404
Check Number 108t1
Tuesday, JUN 17, 2003 09:32:54
REC $36.00 MIC $3.00 AUT $34.00
SBS $33.00
Ttl Pd $106.00 Nbr-0000872741
otl/TL/1-34

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Quateman & Zidell LLP
1901 Avenue of the Stars
Suite 1505
Los Angeles, CA 90067
Attn: Steven Zidell, Esq.

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AMENDED AND RESTATED DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

AND RESERVATION OF EASEMENTS

FOR

WOODCREEK PLAZA BUSINESS CENTER

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EXHIBIT A – Legal Description of the Property

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS

FOR

WOODCREEK PLAZA BUSINESS CENTER

This Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Woodcreek Plaza Business Center (this "**Declaration**") is entered into as of May 14, 2003 among the undersigned Owners (as defined below).

RECITALS

This Declaration is made in contemplation of and with reference to the following facts, understandings and intentions:

A. On January 24, 2000, Sierra Woodcreek, LLC ("**Original Declarant**") and Strauch Brother Incorporation ("**Strauch**") executed the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements which was recorded on January 25, 2000 in the Official Records of Placer County as Document Number 2000-0004758 (the "**Original Declaration**"). This Declaration amends, replaces and supersedes the Original Declaration. Woodcreek Plaza LLC ("**Declarant**") is the successor Declarant.

B. The Original Declaration as restated and amended hereby encumbers the real property commonly known as the Woodcreek Plaza Business Center (the "**Business Center**"), and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein.

C. Subsequent to the date of the Original Declaration, Original Declarant subdivided its property subject to the Original Declaration into ten (10) parcels intended for office, business, professional, commercial and retail uses.

D. The Owners executing this Declaration own not less than seventy-five percent (75%) of the Building Area (as defined below) of the Business Center and deem it desirable to amend and restate the Original Declaration in order to enhance and protect the value, desirability and attractiveness of, and enhance the quality of the Business Center as an integrated development providing for office, retail and related uses.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the following encumbrances shall be binding upon all Owners of the Property and shall attach to and run with their respective properties and shall be for the benefit of and shall be a limitation upon any future owner or owners of the Property, and each easement granted herein

shall be pertinent to the dominant estate and all promises, covenants, conditions, restrictions and encumbrances shall be considered covenants running with the land.

ARTICLE I
Definitions

Unless the context clearly indicates otherwise, the following terms used in this Declaration are defined as follows:

1.1 Building. "**Building**" shall refer to all buildings or other structures constructed on the Property for the use of an Owner or Tenant.

1.2 Building Area. "**Building Area**" shall mean and refer to that area of any Building or other structure constructed within the Business Center for the use of an Owner or Tenant. Building Area expressly includes the exterior walls of all Buildings in the Business Center and any overhangs, awnings, canopies, signage or lighting (or components thereof) extending into the Common Area, but not the land under such overhangs, awnings, canopies, signage or lighting. Notwithstanding the foregoing, the Building Area for any Parcel which is utilized as a gas station or for any other sale of other petroleum products shall include the land area under any such overhangs, awnings or canopies utilized for business purposes.

1.3 Business Center. "**Business Center**" shall mean and refer to the Property and all improvements presently located or hereafter located thereon, commonly known as the Woodcreek Plaza Business Center.

1.4 City. "**City**" shall mean the City of Roseville, State of California, and its various departments, divisions and representatives.

1.5 Committee. "**Committee**" shall mean the Architectural Review Committee described in Article III of this Declaration.

1.6 Common Area. "**Common Area**" shall mean and refer to that area of the Business Center not designated as Building Area, including Common Area Parcels A and B. Common Area expressly excludes the exterior walls of all Buildings in the Business Center and any overhangs, awnings or signage (or components thereof) or lighting extending into the Common Area.

1.7 Common Area Expenses. "**Common Area Expenses**" shall mean and refer to the following actual or estimated costs incurred by the Declarant, the Maintenance Director and/or Merchants' Association (see below at Article XVII), including, without limitation:

(a) the expenses to maintain, manage, operate, repair and/or replace the Common Areas and other portions of the Property;

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(b) the expenses to manage, administer and perform the duties and obligations hereunder, including, but not limited to, compensation paid to any employees and reasonable overhead and travel expenses, provided, however, that in no event shall such costs of administration and management exceed fifteen percent (15%) of the total actual Common Area Expenses, exclusive of such costs of administration and management;

(c) reasonable costs and fees paid to third parties, including managers, contractors, accountants, attorneys, architects and engineers providing services and/or otherwise assisting the Declarant, the Maintenance Director and/or the Merchants' Association in the performance of their duties and obligations hereunder;

(d) the costs of utilities, erosion control, pest control, irrigation, gardening, trash and rubbish removal and other services for the Common Area or other areas within or adjacent to the Property which generally benefit and enhance the value and desirability of the Property and which are not separately payable by Owners;

(e) the costs of any insurance, including liability and errors and omissions insurance obtained by or for members of the Committee, the Merchants' Association or the Declarant relating to the Common Area, managing or operating the Business Center or performing any duties or activities authorized by or pursuant to this Declaration;

(f) reasonable reserves as deemed appropriate by Declarant;

(g) the costs of bonding of any professional managing agent or any other person handling the funds of the Business Center the Committee or the Merchants' Association;

(h) taxes paid for Parcels A and B, including, without limitation, real estate taxes and assessments;

(i) amounts paid by Declarant or Owners for the discharge of any lien or encumbrance levied against the Common Area;

(j) costs incurred by the Committee in the conduct of its business in accordance with this Declaration;

(k) cost of security services for the Property;

(l) any costs or expenses incurred with respect to the maintenance, repair and replacement of any monument signage erected on the Property by Declarant or Owners or which Declarant or Owners are obligated to maintain;

(m) any costs or expenses incurred by Declarant or the Committee to enforce this Declaration or rules and regulations promulgated hereunder, including but not limited to reasonable attorneys' fees and costs; and

(n) any Mello-Roos bond payments incurred for the Property and all taxes or expenses regarding such Mello-Roos payments for the Property.

1.8 Common Area Parcels A and B. "**Common Area Parcels A and B**" shall mean Parcels A and B as shown on the Parcel Map filed for record November 9, 2000 in Book 30 of Parcel Maps at Page 36, Records of Placer County.

1.9 County. "**County**" shall mean the County of Placer, State of California, and its various departments, divisions and representatives.

1.10 Declarant. "**Declarant**" shall mean and refer to the Original Declarant's successor in interest, Woodcreek Plaza LLC.

1.11 Design Guidelines. "**Design Guidelines**" shall mean and refer to: (i) as to all of the Property other than the Strauch Parcel, those specific design guidelines, conditions and/or requirements established by the City attached to the Original Declaration as Exhibit "B" and incorporated herein by reference and the approved City plans for the Property other than the Strauch Parcel and (ii) as to the Strauch Parcel those guidelines, conditions and/or requirements established by the City, attached to the Original Declaration as Exhibit "B-1" and incorporated herein by reference.

1.12 Hazardous Substances. "**Hazardous Substances**" shall mean any substances defined as "hazardous substances," "hazardous materials," "toxic substances," "toxic wastes," "hazardous wastes," "extremely hazardous wastes" or "restricted hazardous wastes," under any applicable local, state or federal statutes, ordinances, rules, regulations or orders (including gasoline, diesel fuel and all other petroleum hydrocarbons).

1.13 Maintenance Director. "**Maintenance Director**" shall mean the Owner who has the responsibility of operating and maintaining the Common Area on behalf of the Owners in common, as more particularly set forth in Article VI hereof. As of the date of this Declaration, the Maintenance Director is Woodcreek Plaza LLC.

1.14 Major Common Area Expense. "**Major Common Area Expense**" shall mean a Common Area Expense reasonably anticipated to exceed Five Hundred Dollars ($500.00). Said Five Hundred Dollars ($500.00) sum shall be adjusted annually, in January of each year commencing January 2004, to reflect any changes in the cost of living as determined by the Consumer Price Index for All Urban Consumers for the San Francisco-Oakland metropolitan area, as published by the United States Department of Commerce, Bureau of Labor Statistics, using January 2003 as the base month and year.

1.15 Owner. "**Owner**" shall mean and refer to the fee owners of any of the Property as shown on Exhibit "A".

1.16 Parcel. "**Parcel**" or "**Parcels**" shall mean and refer to any parcels of real property subject to this Declaration comprising portions of the Property.

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1.17 Property. "**Property**" shall mean and refer to that certain real property described on attached Exhibit "A".

1.18 Proportionate Share. "**Proportionate Share**" shall mean the ratio of the floor area within the Building Area on a given Parcel to the floor area of all Buildings erected within the Business Center.

1.19 Service Areas. "**Service Areas**" shall mean those areas of the Property used for loading, storage and refuse collection, together with all areas containing electrical, mechanical or chemical apparatus, equipment, tanks and fixtures (other than exterior lighting fixtures and main electrical transformers), including, but not limited to, heating/ventilating/air conditioning equipment, air compressors or pad-mounted tanks of any kind.

1.20 Strauch Parcel. "**Strauch Parcel**" shall mean and refer to the legal parcel (Assessor Parcel Number 477-100-024) operated as a gas station and convenience store and as more particularly described on Exhibit "A" attached hereto.

1.21 Tenant. "**Tenant**" or "**Tenants**" shall mean and refer to persons or entities that from time to time have binding and enforceable leases or rental agreements with Owners for portions of the Business Center, including any subtenants and assignees of Tenants.

ARTICLE II
General Land Use Restrictions

2.1 Permitted Uses. All Buildings located in the Business Center shall be used for retail businesses or service businesses of the type usually found in modern business centers located in the City. Except as otherwise provided and restricted by this Declaration or otherwise by law, the uses of any Parcel within the Property shall be limited to: (i) the uses permitted by the City Zoning Code, as it may be amended from time to time, and the Design Guidelines, together with such uses as are ancillary to any of the aforementioned uses; and (ii) for such other uses as the Committee shall determine in its sole discretion to be in harmony with the purposes of this Declaration. Any proposed changes to the currently existing uses shall be subject to Declarant's prior written approval.

2.2 Prohibited Operations and Uses. No use or operation will be made, conducted or permitted on or with respect to all or any part of any Parcel or improvement thereon which emits any appreciable glare, heat, noxious gases, smoke, dust, odor, water, vibration or noise from the exterior boundaries of a Parcel or is obnoxious to or out of harmony with the development or operation of the business conducted on any other Parcel. Without limiting the foregoing, no Owner shall permit excessive noise or water to emanate from its property which would cause damage to or unreasonably disturb other Owners or Tenants within the Property.

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2.3 Restrictions Applicable to Common Area Uses. The Common Areas of the Property shall be used only for the following purposes:

(a) Parking, Ingress and Egress. The parking of vehicles and the pedestrian and vehicular traffic of all Owners, Tenants, customers and invitees, the ingress and egress of all such persons and the vehicles thereof, to and from any portion of the Common Area and the public streets adjacent to the Common Area and the movement of pedestrians and passenger vehicles between industrial, commercial and business establishments located within the Property. Notwithstanding the foregoing, no vehicles, materials or equipment shall be parked or left within the Common Areas so as to block access of any Building or Parcel that is not owned or occupied by the owner of the vehicle, material or equipment, or so as to impede or prevent ingress and egress by vehicles and pedestrians to and from other portions of the Property. Except for limited periods for loading and unloading of vehicles or trailers, parking shall only be permitted in designated parking spaces within the Common Area, as striped and maintained by the Merchants' Association. No vehicle shall be operated at excessive speeds or in a reckless manner within any portion of the Common Area.

(b) Drainage and Flood Control. The installation, maintenance and operation within the confines of the Common Area of flood control and drainage facilities to service the Property, together with and including vaults, manhole covers, meters, pipelines, valves, hydrants, sprinkler controls, drainage lines and systems and vents. Such facilities shall be installed underground, except for those items of equipment and/or facilities which in the sole discretion of the Declarant should be above ground surface based on reasonable engineering standards and sound commercial and industrial development practice.

(c) Plantings and Landscaped Areas. The construction, maintenance, repair, replacement and reconstruction of any wall or retaining wall or landscaped area, including planters, planting boxes, edgers and decorative walls, all as may be required and/or permitted by any local authority with jurisdiction over the Property.

2.4 Restriction on Activities Affecting Insurance. Without the prior written approval of the Committee or Declarant, nothing shall be done or kept on any Parcel or within any Building, which will increase the rate of insurance on any other Parcel and/or upon the Common Area or any portion thereof, nor shall anything be done or kept within the Property which would result in the cancellation of any customary insurance carried on or in connection with the Property or any portion thereof.

ARTICLE III
Building Type and Architectural Approval

3.1 Buildings. No Buildings shall be erected, placed or permitted to remain within the Business Center that are not of the type and quality of design, materials and workmanship as are consistent with the applicable Design Guidelines. No Building or other structure erected in the Business Center shall exceed one story in height.

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3.2 Architectural Review Committee. The Committee shall consist of three (3) members who shall be appointed by Declarant. A person does not need to be an Owner or Tenant in order to serve as a member of the Committee. Declarant shall have the right to remove any member on the Committee, fill any vacancies on the Committee and appoint any replacement members on the Committee until such time as Declarant no longer owns a Parcel within the Business Center. At such time as Declarant no longer owns a Parcel within the Business Center, any vacancy on the Committee shall be filled by a vote of the Owners of all Parcels in the Business Center representing seventy-five percent (75%) or more of the Building Area within the Business Center. Any member appointed to the Committee by the Owners shall serve a three (3) year term. The right to serve as a member of the Committee is not transferable or assignable. The Committee shall meet as often as the members or Declarant determine is advisable and may meet in person or hold a meeting telephonically.

3.3 Duties. In addition to the duties enumerated elsewhere in this Declaration and without limiting the generality thereof, the Committee shall perform the following duties:

(a) Payment of Expenses. The Committee shall pay all expenses and obligations incurred by the Committee in the conduct of its business.

(b) Plan Review. The Committee shall review all plans for construction of any Building or any other improvement on the Property consistent with Section 3.5 herein.

3.4 Powers. In addition to the powers elsewhere provided for herein and without limiting the generality thereof, the Committee shall have the following powers:

(a) Enforcement. The Committee shall have the authority to enforce this Declaration in accordance with the provisions of Section 16.2.

(b) Variances. The Committee shall have the exclusive right to grant to any Parcel or Owner thereof such minor variances from the covenants, conditions, restrictions and provisions set forth in this Declaration as it, in its sole discretion, determines is in the best interest of the Business Center, provided any such variance shall not cause any other Owner unreasonable interference with the use and enjoyment of such Owner's Parcel. Any variance granted hereunder shall be effective only if made in accordance with applicable law and in writing.

(c) Right of Entry. The Committee members, Declarant and their authorized agents, representatives, assignees and employees shall have the right after giving twenty-four (24) hours written notice to enter upon and inspect any Parcel for the purpose of ascertaining whether or not the provisions of the Declaration have been or are being complied with and taking whatever corrective action may be deemed necessary or proper, consistent with the provisions of the Declaration. The Committee members, Declarant and their authorized agents shall not be deemed guilty of trespass or liable for any damages by reason of such entry. Nothing in this Section shall in any manner limit the right of any Owner to the exclusive occupancy and control over such Owner's Parcel. However, each Owner shall permit access to such Owner's Parcel by any person authorized by the Committee or Declarant as reasonably

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necessary, such as in the case of any emergency originating on or threatening such Parcel or the Property, whether or not such Owner is present.

3.5 Plan Approval. Prior to the construction of any Building or other improvements on the Property, all elements of the exterior elevations of the improvement, including, but not limited to, exterior colors, lighting and building fascia signs (the "**Exterior Elevations**"), to be constructed shall be subject to the prior written approval of the Committee, at its sole discretion. Any and all alterations, additions, remodeling, repainting or reconstruction of existing Buildings or other improvements which involve any change whatsoever to any element of the Exterior Elevations thereof shall be subject to the prior written approval of the Committee, which approval shall not be unreasonably withheld. Once the Exterior Elevations have been approved, any such building alterations, additions, remodeling, repainting or reconstruction shall be constructed only in accordance with such approved plans and specifications. Whenever the prior written approval of the Exterior Elevations of such work is required in this Declaration, complete plans for such Exterior Elevations shall accompany the request for such approval.

3.6 Construction. All construction, alterations, additions, remodeling, exterior repainting, reconstruction or repair work, including, but not limited to, work permitted by Article VII (collectively, "**Construction**") undertaken by the Owner or Tenant of any Parcel shall, once commenced, be processed with due diligence and without interruption. In no event may Construction commence without written approval of the Exterior Elevations by the Committee. The party undertaking Construction shall take all necessary measures to minimize any disruption or inconvenience caused by such work to the remainder of the Business Center, its Tenants, customers and invitees. Construction shall be accomplished by the person or entity undertaking it in such a manner so as to minimize any damage or adverse effect which might be caused by such work to the other Owners, Tenants, Parcels and/or the Parcel on which the work is being accomplished. The party undertaking Construction shall repair at its own cost and expense any and all damage caused by the Construction and shall restore the affected portion of the Parcel upon which Construction is performed at the Business Center to a condition which is at least equal to the condition which existed prior to the beginning of Construction. In addition, the Owner on whose Parcel the Construction is being performed shall, as between the Owners, pay all costs and expenses associated therewith and shall indemnify, defend and hold the other Owners and their Tenants harmless from all damages, losses or claims attributable to the Construction, including attorney's fees and costs. Except in cases of emergency, all Construction shall be undertaken only after giving Declarant and all other Owners at least thirty (30) days' prior written notice of the work to be undertaken, the scope and nature of the work, the estimated duration of the work and the area in which the work is to be performed.

3.7 Construction Areas; Fencing. In conjunction with the approval of any Construction, the Committee shall have the right to reasonably designate an area within the Business Center for staging construction equipment and storing construction materials. Declarant shall have the right to require that such area be screened appropriately from the remainder of the Business Center. The party undertaking the Construction shall confine the staging of its equipment and the storing of its materials to such area. Declarant shall also have the right to reasonably control the construction activities of the party undertaking Construction, so as not to unreasonably interfere with other Owners or Tenants. Prior to the commencement of

any construction: (i) all Construction Areas shall be completely screened or fenced in a manner acceptable to the Committee; and (ii) the party undertaking such Construction shall provide evidence of liability, casualty and other insurance reasonably required by the Committee.

3.8 Fees. Fees shall be paid to the Committee as follows:

(a) Submittal Fee. The Owner applicant shall pay to the Committee a submittal fee with each submittal of plans, documents or materials in the amount of One Hundred Dollars ($100.00) for each submittal of such plans, documents or materials.

(b) Review Fees. At such time as plans, documents and materials required to be submitted pursuant to Section 3.5 above are submitted, the Owner applicant shall pay to the Committee the amount of at least Three Hundred Dollars ($300.00) for review of such plans, documents and materials (the "**Review Fee**"). The Review Fee shall be reasonably determined by the Committee and may vary with the magnitude and complexity of the documents and materials submitted. The Owner applicant is also responsible for payment of any fees and costs of any experts and/or consultants (such as architects or engineers) needed in connection with such review. The Committee may include some or all of the estimated or anticipated fees and costs of such experts and/or consultants in the Review Fee. Any additional fees and costs of such consultants and/or experts not included within the initial Review Fee shall be payable by the Owner applicant within ten (10) days after receipt by such Owner applicant of an invoice covering such fees and costs.

(c) Letter of Compliance. Provided an Owner has previously obtained approvals of said Owner's plans pursuant to this Declaration, the Committee shall, within twenty-one (21) days following written request therefor by an Owner, Tenant or other occupant, execute and deliver to such requesting Owner, Tenant or other occupant a letter stating that the plans, plan changes or plans for changes to Business Center specified in said request are in compliance with this Article or, if said plans are not in compliance with this Article, a statement of the nature of such noncompliance.

3.9 Rezoning. Notwithstanding the foregoing, the Owners shall not expand, modify or amend any zoning designation without the prior express written approval of the Committee or Declarant, such approval not to be unreasonably withheld.

3.10 Use Permits. Notwithstanding the foregoing, the Owners shall not expand, modify or amend any use permit, design review permit, variance or conditional use permit for a Parcel without the prior express written approval of the Committee or Declarant, such approval not to be unreasonably withheld.

ARTICLE IV
Architectural and Development Standards

4.1 Development Standards. The development standards contained herein, any recorded Development Agreement for the Property, the Design Guidelines and the City Zoning

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Ordinance prescribe maximum floor area ratios, maximum heights, minimum landscape areas, minimum landscape ratios, minimum parking ratios and setbacks for each Parcel, according to the specific use of any Parcel. The improvements on the Strauch Parcel as of the date of this Declaration are also subject to the Strauch Arco Design Approval.

4.2 Utility Services. All on-site extensions of utility lines shall be placed underground, except as set forth in Section 2.3(b) above. Main electrical transformers and transformer pads and vaults shall be located to the rear of the Buildings, unless required by the City or any utility company to be located in another site and shall be screened by landscaping. Main gas meters and fire sprinkler risers shall be located on the side of any Building, unless required by the City or any utility company to be located in another site and shall be screened by landscaping.

4.3 Parking.

(a) Parking Areas. Each Parcel shall provide a parking area sufficient to accommodate the parking needs of the Owner or occupant, the executives, employees, customers, suppliers and visitors of the business or businesses conducted thereon. No use shall be made of any Building on any Parcel which requires parking spaces in excess of the number of parking spaces on said Parcel, unless approved by the Committee and the City. The parking areas of each Parcel must provide the number of spaces required to meet the applicable minimum parking ratio set forth in the City of Roseville Zoning Ordinance. Parking areas shall be paved so as to provide dust-free, all weather surfaces. The parking area for each Parcel shall meet City standards. Where either the City standards or the standards contained in this Section 4.3 are more restrictive, the more restrictive shall apply.

(b) Parking Spaces and Aisles. The location, size, configuration and minimum number of parking spaces shall be governed by the standards set forth in the City of Roseville Zoning Ordinance and in this Declaration.

4.4 Screening. All electrical and mechanical apparatus, equipment and fixtures (other than exterior lighting fixtures, but including main electrical transformers), whether roof mounted, exterior-wall-mounted or pad-mounted at grade, including, but not limited to, heating/ ventilating/air conditioning equipment, air compressors, pad-mounted tanks of any kind or for any use, conduit, ducts, vents, flues and pipes located on the exterior of any structure and all Service Areas hereof shall be screened so that such items are not visible from any neighboring properties or the streets located on the Property. Said screening may consist of any landscaping and/or architecturally-suitable material conforming with the general development of the Parcel and shall be treated in a manner acceptable to the Committee.

4.5 Service Areas. All Service Areas shall be completely screened so as to not be visible from neighboring properties, in addition to the other restrictions described herein.

(a) Loading Areas. No truck loading area, whether a truck dock or at-grade truck door, shall be located in the front of any Building, within any frontage setback area, or between the front of any Building and the front line of the Property. Trucking loading areas

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located on the sides of a Building shall be screened by Owner when reasonably possible. Notwithstanding the foregoing, trucks may be parked temporarily in the front of any Building or in the street fronting said Building for the purpose of unloading supplies or equipment consigned to any business in said Building if, and only if, said Building has no loading area to the side or rear of said Building.

(b) Storage. No materials, supplies or equipment which are owned or operated by the Owner or any occupant of a Parcel shall be stored in any area on a Parcel except inside a closed Building or behind a visual barrier screening such area so that said stored items are not visible from neighboring properties. No storage areas of any type shall be constructed or maintained between a street and a structure.

(c) Refuse Collection. All outdoor refuse collection areas shall be screened so that such areas are not visible from neighboring properties or streets. Said screening shall consist of six (6) foot high fencing and gates approved by the Committee.

4.6 Landscaping. Owner shall install required landscaping in accordance with this Declaration and the Design Guidelines for landscaping of Parcels and definitive Design Guidelines for the barriers, walkways and landscaping within each Parcel. All areas of each Parcel not utilized for Building Areas, parking areas or Service Areas shall be landscaped in accordance with Design Guidelines. Landscape materials may include ground cover, shrubs, flowering plants, vines and trees as set forth in the Design Guidelines. All landscaping shall be irrigated by an automatic irrigation system, sufficient to properly irrigate said landscaping and registered by a time clock. All decorative landscaping, including patios, plazas and gazebos, shall be installed in accordance with this Declaration and the Design Guidelines.

4.7 Lighting. Lighting for parking, driveways, Service Areas, Buildings and pedestrian and security illumination shall conform to the standards approved by the City.

4.8 Signs. Every sign, structure, device or other contrivance and all parts thereof, electric or nonelectric, erected or used in any way to convey or display information, location, identification, notices or directions of any kind ("Sign") shall be installed in conformance with this Declaration, the Woodcreek Plaza Planned Sign Permit Program approved by the City of Roseville Design Review Committee, the City of Roseville Sign Ordinance and shall also be subject to the prior written approval by the Committee.

4.9 Access Driveways.

(a) Standards. Access driveways for each Parcel shall meet City standards.

(b) Number, Type and Location. The number, type and location of access driveways on each Parcel shall be determined by the sole judgment of the Committee, after considering the proposed use of the Parcel and the planned and actual traffic flow in the Business Center.

4.10 Buildings. Pre-engineered metal buildings and custom designed metal clad buildings shall not be permitted.

4.11 Transportation Systems Management Plan. Owners agree to participate in a Transportation Systems Management Plan and shall enter into a Transportation Management Agreement with the City.

4.12 Determination of Violation. Declarant, the Committee, or the designated agent of either, shall have the power to determine, in its sole judgment, upon its own initiative or upon complaint by any Owner, whether a violation of any provision of this Article is occurring upon any Parcel, and any such determination by it shall be conclusive.

ARTICLE V
Building Size and Location

5.1 Common Area Structures. No structures shall be placed or constructed within the Common Area, except loading docks, pylon monument signs, directional signs, driveways, walkways, bumper guards or curbs, landscape planters, lighting standards, Common Area trash enclosures, planters, hydrants, fountains, parks and any other landscaping or improvements as may be required under applicable controls and regulations of the applicable governmental department. With the prior written approval of the Committee, each of the Owners may construct and locate canopies and awnings (with signs which may be affixed thereto) over sidewalks and walkways in the Common Area, so that the same may encroach a reasonable distance (not to exceed twelve (12) feet) over or upon, as the case may be, the sidewalks and walkways in said Common Area. All canopies, awnings and signs so constructed must comply with all applicable laws, rules, ordinances and regulations of the local governmental authority and shall be subject to approval of the Committee to the extent required by Articles III and IV hereof.

5.2 Encroachment onto Common Areas. Each of the Owners hereby grants to each other Owner for the benefit of said other Owner and its Parcel or Parcels, an easement for footings, foundations and eaves (which includes, but is not limited to, canopies and awnings) appurtenant to any Buildings on any Parcel of the Business Center, which may encroach into or upon the Common Area; such encroachments, however, unless otherwise agreed to in writing by the Committee, shall be limited to an extension, measured horizontally, of twelve (12) feet from the edge of the Building and shall be subject to approval pursuant to Articles III and IV hereof.

5.3 Encroachment onto other Parcels. Should any Building constructed pursuant to the Original Declaration or this Declaration inadvertently encroach on any Parcel surrounding the same, then the Owner of said surrounding Parcel does hereby grant a perpetual easement for such encroachment to the encroaching party.

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ARTICLE VI
Common Area

6.1 Maintenance. The Maintenance Director shall, for the benefit of the Owners and the Business Center, but not any third party, operate and maintain the Common Area in good and clean condition and repair in accordance with the practices prevailing in the operation of similar type first-class neighborhood business centers in the City. Said maintenance and operation shall include, but not be limited to the following:

(a) maintain and renew the surface of the automobile parking area and sidewalks (including all sidewalk areas) in a condition which is level, smooth and evenly covered with the type of surfacing material originally installed thereon or such substitute therefor as shall be equal thereto in quality, appearance and durability;

(b) remove all papers, debris, filth and refuse from the Common Area and wash or sweep paved areas as required;

(c) maintain, repair, renew and replace such appropriate automobile parking area entrances, exits and directional signs, markers and lights in the Common Area as shall be reasonably required;

(d) clean Common Area lighting fixtures (but not those belonging to the premises of any occupants of the Building Areas of the Business Center) and relamp and reballast as needed, and illuminate the Common Area as required;

(e) maintain and repaint striping, markers and directional signs and repair and replace same as necessary to maintain in first-class condition;

(f) maintain and replace landscaping as necessary to keep such landscaping in a first-class, thriving condition;

(g) clean, maintain and replace signs in the Common Area (but not those of occupants), including relamping and repairs as needed;

(h) in the discretion of Declarant, employ any security personnel for the Common Area which may be necessary for the safe and orderly operation of the Business Center;

(i) maintain and keep in a sanitary condition any common use facilities, including, but not limited to, providing trash removal for the Common Area;

(j) clean, repair and maintain all utility systems that are located within or beneath the Common Area to the extent that the same are for the benefit of more than a single Parcel and are not cleaned, repaired and maintained by public utilities;

(k) repair any damage that occurs to the improvements on the Common Area;

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(l) any other items of repair, supplies and/or maintenance that may be needed from time to time to properly maintain said Common Area in a first-class manner;

(m) payment of any taxes or assessments on the Common Area which are delinquent and likely will result in a foreclosure sale on all or any portion of the Common Area;

(n) payment of all expenses associated with the operation and maintenance of the Common Area in conformance with Section 6.8 below;

(o) maintain the trash and rubbish removal services, and in the discretion of Declarant, determine respective costs to Owners based on use; and

(p) maintain the common private fire service water main serving all Parcels in a safe condition and in conformance with the standards of the Roseville Fire Department.

6.2 Common Area Insurance.

(a) Liability Insurance. To the extent available at commercially reasonable rates, the Maintenance Director shall obtain and maintain in effect a comprehensive policy of public liability insurance insuring the Owners and any respective Tenants of the Owners against any liability incident to the ownership or use of the Common Area, and including, if obtainable at a reasonable cost, a cross-liability endorsement insuring each Owner and Owner's Tenant against liability to each other insured. The limits of such insurance shall not be less than Two Million Dollars ($2,000,000.00), single limit of liability, for bodily injury (including death), personal injury and damage to property. The foregoing amount constitutes a minimum and is subject to increase pursuant to this Section.

(b) Property Insurance. To the extent available at commercially reasonable rates, the Maintenance Director shall carry insurance on the Common Area improvements with extended coverage, vandalism and malicious mischief endorsements in an amount that it deems reasonably prudent. The proceeds received from any losses covered by such insurance shall be utilized to offset the expenses of such repair and any additional proceeds shall be used to offset Common Area Expenses. The Maintenance Director shall, from time to time, also place such other insurance on the Common Area and in such amounts as the Maintenance Director shall reasonably determine to be necessary for the protection of the Owners.

(c) All insurance obtained pursuant to this Section shall be maintained for the benefit of all of the Owners and Tenants in the Business Center. As to each of said policies which will not be voided or impaired thereby, each of the Owners and Tenants hereby waive and release all claims against other Owners and Tenants with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said Owners or Tenants, but only to the extent of insurance proceeds received in compensation for such loss.

(d) The Maintenance Director shall annually review the amounts and types of the insurance it has obtained in light of inflation, practice in the County or any other factor which

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tends to indicate that either additional insurance policies or limits are necessary or desirable. If the Maintenance Director determines that increased coverage or additional insurance is reasonably appropriate, it shall obtain the same. All insurance obtained by the Maintenance Director shall be with an insurance company which has a rating of B+ or better in Best's Insurance Guide or its equivalent.

6.3 Common Area Taxes. Each Owner shall pay directly or cause to be paid directly to the tax collector when due, the real property taxes and other special taxes and assessments assessed against the portion of the Common Area owned by such Owner.

6.4 Maintenance Director. Declarant shall be the Maintenance Director of the Common Area until such time as Declarant no longer owns a Parcel within the Business Center and, in such capacity, Declarant shall have and is hereby given the full right and authority of operation, control and maintenance of the entire Common Area, including, but not limited to, execution of contracts, settlement of claims and discretion to select agents and employees. The Maintenance Director may, at its sole discretion, employ an agent to perform its obligations hereunder. In the event the Maintenance Director fails to reasonably perform the hereinabove stated work and services required for the operation, control and maintenance of the Common Area pursuant to the provisions of this Declaration, the Owners shall have the right to enter upon the Common Area, without being obligated to do so, to perform such work or furnish such services, provided the Owners have first given ninety (90) days' prior written notice to Declarant of their intention to so do and the Maintenance Director has not commenced to cure such failure to perform during that time.

6.5 Resignation of Maintenance Director. In the event that the Maintenance Director desires to resign, it shall provide to the Owners at least sixty (60) days' prior written notice of its resignation as the Maintenance Director. Such resignation shall not be effective until such time as a new Maintenance Director is appointed pursuant to this Section. The Owners (exclusive of Declarant) shall, within sixty (60) days of receipt of the notice of resignation, attempt to reach an agreement among themselves as to who shall assume the duties and obligations of the Maintenance Director. If such Owners cannot reach an agreement as to the appointment of a new Maintenance Director within such sixty (60)-day period, such Owners shall within five (5) days after the expiration of the sixty (60)-day period choose the Maintenance Director among themselves through a blind draw of a name, with the Owner whose name is drawn assuming the duties and obligations of the Maintenance Director for a term of not less than two (2) years. Thereafter, if a successor Maintenance Director desires to resign after performing its duties for a minimum of two (2) years, it shall provide to the Owners sixty (60) days' prior written notice of such intended resignation. The Owners shall within such sixty (60)-day period attempt to reach an agreement among themselves as to who shall assume the duties and obligations of the Maintenance Director, and failing such agreement the position of Maintenance Director shall rotate among the Owners. Nothing in this Section shall prevent any Owner who is acting as the Maintenance Director from contracting with a professional management firm to perform some or all of the duties as Maintenance Director, provided, however, that such Maintenance Director shall not be released from its obligations hereunder by so contracting.

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6.6 Transfer of Obligations of Maintenance Director. In the event that any Owner ceases to have the obligation to act as Maintenance Director hereunder, such Owner shall cease to have any liability or responsibility for any acts, events or circumstances occurring subsequent to and not as a result of its performance or non-performance of its duties hereunder while Maintenance Director. Any Owner succeeding to the duties and obligations of any Maintenance Director shall have all of the rights, powers and privileges of the Maintenance Director upon such Owner's succession as Maintenance Director and written agreement to assume and perform such duties and obligations. At any time there exists a vacancy in the office of Maintenance Director, each Owner shall maintain its Parcel as required by this Declaration at such Owner's sole cost and expense.

6.7 Authority. The Maintenance Director is hereby authorized to employ, direct personnel and/or contract for and pay for, on behalf of the Owners in the Business Center, all of the items enumerated as maintenance obligations in this Declaration, plus an administrative fee of fifteen percent (15%) of such expenses to cover administrative/overhead costs, plus Maintenance Director's actual and reasonable travel expenses. Except for receipt of such service fee, Maintenance Director agrees to operate on a non-profit basis with the intent of keeping such expenses reasonable.

6.8 Payment of Common Area Expenses.

(a) Payment by Maintenance Director. Except as otherwise provided herein, all costs and expenses incurred by the Maintenance Director in the operation and maintenance of the Common Area under this Declaration shall be paid directly by the Maintenance Director promptly and prior to delinquency. Each other Owner shall reimburse the Maintenance Director for such Owner's Proportionate Share of Common Area Expenses paid by the Maintenance Director in the manner and at the times hereinafter specified.

(b) Annual Budget. On or before December 15 of each year, the Maintenance Director shall submit to each of the other Owners an annual budget of the Common Area Expenses for the following calendar year (the "**Budget Year**"). Each Owner shall have the right to provide comment to the Maintenance Director regarding said budget. The Maintenance Director may adjust the budget from time to time during the Budget Year upon ten (10) days' notice to the Owners.

(c) Payment of Proportionate Share. Each Owner shall pay the Maintenance Director on a monthly basis one-twelfth (1/12th) of its Proportionate Share of the annual budget of the Common Area Expenses on or before the tenth day of each month.

(d) Major Common Area Expense. Notwithstanding anything to the contrary contained in this Article, in the case of a Major Common Area Expense, the Proportionate Share of such cost may be billed by the Maintenance Director to the Owners in advance of the Maintenance Director incurring such expense and shall be due and payable within ten (10) days after the date the Maintenance Director has notified an Owner. In addition to setting forth the Proportionate Share due from the other Owners, this statement shall contain an appropriate description of the Major Common Area Expense, an itemization of all costs and expenses

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incurred by the Maintenance Director for the Major Common Area Expense and the summary of the totals of all such costs and expenses.

(e) Proportionate Share. The Maintenance Director may, from time to time, adjust the Proportionate Shares to reasonably reflect allocation of expenses in conjunction with any changes in the Building Areas in the Business Center.

(f) Itemized Statement. Within one hundred twenty (120) days after the close of each Budget Year, the Maintenance Director shall deliver to each party, a complete and itemized statement, certified by the Maintenance Director or a representative of the Maintenance Director, of the actual Common Area Expenses for the prior Budget Year. The failure to deliver such statement within such time period shall not act as a waiver. In the event any party shall have paid more than its Proportionate Share, the Maintenance Director shall credit the amount in excess of its Proportionate Share to the next payment then due by the Owners hereunder. Should any Owner have paid less than its Proportionate Share during said preceding Budget Year, then in that event, the Owner so paying less than its Proportionate Share shall, within thirty (30) days following the receipt of such statement, pay to the Maintenance Director the deficiency in its Proportionate Share. The Maintenance Director shall maintain complete books, invoices and records in accordance with generally accepted accounting principles and in such a manner as to accurately cover and reflect separately all costs incurred for the maintenance, repair and operation of the Common Area and all items affecting or entering into determination of the respective Proportionate Share of each party for each Budget Year and shall keep the same for a period of one (1) year after the end of such Budget Year.

(g) Audit. Each Owner shall have the right, exercisable upon no less than ten (10) business days' prior written notice to Declarant, to make one audit, as to each Budget Year, of such books, invoices and records as are relevant to any such statement or statements. In the event that any audit shall disclose any error in the determination of the Proportionate Share of any Owner or Owners, appropriate adjustment and payment or reimbursement, as the case may be, shall promptly be made between the Owner and Maintenance Director to correct such error. In addition, if any such audit shall disclose an error resulting in a decrease of four percent (4%) or more of the Proportionate Share of such Owner, Maintenance Director shall promptly reimburse the Owner undertaking such audit, for the reasonable cost of such audit, which reimbursement shall not be charged to the Common Area Expenses. If an Owner does not exercise such audit right within one hundred eighty (180) days after receipt from the Maintenance Director of the itemized statement for the previous Budget Year, such itemized statement shall be deemed approved by such Owner.

6.9 Alternative Provisions. If for any reason the provisions of Article VI become unenforceable, each Owner agrees to provide public liability insurance for the portion of its Parcel designated as Common Area and shall provide all appropriate maintenance and payment thereof necessary to keep the Common Area portion of its Parcel neat, clean, and in an attractive condition and at all times maintained in a first-class state of repair and in accordance with laws, rules, ordinances and regulations of any governmental authority having jurisdiction thereover and in conformity with other first-class shopping centers in the County.

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6.10 Extraordinary Utility and Service Charges. If any Owner or Tenant shall use any utility or service, the cost of which is charged through the Common Area Expenses in quantities which are disproportionate to the size of its Building Area or other basis on which the cost is allocated among the Building Areas, then the Maintenance Director may estimate the amount of such disproportionate use, deduct such excess costs from the costs apportioned to the Owners by the regular assessment, and charge such excess directly to the Owner responsible for the disproportionate use by a special assessment, which shall be due and payable within thirty (30) days. In addition, such special assessment may include the additional maintenance costs reasonably estimated by the Maintenance Director to be incurred over the next twelve (12) calendar months.

6.11 Extinguishment Agreement. Original Declarant currently owns Common Area Parcels A and B, but plans to transfer these Parcels to the City. Effective upon such transfer, Common Area Parcels A and B shall be excluded from the definition of Common Areas and shall no longer be subject to this Declaration.

ARTICLE VII
Building Maintenance and Insurance

7.1 Maintenance. Each Owner of a Parcel in the Business Center shall perform the necessary upkeep, repair, renewal and maintenance of the interior and exterior of its Buildings and other improvements located in the Building Area of each Parcel to ensure that the Buildings in the Business Center and each part thereof are maintained in a first-class manner and retain at all times the appearance of a first-class business/shopping center. Such upkeep, repair, renewal and maintenance shall include any canopies, awnings or overhangs on the exterior of the Buildings, whether or not extending into the Common Area.

7.2 Insurance and Reconstruction. Each Owner shall carry fire insurance with extended coverage, vandalism and malicious mischief endorsements upon all Buildings located in the Building Area upon its Parcel to one hundred percent (100%) of the full replacement cost thereof. The loss, if any, covered by such insurance shall be paid to the respective Owner unless payment of all or a portion of said insurance is required to be made to a mortgagee, deed of trust beneficiary or leaseback lessor, as its interest may appear. Each Owner shall have the power to adjust and settle any loss with its insurer. In the event of any damage to or destruction of any Building in the Building Area of a Parcel from any cause insured against by the insurance required hereunder, the affected Owner shall repair any such damage or destruction and reconstruct the Building in accordance with the concept of an integrated Business Center and the provisions of this Declaration. The affected Owner shall commence restoration and reconstruction as herein provided as soon as possible after receipt of or availability of the insurance proceeds and shall use all due diligence to repair or reconstruct within a reasonable period of time thereafter. If the loss is not insured against by the Owner, the Owner shall either rebuild in the manner and on the above conditions provided for an insured loss or promptly remove the damaged or destroyed Building, placing the Building Area of such Parcel in a clean and neat condition. In such event, the location where such Building had been located shall be treated for maintenance purposes as a portion of the Common Area and shall be maintained by

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the Maintenance Director as such until rebuilt. Nothing in this Declaration shall relieve an Owner of any obligation to a lender to maintain insurance or apply insurance proceeds as set forth in a mortgage, deed of trust or other agreement in favor of such lender. In the event of any inconsistency between this Declaration and such mortgage, deed of trust or other agreement with respect to insurance requirements or application of insurance proceeds, the terms of such mortgage, deed of trust or other agreement shall control.

ARTICLE VIII
Easements

8.1 Access Easements. Each Owner, as grantor, hereby grants to each other Owner for the benefit of the other Owner, its successors, assigns, Tenants, customers and invitees, and the customers and invitees of such Tenants, and for the benefit of the Parcel or Parcels belonging to each other Owner, as grantee, the following:

(a) A non-exclusive easement for ingress and egress by vehicular and pedestrian traffic and vehicle parking upon, over, and across all portions of the Common Area lying within the grantor's Parcel or Parcels, to the extent such area is intended for each such use.

(b) Non-exclusive easements under, through and across that portion of the Common Area within the grantor's Parcel or Parcels for the installation, maintenance, removal and replacement of water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones or electrical conduits or systems, gas mains and other utilities and service easements utilized for the benefit of any Parcel. All such systems, structures, mains, sewers, conduits, lines and other utilities shall be installed and maintained below the ground level or surface of the Business Center, except where the particular utility involved is not amenable to being placed underground (such as, but not limited to, transformers and risers). In the event that it is necessary for any party hereto to cause the installation of a utility of the type permitted herein across that Common Area subsequent to the initial paving and improving of the Common Area, the Owners agree not to unreasonably withhold the granting of an additional easement or easements (including, but not limited to, temporary easements), provided that the grant thereof does not unreasonably interfere with the normal operation of any business in the Business Center and no affirmative monetary obligation is imposed upon the grantor.

8.2 Utilities. All storm drains, utility lines, transformers and meters of each Owner, their successors, assigns and Tenants shall be maintained in a safe condition by the Owners thereof, except to the extent they are maintained by the Maintenance Director pursuant to this Declaration. No grantee of a utility easement under this Article shall, in the use, construction, reconstruction, operation, maintenance or repair of any storm drains, utility lines, transformers and meters, in any way interfere, obstruct or delay the grantor of said easements, business or the public access to and from said business or interfere with, obstruct or delay in any way the receiving of merchandise by said grantor. The common private fire service water main shall be maintained in a safe condition in conformance with the standards of the Roseville Fire Department by each Owner, except to the extent it is maintained by the Maintenance Director pursuant to this Declaration.

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8.3 Minor Encroachments. In addition to the foregoing and in connection with the work performed within the Building Areas, the Owners agree that incidental encroachments upon the Common Area may occur as a result of the use of ladders, scaffolding, storefront barricades and similar facilities resulting in temporary obstruction of portions of the Common Area, all of which are permitted hereunder so long as their use is kept within reasonable requirements of construction work expeditiously pursued. Common Area may be utilized for ingress and egress of vehicles transporting construction materials, equipment and persons employed in connection with any work provided for herein and temporary storage of material and vehicles being utilized in connection with such construction, subject to all of the other terms in this Declaration.

8.4 Restrictions. Except during material construction on the Parcels and then only to the extent reasonably necessary, no walls, fences or barriers of any sort or kind shall be constructed or maintained in the Business Center, or any portion thereof, by an Owner which shall prevent or impair the use or exercise of any of the easements granted herein, or the free access and movement, including, without limitation, of pedestrian and vehicular traffic between the various Parcels, provided, however, reasonable controls as may be necessary to guide and control the orderly flow of traffic and pedestrians may be installed so long as access driveways to the parking area in the Business Center are not closed or blocked and the traffic circulation pattern of the Common Area is not changed or affected in a substantial way. Any such changes shall require the prior written consent of Declarant.

ARTICLE IX
Approval of Owner; Deemed Approval

Except as otherwise specifically provided for in this Declaration, all consents or approvals under this Declaration shall not be unreasonably withheld or delayed. In the event any Owner having a right of approval hereunder fails to give such approval or specific grounds for disapproval in writing within thirty (30) days after delivery of a written notice requesting such consent or approval or earlier, if a shorter time period is agreed upon, said Owner shall be deemed to have given its approval to such request.

ARTICLE X
Covenants Regarding Business Center Operation

10.1 Nuisances. Except as expressly permitted hereunder, no party shall use or permit the use of its Parcel, or any portion thereof: (i) for the conduct of any offensive, noisy or dangerous trade, business, manufacturing activity or occupation, including, without limiting the generality of the foregoing, burning of trash, refuse or waste materials, (ii) for the maintenance of any nuisance or the conduct of any activity which violates public policy, (iii) for any activity which physically interferes with the business of any other Owner or occupant of a Parcel, (iv) in violation of any law, ordinance, rule or regulation of any governmental authority having jurisdiction over the Business Center or any portion thereof, (v) for any "sidewalk sales," sales

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outside the exterior walls of any Building in any Building Area, display of merchandise in the Common Area or any similar use except in areas specifically approved for such purpose by Declarant in writing (which approvals may be arbitrarily or unreasonably withheld within the sole discretion of Declarant), or as otherwise approved by Declarant for Business Center promotions or (vi) for any other unreasonable use of its Parcel not compatible with the operation of a first-class retail and commercial business center with a balanced and diversified grouping of retail stores, merchandise and services, well-maintained in accordance with the standards of this Declaration, including, without limitation, advertising media which can be heard or experienced from the exterior of any Building or other improvement from which it emanates, such as search lights, loud speakers, phonographs, radios or televisions.

10.2 Certain Promotions. Declarant may conduct promotions in the Common Area upon the terms and conditions herein specified. All promotions shall be conducted: (i) in good taste, adhering to the standards of a first-class business center, (ii) so as not to interfere with the use of or access to the entrance of any Building, (iii) so as not to impede or interfere with circulation of pedestrians within the Common Area or the use by users of the Common Area and ingress and egress to store entrances located within the Building Areas and (iv) shall be of such duration and of such frequency in numbers so as not to unduly interfere with the normal operation of the Business Center.

10.3 Rules and Regulations. Declarant may, from time to time, adopt reasonable rules and regulations pertaining to the use of all Common Area by occupants and users, provided, however, that all such rules and regulations and other matters affecting occupants and users shall apply equally and without discrimination. Neither Declarant nor the Maintenance Director shall be liable or responsible to any Owner or Tenant for the non-performance by any other Owner or Tenant of any such rules and regulations.

10.4 Vehicles. No vehicles or recreational vehicles or equipment shall be permitted to remain upon the Property overnight without the prior written approval of Declarant. No automobile, recreational vehicle or equipment or commercial vehicle or any other motorized vehicle may be stored, dismantled, rebuilt, repaired, serviced or repaired within the Business Center. The foregoing restrictions shall not be deemed to prevent temporary parking for loading or unloading vehicles or to preclude such vehicles from using the Business Center as invitees for retail Business Center purposes. As used in this Section, "recreational vehicle or equipment" shall include, without limitation, trailers, boats and campers.

10.5 Unsightly Items. All weeds, rubbish, debris or unsightly material or objects of any kind shall be regularly removed from the Building Areas and shall not be allowed to accumulate thereon. All refuse containers, trash cans, wood piles, storage areas, machinery and equipment shall be prohibited upon the Business Center, except in accordance with the Declarant's prior written approval or as expressly permitted in this Declaration.

10.6 Antennas and Other Roof Structures. No television, radio or other electronic towers, aerial antennas or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall be erected constructed, placed or permitted to remain on the Business Center, unless the same be below the roof line of the

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Building and not easily visible to the neighboring Tenants and Owners or unless the same be contained within a Building or underground conduit or appliances or installations on exterior roofs of structures including, without limitation, air conditioning equipment, rooftop type turbine ventilators, attic ventilators or solar panels (except to the extent that limitations on the construction or use thereof is prohibited by law) or unless the same have been approved in writing by Declarant.

10.7 Window Coverings. Standard window coverings such as curtains, drapes, shutters or blinds may be installed as window covers. All window coverings, including all window advertising, must be in conformance with the Woodcreek Plaza Design Review Approval, as approved by the City of Roseville Design Review Committee. No window shall be covered with aluminum foil, newspaper or other materials not designed for use as a window covering without Declarant's prior written approval. Window covering within the Strauch Parcel, including all window advertising, must be in conformance with Strauch Arco Design Review Approval.

ARTICLE XI
Not a Public Dedication

Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Business Center to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed. The right of the public or any person to make any use whatsoever of the Business Center or any portion thereof (other than any use expressly allowed by a map, declaration, deed or dedication recorded with the County Recorder) is by permission and subject to control of the Owner. Notwithstanding any other provisions herein to the contrary, Declarant may periodically restrict ingress to and egress from the Business Center in order to prevent a prescriptive easement from arising by reason of continued public use.

ARTICLE XII
Indemnity

12.1 Building Area Indemnity. Each Owner shall indemnify, defend and hold the other Owners harmless from and against all claims, expenses, liabilities, losses, damages and costs, including any actions or proceedings in connection therewith and including reasonable attorneys' fees and costs, incurred in connection with, arising from, due to or as a result of the death of or any accident, injury, loss or damage, howsoever caused, to any person or loss or damage to the property of any person as shall occur in or about the Building Area located on each Owner's Parcel, except to the extent the same is paid by any insurance proceeds provided for by this Declaration.

12.2 Common Area Indemnity. Each Owner shall indemnify, defend and hold the other Owners harmless from and against any and all claims, expenses, liability, loss, damage and costs, including any actions or proceedings in connection therewith and including reasonable

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attorneys' fees, incurred in connection with, arising from, due to or as a result of the death of or any accident, injury, loss or damage, howsoever caused, to any person or loss of or damage to the property of any person as shall occur in or about the Common Area located on each Owner's respective Parcels, except claims resulting from the negligence or willful act or omission of the indemnified Owner. Notwithstanding any of the provisions of this Section to the contrary, each Owner hereto waives any right of recovery against the other Owners for any loss, damage or injury to the extent the same should have been or is covered by insurance required by this Declaration.

12.3 Hazardous Substance Indemnity. In the event that the Owner of any Parcel or its Tenants, agents or employees cause or permit Hazardous Substances to become located in, on, under or about any of the other Parcels, such Owner agrees to take all necessary steps at its expense to investigate, cleanup, remediate and remove said Hazardous Substances and to defend, indemnify and hold free and harmless the other Owners and Tenants in the Business Center from and against all losses, damages, liabilities, costs or expenses (including, but not limited to, investigation, cleanup, removal and remediation costs and expenses), fines, penalties, court costs and attorneys' fees and all other such sums which such Owners or Tenants may reasonably pay or become obligated to pay as a result of any, all and every demand, claim, assertion of liability, action or proceeding arising out of the presence of said Hazardous Substances, provided, however, the foregoing hold harmless indemnification and defense provisions shall not be enforceable by any Owner, Tenant, agent or employee who is responsible for causing or permitting the Hazardous Substances to become located in the Business Center. All investigation, cleanup, remediation and removal shall be done only in accordance with and to the extent required by applicable law. In the event that the investigation, cleanup, remediation or removal of Hazardous Substances is required in the Business Center, each Owner hereby grants to each other Owner temporary access to its Common Area for the purpose of investigating, cleaning up, remediating or removing Hazardous Substances, provided, however, that such activities will be performed in such manner as to minimize the intrusion and inconvenience caused on the other Owner's Parcels. This provision shall survive the termination or revocation of this Declaration.

ARTICLE XIII
Covenants Run with the Land

All of the provisions, agreements, rights, powers, covenants, conditions and obligations contained in this Declaration shall be binding upon the Owners, their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, Tenants and all other persons acquiring any Parcel in the Business Center, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the Owners and their respective heirs, successors and assigns. All of the provisions of this Declaration shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including, but not limited to, Section 1468 of the California Civil Code. It is expressly acknowledged that each covenant to do or refrain from doing some act on each Parcel hereunder: (i) is for the benefit of each other Parcel and is a burden upon each other Parcel, (ii) runs with each Parcel and (iii) shall be binding

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upon each successive Owner during its ownership of each Parcel, or any portion thereof, and each person having any interest therein derived in any manner through any Owner of any Parcel, or any portion thereof, and shall benefit each Owner and its Parcel.

ARTICLE XIV
Assignment of Declarant's and Maintenance Director's Rights, Powers and Obligations

Except as otherwise provided herein, any or all of the rights, powers, reservations and obligations of Declarant and/or the Maintenance Director herein contained may, at the option of Declarant and/or the Maintenance Director, as applicable, be assigned at any time to any Owner upon the making of a written assignment under this Section and the consent of such assignee to accept such assignment and to assume the duties of Declarant and/or the Maintenance Director, as applicable hereunder. Such assignee shall, to the extent of such assignment, have the same rights, powers, reservations and obligations as Declarant and/or the Maintenance Director, as applicable hereunder, and the assignor shall be relieved of same. At such time as Declarant no longer owns any of the Property or if at any time Declarant ceases to exist and has not made an assignment pursuant to the provisions of this Section, a successor to Declarant may be appointed by the Owners of all of the Buildings within the Property representing seventy-five percent (75%) or more of the Building Area.

ARTICLE XV
Duration, Amendment and Termination

15.1 Duration of Restrictions. This Declaration shall run with the land and continue and remain in full force and effect at all times with respect to any and all real property now or hereafter made subject to this Declaration (subject, however, to Section 15.2 below) for the term of thirty (30) years following the date this Declaration is recorded. Unless an instrument expressly terminating this Declaration is recorded with the County Recorder within one (1) year prior to the expiration hereof signed by the Owners of not less than seventy-five percent (75%) of the Building Area, then this Declaration, in its then existing form, shall be continued automatically without any further notice for an additional period of ten (10) years and thereafter for successive periods of ten (10) years unless within one (1) year prior to the expiration of any such period this Declaration is terminated as set forth above.

15.2 Amendment and Termination. This Declaration or any provision, covenant, condition, restriction, limitation or agreement contained herein, may be modified, amended, revoked or terminated, only upon the written consent of the Owners of not less than seventy-five percent (75%) of the Building Area. No such modification, amendment, revocation, termination or extension shall be effective until a proper instrument in writing describing such modification, amendment, termination or extension has been executed by the requisite percentage of Owners and recorded with the County Recorder.

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ARTICLE XVI
Miscellaneous

16.1 Severability. If any clause, sentence or other portion of this Declaration shall become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.

16.2 Enforcement and Remedies.

(a) If any Owner of any portion of the Business Center shall, during the term of this Declaration, breach or threaten to breach any covenant, duty or obligation set forth in this Declaration, including, but not limited to, any payments due under this Declaration for Common Area Expenses or the Merchants' Association, and if at the end of thirty (30) days after receipt of written notice from any other Owner of a portion of the Business Center, stating with particularity the nature and extent of such default, the defaulting Owner has failed to cure such default, or if a diligent effort is not then being made to cure such default, then another Owner shall, in addition to all other remedies it may have at law or in equity, have the right to perform such obligations of this Declaration on behalf of such defaulting Owner, and be reimbursed by such defaulting Owner for the cost thereof, together with interest at the maximum rate allowed by law. Any such claim for reimbursement, together with interest as aforesaid, shall be a secured right, and a lien therefor may attach to the Parcel owned by the defaulting party effective upon recording of a notice of claim of lien with the County Recorder, stating the amount due, the name of the Owner, and the legal description of the Parcel owned by such defaulting Owner. Such lien shall be subordinate to any mortgage or deed of trust now or hereafter covering any portion of the Business Center and any purchaser at any foreclosure or trustee's sale (as well as any grantee by deed in lieu of foreclosure or trustee's sale) under any such first mortgage or deed of trust shall take title free and clear form any such then existing lien, but otherwise subject to the provisions of this Declaration. The failure of Declarant to insist in any one or more cases upon the strict performance of any of the promises, covenants, conditions, restrictions or agreements of this Declaration shall not be construed as a waiver or relinquishment for the future breach of such provisions.

(b) No breach of this Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect in any manner, any other rights or remedies which such Owner, or any Tenant, may have hereunder by reason of any breach of this Declaration. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but such covenants or restrictions shall be binding upon and effective against such Owner of any of said property or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

(c) In the event any Owner fails or refuses, at any time, to pay his or its share of any costs payable hereunder when due, then legal action may be instituted against the defaulting party for reimbursement, plus interest at the rate equal to the prime rate or its equivalent announced by Bank of America, N. T. & S. A., as of the date of default, plus two percent (2%) per annum, but not to exceed the maximum non-usurious interest rate allowed

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by law. If any party defaults under this Declaration, any other party may institute legal action against the defaulting party for specific performance, declaratory relief, damages or other suitable legal or equitable remedy.

16.3 Court Costs. Should suit or legal action be instituted to enforce any of the foregoing terms, covenants, conditions, restrictions and encumbrances, then the losing party, in addition to any judgment, order or decree, agrees to pay the prevailing party its reasonable attorney's fees and costs.

16.4 Force Majeure. The Owners shall each comply with the time limitations set forth in this Declaration; however, said time limitations shall be extended for a period or periods of time equal to any period or periods of delay caused by strikes, lockouts, fire or other casualty, the elements or Acts of God, refusal or failure of governmental authorities to grant necessary approvals and/or permits for the construction of the Buildings or other improvements contemplated hereunder (the Owners agreeing to use reasonable diligence to procure the same) or other causes, other than financial, beyond their reasonable control.

16.5 Captions. The captions at the beginning of each paragraph of this Declaration are not part of and in no manner or way define, limit, amplify, change, or alter any term, covenant or condition of this Declaration. For the purposes of this Declaration, the neuter gender includes the feminine or masculine, and the singular number includes the plural, and the word "person" includes corporation, partnership, firm or association wherever the context so requires.

16.6 Successors; Mortgagee's Clause. This Declaration shall bind and inure to the benefit of the successors and assigns of the Owners and all future Owners of the Parcels. Notwithstanding any of the provisions of this Declaration, a breach of any of the conditions and/or restrictions under the provisions herein shall not defeat or affect or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but such restriction shall be binding and effective against any Owners of any of said property or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

16.7 Sale. It is agreed that if any Owner sells or conveys all or a part of the Business Center owned by it, then such sale or conveyance shall operate to release such Owner from any future liability under this Declaration with respect to the part of such Property thus sold or conveyed, but shall not be relieved of its obligations incurred prior to such sale or conveyance.

16.8 Exhibits. All exhibits attached to this Declaration are incorporated by reference herein and made a part hereof as though fully set forth herein.

ARTICLE XVII
Merchants' Association

Declarant may elect to form a non-profit Merchants' Association for the Business Center. In such event, each Owner or Tenant occupying space in the Business Center shall be a member of the Merchants' Association and pay the assessments imposed by the governing body of such

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Merchants' Association. Each member of the Merchants' Association will abide by the bylaws, rules and regulations of such Merchants' Association. The articles of incorporation and bylaws of the Merchants' Association shall be approved by the Declarant and shall be subject to amendment as provided in the bylaws. The objectives of the Merchants' Association shall be to encourage its members to deal fairly and courteously with their customers, to encourage ethical business practices and to assist the business of the Tenants by sales promotion and center-wide advertising. In the event of default in payment of such dues or the violation of the bylaws or rules and regulations of the Merchants' Association by a member, the Merchants' Association is authorized to exercise those rights and remedies against the defaulting member as set forth in Section 16.2 of this Declaration.

THIS DECLARATION is and shall be binding upon and shall inure to the benefit of each of the Owners and Tenants, administrators, executors and legal representatives.

Parcel 6:

WOODCREEK PLAZA LLC,
a California limited liability company

By: _____
Marcia Goldenfeld, Manager

Date: May 19, 2003

Parcels 1, 4, 5, 7, 8, A and B:

SIERRA WOODCREEK LLC,
a California limited liability company

BY: _____
Its: Managing Member

BY: Sierra Holdings, LLC, a California limited liability company, its Managing Member

By: _____
Its: Managing Member

Date: 5/15/03

By: _____
Its: Managing Member

Date: 5/15/03

STRAUCH BROTHER INCORPORATION,
a California corporation

By: _____
Name: _____
Title: _____

Date: _____

By: _____
Name: _____
Title: _____

Date: _____

Parcel 2:

_____
Dennis Roy Peterson, Trustee of The Peterson Revocable Living Trust dated 6-3-95

_____
Gayle Melinda Peterson, Trustee of The Peterson Revocable Living Trust dated 6-3-95

Date: _____

Parcel 3:

1263 Pleasant Grove Boulevard, LLC, a California limited liability company

By: _____
Name: _____
Title: _____

Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Strauch Parcel:

Parcel 1 as shown on Parcel Map filed for record on August 27, 1998 in Book 29 of Parcel Maps, at Page 80, Records of Placer County.

APN: 477-100-024

Peterson Parcel:

Parcel 2 as shown on Parcel Map filed for record on November 9, 2000 in Book 30 of Parcel Maps, at Page 36, Records of Placer County.

APN: 477-100-027

1263 Pleasant Grove Boulevard LLC Parcel:

Parcel 3 as shown on Parcel Map filed for record on November 9, 2000 in Book 30 of Parcel Maps, at Page 36, Records of Placer County.

APN: 477-100-028

Sierra Woodcreek LLC Parcels:

Parcels 1, 4, 5, 7, 8, A and B as shown on the Parcel Map filed for record on November 9, 2000 in Book 30 of Parcel Maps, at Page 36, Records of Placer County.

APN's: 477-100-26, 29, 30, 32, 33, 34 and 35

Woodcreek Plaza LLC Parcel:

Parcel 6 as shown on Parcel Map filed for record on November 9, 2000 in Book 30 of Parcel Maps, at Page 36, Records of Placer County.

APN: 477-100-031

STATE OF CALIFORNIA
COUNTY OF Sacramento

On May 15, 2003
before me, Erin Hom
a Notary Public in and for said State personally appeared
Patrick M. Gardner and Chris N. Vrame

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

WITNESS my hand and official seal.

ERIN HOM
COMM. # 1391608
NOTARY PUBLIC • CALIFORNIA
SACRAMENTO COUNTY
Comm. Exp. DEC. 24, 2006

Signature Erin Hom

(This area for official notarial seal)

STATE OF CALIFORNIA
COUNTY OF Sacramento

On May 15, 2002
before me, Erin Burress
a Notary Public in and for said State personally appeared *David T. Econome*

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

WITNESS my hand and official seal.

Signature Erin L



(This area for official notarial seal)

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On May 19, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Marcia Goldenfeld personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is 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 on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public in and for said State

00014545 Doc/9998.0100

MGC1 MARK GLODE COMM. # 1257700 NOTARY PUBLIC-CALIFORNIA LOS ANGELES COUNTY COMM. EXP. APRIL 18, 2004 MGC1

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Recording Requested by
City of Roseville

When Recorded Mail to:
City Clerk
City of Roseville
311 Vernon Street, Office #208
Roseville, CA 95678

PLACER, County Recorder
JIM MCCAULEY Co Recorder Office
DOC- 2000-0016456
Wednesday, MAR 15, 2000 08:06:57
NOC $0.00
Ttl Pd $0.00 Nbr-0000289607
lin/R5/1-11

REIMBURSEMENT AGREEMENT - Woodcreek Plaza/Foothills Boulevard Widening Project

REIMBURSEMENT AGREEMENT

Woodcreek Plaza/Foothills Boulevard Widening Project

THIS AGREEMENT is made and entered into this 1st day of March, 2000 by and between the City of Roseville, a municipal corporation, ("CITY") and Sierra Woodcreek, LLC, a California limited liability company. ("DEVELOPER"), and

WITNESSETH:

1. DEVELOPER is currently developing a project know as Woodcreek Plaza ("PROJECT"). CITY and DEVELOPER have agreed that DEVELOPER shall install certain Public Improvements in excess of those necessary to serve the PROJECT as a part of the Foothills Boulevard Widening Project.

2. The Public Improvements are as shown on Exhibit "A," attached hereto and incorporated herein by reference. DEVELOPER agrees to install such Public Improvements to the satisfaction of the Public Works Director/City Engineer of CITY. CITY shall accept and maintain such Public Improvements upon completion and inspection.

3. The parties agree that the reasonable value of DEVELOPER's excess contribution to the Public Improvements is one hundred thousand seventy-seven nine hundred sixty dollars ($177,960.00) ("REIMBURSEMENT AMOUNT") which shall be adjusted to include DEVELOPER's actual incurred costs. The parties' estimates of the REIMBURSEMENT AMOUNT are attached hereto as Exhibit "B." Actual costs shall reflect the contract costs,

include all permits and inspection fees, labor and maintenance costs and other related costs incurred by DEVELOPER prior to CITY's acceptance of the Public Improvements.

4. Upon acceptance, CITY shall pay in a single lump sum the REIMBURSEMENT AMOUNT as the same may be adjusted pursuant to Paragraph 3 above.

5. This Agreement shall not be construed to limit the right of CITY to enlarge, relocated, alter or extend the Public Improvements, nor shall it be construed as a grant to DEVELOPER of any right therein.

6. Each and every provision of this Agreement shall be binding and inure to the benefit of the successors in interest of the parties hereto.

7. Neither the General Fund, nor any other fund or monies of CITY, except for Roseville Traffic Mitigation Fees or similar traffic mitigation funds or accounts, shall be utilized for payment of any obligations arising from this Agreement. Neither the credit nor the taxing power of CITY is pledged for the payment of any obligations arising from this Agreement. CITY's obligations arising from this Agreement are not a debt of CITY, or a legal or equitable pledge, charge, lien or encumbrance upon any of its property, or upon any of its income, receipts or revenues.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. 00-80, adopted by the Council of the City of Roseville on the 1st day of March, 2000, and DEVELOPER has caused this Agreement to be executed.

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CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ALLEN E. JOHNSON
City Manager

ATTEST:

BY: _____
CAROLYN PARKINSON
City Clerk

APPROVED AS TO FORM:

BY: _____
MARK J. DOANE
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
LARRY D. PAGEL, PE.
Public Works Director/City Engineer

SIERRA WOODCREEK, LLC, a
California limited liability company

BY: _____
its: Managing member
David T. Econome

and

BY: _____
its: Managing Member
Patrick M. Gardner

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STATE OF CALIFORNIA
COUNTY OF Sacramento

On February 18, 2000
before me, D Erin Burress
a Notary Public in and for said State, personally appeared
David T. Econome and Patrick M. Gardner

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

WITNESS my hand and official seal.

ERIN BURRESS
COMM. # 1202932
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
COMM. EXP. NOV. 23, 2002

Signature

(This area for official notarial seal)

ERIN BURRESS
COMM. # 1202932
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
COMM. EXP. NOV. 23, 2002

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STATE OF CALIFORNIA)
: ss.
COUNTY OF PLACER)

On this 1 day of March in the year of 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Allen E. Johnson personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose names is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carolyn Parkinson
Notary Public in and for said State

CAROLYN PARKINSON
Commission # 1234248
Notary Public - California
Placer County
My Comm. Expires Oct 8, 2003

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AS FOLLOWS:

Title or Type of Document Reimbursement Agmnt. - Woodcreek Plaza

Date of Document 3.1.00

Acknowledgment - All Purpose

Exhibit "A"

Foothills Blvd Widening
By: Sierra Woodcreek, LLC

Widening work of Foothills Blvd starts at Station 68 + 20 and finishes at Station 67. The widening includes the following work:

1) Widening of Foothills Blvd. Adding an additional lane. Grading, compaction, Aggregate Base, Asphalt cap.
2) Expanding the Box Culvert over the South Fork of Pleasant Grove Creek to accommodate additional lane. Culvert construction includes damming and diversion of water during construction and erosion control. Demo existing Culvert and Wingwalls to accommodate new Culvert and Wingwalls. Construction of New Culvert and Wingwalls.
3) Meandering Sidewalk and sidewalk over the creek. Current sidewalk to be demolished to construct future meandering sidewalk.
4) Utility lines (Drainage, Water, Sewer, Gas, Electric, CATV, Phone). Pot-holing, protecting with cement cap where necessary and relocation where necessary.
5) Median in center of Foothills Blvd. Including sleeve for water line to median for future landscaping.
6) Curb and gutter along side of road and median.
7) Caltrans Guardrail along bridge over creek.
8) Remove existing street-light wiring and relocate.
9) Traffic Control
10) Erosion Control
11) Construction Staking
12) Striping and Signage. Striping extends from Station 68 + 20 to Station 47 on Foothills Blvd. (MacAnally Way.)
13) Soft costs, including Engineering, State and Federal Regulatory approval for Creek Crossing, Studies and reports to State and Federal Regulatory Agencies, Plan Check Fees, Administrative Expenses, Construction Management and Contractor's General Conditions.
14) Contingency of 10%

Exhibit "B"

Woodcreek Plaza **12/7/99**
Budget for Foothills Blvd. Widening
From Property boundary through Creek

	Hard Costs		Cost
1	Site Clearing and Demo	$	3,000
2	Traffic Control	$	800
3	Grading (incl. Street, landscape, sidewall and culvert	$	1,200
4	Remove Type 2 C & G	$	480
5	Remove 8' wide concrete sidewalk	$	450
6	Remove detached 5' wide AC sidewalk	$	300
7	Dam and Pump Water @ Culvert	$	6,000
8	Pothole for telephone, gas and waterlines	$	3,500
9	Cap Telephone, Gas and Cable TV	$	7,200
10	Asphaltic Concrete 6"	$	3,150
11	Aggregate Base, 20"	$	4,200
15	8' wide Concrete Sidewalk, 6" thick	$	3,840
16	Type 2 curb & gutter	$	1,440
17	Type 2 median curb	$	2,520
18	Type 1 median curb with cobbles	$	1,620
19	Caltrans guardrail	$	4,000
20	Box Culver with Wingwalls	$	67,000
21	Striping and signage	$	2,000
22	Erosion Control	$	1,500
23	Tree Mitigation Fee	$	1,350
24	Concrete and Rebar Testing and Inspection	$	2,298
25	Construction Staking	$	1,500
26	Soils Testing	$	1,085
27	**Sub-Total Hard Cost**	**$**	**120,433**
28	Contractor's General Conditions 6%		7,225.98
29	Construction Management 8%		9,634.64
30	**Total Hard Costs**	**$**	**137,294**

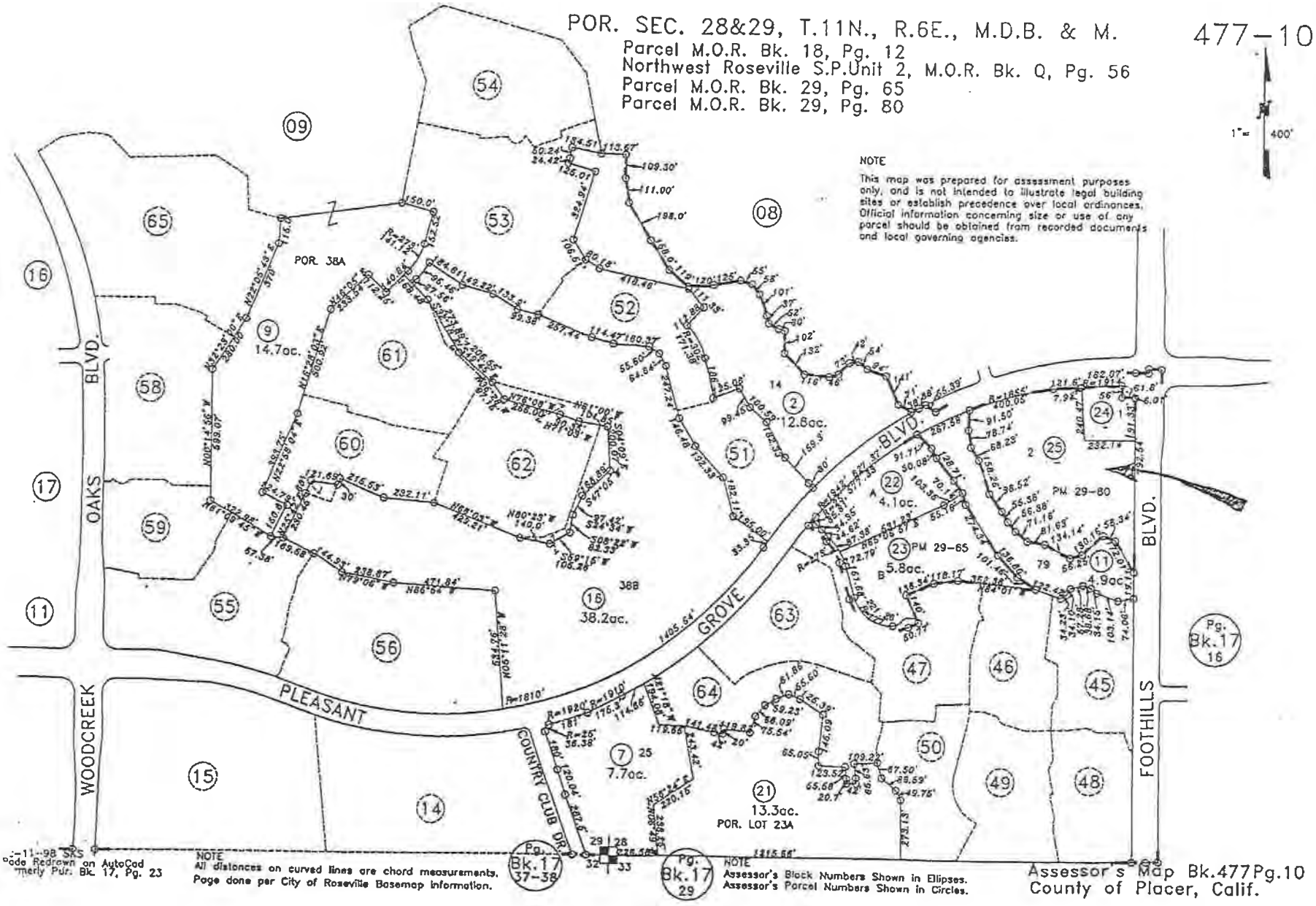
	Soft Costs		
1	CA Regional Water Quality Control	$	500
2	CA Department of Fish and Game 1603 Agreement	$	880
3	Jeff Glazner Nationwide 14 Delineation Preparation & Submittal	$	1,000
4	Radman Aerial Photograph of Pleasant Grove Creek	$	108
5	Wood Rogers Engineering	$	14,000
6	City Plan Check Fees	$	500
7	Administrative Expenses	$	7,500
8	**Total Soft Costs**	**$**	**24,488**
1	**Sub-total Project Costs**	**$**	**161,781**
2	*Contingency 10%*		*16,178.14*
3	**Total**	**$**	**177,960**

Exhibit "C"

Sierra Woodcreek, LLC, a California Limited Liability Company

Parcel 2 as shown on Parcel Map filed for record on August 27, 1998 in Book 29 of Parcel Maps, at Page 80, records of Placer County.

APN: 477-100-025



Case: 24-10715 Doc# 192-20 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 165 of 410

RESOLUTION NO. 00-80

APPROVING A REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SIERRA WOODCREEK, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a reimbursement agreement regarding Foothill Boulevard Widening Project, between City of Roseville and Sierra Woodcreek, LLC, been reviewed by the Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this 1st day of March, 20 00, by the following vote on roll call:

AYES COUNCILMEMBERS: Earl Rush, Dan Goodhall, Claudia Gamar, Randolph Graham, Harry Crabb

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None

MAYOR

ATTEST:

City Clerk

The foregoing instrument is a correct copy of original on file in the City Clerks Department

ATTEST:
City Clerk of the City of Roseville, California

DEPUTY CLERK

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Exempt from recording fees
pursuant to Govt. Code 27383

Recording Requested by
City of Roseville

When Recorded Mail to:
City Clerk
City of Roseville
311 Vernon Street, Office #208
Roseville, CA 95678

PLACER, County Recorder
JIM MCCAULEY Co Recorder Office
DOC- 2000-0019057
Friday, MAR 24, 2000 08:04:00
NOC $0.00
Ttl Pd $0.00 Nbr-0000292889
slc/R5/1-17

Transportation Systems Management (TSM) Agreement - Woodcreek Plaza

DN

RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:

City Clerk
CITY OF ROSEVILLE
311 Vernon Street, Room 208
Roseville, CA 95678

TRANSPORTATION SYSTEMS MANAGEMENT (TSM) AGREEMENT

Project: Woodcreek Plaza

THIS AGREEMENT is entered into this 15th day of March, 2000, by and between the City of Roseville, a municipal corporation ("CITY"), and Sierra Woodcreek, LLC, a California limited liability company ("LANDOWNER"), and

W I T N E S S E T H:

WHEREAS, LANDOWNER is the owner in fee of certain real property located within the City of Roseville ("the Property"), which real property is described more fully in Exhibit "A", attached hereto and incorporated herein by this reference, and

WHEREAS, LANDOWNER has applied to CITY for its permission to utilize the Property for: Woodcreek Plaza ("the Project"), and

WHEREAS, pursuant to Chapter 11.33 of the Municipal Code of the City of Roseville relating to Transportation Systems Management ("the TSM Ordinance"), the Transportation Commission of the City of Roseville has approved a Transportation Systems Management Plan

for the Project ("the Plan"), which Plan is attached hereto marked as Exhibit "B" and is incorporated herein by this reference, and

WHEREAS, as a condition of approval of the Project, and pursuant to the TSM Ordinance, LANDOWNER is required to enter into a Transportation Systems Management Agreement setting forth its obligations to comply with the Plan, and causing the obligations to become covenants running with the Property,

NOW, THEREFORE, the parties agree as follows:

1. This Agreement shall be recorded and shall run with the Property, and shall bind LANDOWNER and his successors-in-interest, heirs and assigns.

2. No change, modification, revision or alteration of the Plan shall be made without the prior review and approval of CITY, as provided for in the ordinances, rules and regulations of CITY.

3. LANDOWNER agrees to proceed in good faith and in a reasonable and diligent manner to implement the provisions of the Plan in accordance with its terms and conditions.

4. The provisions of this Agreement shall be reviewed by CITY on at least a triennial basis as set forth in the TSM Ordinance. At that time, LANDOWNER shall be required to demonstrate compliance with the terms of this Agreement and the Plan. If, as a result of such periodic review, CITY finds and determines that LANDOWNER has not complied in good faith with the terms and conditions of this Agreement or the Plan, CITY may declare a default of this Agreement. CITY shall give LANDOWNER a written notice of the default, after which LANDOWNER shall cure the default within one year. If LANDOWNER fails to cure the default

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to CITY's satisfaction within that period, CITY may seek enforcement and/or damages pursuant to paragraph 5 of this Agreement.

Performance by LANDOWNER shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, or enactment of conflicting state or federal laws or regulations.

Any lease of the Property or any portion thereof by LANDOWNER to a third party shall incorporate by reference this Agreement, and shall provide for compliance by said lessee of a proportionate share of the obligations set forth in the Transportation Systems Management Plan; provided, however, that breach of any such lease term shall be an issue solely between LANDOWNER and the lessee, and that LANDOWNER shall remain ultimately responsible for compliance with the Agreement as long as LANDOWNER remains owner of the Property. LANDOWNER shall provide a fully executed copy of this Agreement to such Lessee third party.

5. LANDOWNER acknowledges that default or breach of this Agreement, or a failure to comply with the Plan, will cause large, but immeasurable damage to CITY and to its residents, in the form of increased traffic congestion, increased air pollution, increased noise, and increased costs of maintenance for streets, and traffic system components. Any default or breach of this Agreement shall be considered a failure to comply with the TSM Ordinance of the City of Roseville. In addition, such default or breach shall subject LANDOWNER to any other remedies as CITY may have in law or equity. LANDOWNER expressly acknowledges that remedies for default or breach of this Agreement or failure to comply with the Plan include, but are not limited

to, modification or revocation of any use permits or other conditional entitlements previously granted for the Project.

6. Except as provided in paragraphs 2 and 5, this Agreement and the Plan may be amended or canceled in whole or in part only by mutual consent of the parties or their successors in interest. Any such amendments shall be recorded in the Office of the Placer County Recorder.

7. All notices required by this Agreement shall be in writing and delivered in person or sent by U.S. mail, first class postage prepaid. Notice shall be addressed as follows:

CITY	LANDOWNER
City TSM Coordinator Transportation Division City of Roseville 316 Vernon Street Roseville, CA 95678	David T. Econome Sierra Woodcreek, LLC 3600 American River Drive #105 Sacramento, CA 95864

Either party may change the address stated herein by giving notice in writing to the other party.

8. LANDOWNER shall defend, indemnify and hold harmless CITY, its officers, agents and employees from liability or claims for damage of any nature, including but not limited to personal injury, including death, or property damage, which may arise from or be connected with the direct or indirect operations, inaction, or actions of LANDOWNER or LANDOWNER's agents or employees, or third persons under LANDOWNER's control, arising out of or connected with LANDOWNER's compliance with this Agreement or LANDOWNER's implementation of the Plan, except to the extent such claims arise from CITY's sole, active negligence. The obligations of LANDOWNER include, but are not limited to, defense and indemnity of CITY in

any action challenging the validity of this Agreement or the Plan. The parties intend that the provisions of this paragraph shall be broadly construed.

9. LANDOWNER shall notify CITY in writing if any interest in the land and/or project is transferred. Said notice shall include the legal name of the new party(ies) and their current mailing address.

10. This Agreement shall be subject to and construed in accordance and harmony with the TSM and Zoning Ordinances of the City of Roseville as they now exist or may be hereafter amended.

11. If legal action is brought by either party against the other for breach of this Agreement or to compel performance of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

12. If any provision of this Agreement is held invalid, it shall be severed and not affect the validity of any remaining provisions.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has executed this Agreement in duplicate by its City Manager and LANDOWNER has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a municipal corporation

BY: _____
ALLEN E. JOHNSON
City Manager

LANDOWNER: Sierra Woodcreek, LLC

a California limited liability company

BY: _____
David T. Econome
Managing Member

Case: 24-10715 Doc# 192-20 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 172 of 410

ATTEST:

[NOTARIZATION REQUIRED]

BY: _____
CAROLYN PARKINSON
City Clerk

APPROVED AS TO FORM:

BY: _____
MARK J. DOANE
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
SUE SCHOOLEY
City TSM Coordinator

[ATTACHMENTS: Exhibit "A": Description of Real Property
Exhibit "B": Transportation Systems Management Plan]

STATE OF CALIFORNIA)
: ss.
COUNTY OF PLACER)

On this 15 day of March in the year of 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Allen E. Johnson personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose names is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carolyn Parkinson
Notary Public in and for said State

CAROLYN PARKINSON
Commission # 1234268
Notary Public - California
Placer County
My Comm. Expires Oct 8, 2003

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AS FOLLOWS:

Title or Type of Document TSM Agreement

Date of Document 3.10.2000

Acknowledgment - All Purpose

8

STATE OF CALIFORNIA
COUNTY OF Sacramento

On January 26, 2000
before me, J Erin Burress
a Notary Public in and for said State, personally appeared
David T. Econome.

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

WITNESS my hand and official seal.

ERIN BURRESS
COMM. # 1202932
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
COMM. EXP. NOV. 23, 2002

Signature Erin Burress

(This area for official notarial seal)

Exhibit "A"

Parcel 2 as shown on Parcel Map filed for record on August 27, 1998 in Book 29 of Parcel maps, at Page 80, records of Placer County. APN 477-100-025

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Exhibit "B"

TSM PLAN
Woodcreek Plaza
7450 Foothills Boulevard
(Southwest corner of Foothills Blvd. and Pleasant Grove Blvd.)

TRANSPORTATION SYSTEMS MANAGEMENT (TSM) PURPOSE

On May 7, 1999, the revised Transportation Systems Management (TSM) Ordinance became effective. The City of Roseville adopted the TSM Ordinance and established the TSM Program for the following purposes:

A. Reduce peak hour traffic circulation in the City of Roseville by reducing both the number of vehicular trips and the vehicular miles traveled that might otherwise be generated by home-to-work commuting by a minimum of twenty percent (20%).

B. Increase the efficiency of the existing transportation network and contribute to achieving Level of Service (LOS) C at intersections in the City of Roseville.

C. Reduce total vehicle emissions in the City of Roseville by reducing the number of vehicular trips that might otherwise be generated by home-to-work commuting.

D. Cooperate and coordinate with other cities, counties, communities and regional agencies in these endeavors.

E. Develop a program that secures the participation of local developers, businesses, institutions and public and private agencies to fulfill the purposes expressed herein.

TSM PLAN APPLICABILITY

The TSM Program shall be applicable to every Common Work Location and Major Common Work Location. Additionally, a TSM Plan shall be required as a condition of approval for all development projects, design review permits, tentative subdivisions and conditional use permits which are anticipated to employ fifty (50) or more employees at the Major Common Work Location. In addition, a TSM Plan shall be required for any existing development project that employees fifty (50) or more employees at the Major Common Work Location. Since Woodcreek Plaza will employ approximately 100 employees a TSM Plan is required and is presented below.

TSM PLAN AGREEMENT

Upon approval of the TSM Plan, the project owner shall enter into a written agreement with the City obligating the project owner to comply with the TSM Plan. Such agreement shall be recorded, run with the land and bind all successors in interest, and shall constitute an equitable

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servitude on the property. Where appropriate, the City may require the agreement to include a provision for enforcement, in the event of breach by the project owner or a successor in interest.

TSM PLAN IMPLEMENTATION

A. The Site TSM Coordinator shall implement the TSM Plan.

B. The City shall have the right to enter, upon giving reasonable advance notice, Woodcreek Plaza to provide information to the Major Project Controller or Site TSM Coordinator pertaining to the TSM Program. The City shall also have the right to reasonably enter Woodcreek Plaza for inspection of the property and for audit of survey records to determine compliance with a TSM Plan.

WOODCREEK PLAZA OPERATING CHARACTERISTICS

The TSM Plan for Woodcreek Plaza includes the following operating characteristics:

A. **Project Description**. The project was approved by the City with 51,292 square feet with a fast food restaurant (site alternative A) or 54,092 square feet with out a fast food restaurant but with additional medical offices (site alternative B).

The project was planned to cater to the needs of the surrounding neighborhood. The retail portion of the project is designed for neighborhood uses that will service the immediate market area. The office portion of the project is geared to offer services to the immediate market area. The plan includes medical offices uses and office space for professional services (real estate, accounting, legal, title, financial services and insurance). The City approved alternative plan changes Fast Food Pad A to a medical office building totaling 4,800 square feet. The most specialized portion of the project is the Daycare Site which includes 8,160 square feet.

A bus pad and transit shelter will be located on this project on Foothills Blvd. just south of the intersection.

B. **Employee Description**. Many of the approximately 100 jobs generated by the Woodcreek Plaza will represent secondary household employment by other than the primary wage earner. Most of the jobs will be modest-paying, hourly positions in the retail, medical office, day care, and restaurant fields. As a result, most of the employees will be expected to originate from the surrounding residential areas in Roseville and Rocklin, and to a lesser extent, in the communities of Citrus Heights, Granite Bay, Loomis and Antelope/North Highlands.

C. **Site Plan.** Please refer to appendix (A and B) for a site plan of Woodcreek Plaza site alternative A (with fast food) and site alternative B (with medical office) depicting the location of the required bicycle facilities and carpool spaces.

1. Bicycle Facilities. Twelve (12) Class II bicycle parking facilities, which is greater than five percent (5%) of the total number of employees on site during the maximum shift, shall be provided for employees who bicycle to work.

2. Preferential Carpool Parking. Ten (10) carpool spaces, which is ten percent (10%) of the total number of employee parking spaces as "Carpool Parking" shall be provided for employees carpool to work. The spaces shall be located for convenient access by the employee. The Site TSM Coordinator shall register carpoolers and shall be responsible for monitoring the use of such spaces.

D. **Site TSM Coordinator**. The following named person has been designated as the Site TSM Coordinator:

David Econome, Managing Member, Sierra Woodcreek, LLC
3600 American River Drive, Suite 105
Sacramento, CA 95864
(916) 974-3355
(916) 974-3390 (fax)
econ@pacbell.net

This information shall be updated and provided in writing to the City Transportation Coordinator during the triennial survey or at any time that there is a change in the Site TSM Coordinator.

SITE TSM COORDINATOR'S RESPONSIBILITIES

The Site TSM Coordinator's responsibilities shall include:

A. **Posting TSM Information**. Posting by the Site TSM Coordinator in a conspicuous place or places for employees, informational material provided by the City Transportation Coordinator, PCTPA, other regional rideshare agencies or prepared by the Site TSM Coordinator to encourage alternative transportation methods. Such informational material shall be kept current and may include, but is not limited to, the following:

1. Current schedules, rates, procedures for obtaining transit passes, and routes of public transit service to the Major Common Work Location.

2. Bicycle route maps.

3. Posters or flyers encouraging the use of ridesharing and referrals to sources of information concerning ridesharing.

4. Information regarding available services that will eliminate vehicle trips.

B. **Marketing the Commuter Rideshare Matchlisting Service**. Annually disseminating to all tenants and employees, or to new tenants and employees when hired, written information provided by the City Transportation Coordinator and/or other regional rideshare agencies regarding regional commuter rideshare match listing services.

C. **Promoting the Guaranteed Ride Home Program**. The Site TSM Coordinator shall promote the Guaranteed Ride Home Program. The program provides for the transportation of employees who use alternative transportation modes for home to work commuting in case of a personal, family or other major emergency. The program is designed to help employees get home, child's daycare or school. The Guaranteed Ride Home is a service provided by Placer County Transportation Planning Agency (PCTPA).

D. **Participating in Training Opportunities**. The Site TSM Coordinator will be invited to training events offered by the City's TSM Coordinator and/or PCTPA. These training events will include information and materials for promoting such programs as Spare the Air, Clean Air Month, National Bike Month, and information for implementing alternative transportation promotions. The City believes these training programs will be beneficial to the community and will help Site TSM Coordinators implement their TSM plans. Each Site TSM Coordinator or his/her designee is expected to attend a minimum of two (2) training events per year.

E. **Promoting alternative transportation opportunities**. In addition to the above programs, the Site TSM Coordinator, working in conjunction with the City Transportation Coordinator, shall encourage employers and employees to use alternative transportation. Such alternative transportation promotional opportunities include, but are not limited to, the following:

1. *In House Carpool Matching Service.* Conduct a survey of all employees in order to identify persons interested in being matched into carpools. Potential carpoolers are then matched by work address and shift. Such survey can be done on an annual basis and for all new employees interested in ridesharing.

2. *Telecommuting.* Telecommuting which allows employees to work periodically from their home or an off-site location close to home.

3. *Transit pass subsidy.* Promoting the use of public transportation by providing to employees on a monthly basis a transit pass subsidy to help offset the cost to the employee. The City Transportation Coordinator will work with the Site TSM Coordinator on promoting public transit and procuring passes.

4. *Vanpool program.* Promoting vanpooling to employees as a cost effective way to commute to work. The City Transportation Coordinator will work with the Site TSM Coordinator to help implement the vanpool program. Typically, the employees lease a van and the vanpool participants shall cover the operating costs for the van.

5. *Variable work hours.* Encouraging employers and employees to eliminate commute trips or relocate the commute trip out of the peak period through the use of:

    a) compressed work weeks (A work schedule for an employee which eliminates at least one round trip commute biweekly. For example, forty hours of work in four ten-hour days or a work plan that allows one day off every other week, known as the nine-eighty plan.);

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b) staggered work hours involving a shift in the set work hours of all employees at the workplace; and

c) flexible work hours involving individually determined work hours within guidelines established by the employer.

6. *Showers and lockers.* To help encourage bicycling as a viable commute transportation alternative, the Major Project Controller shall consider installing showers and lockers for their employees.

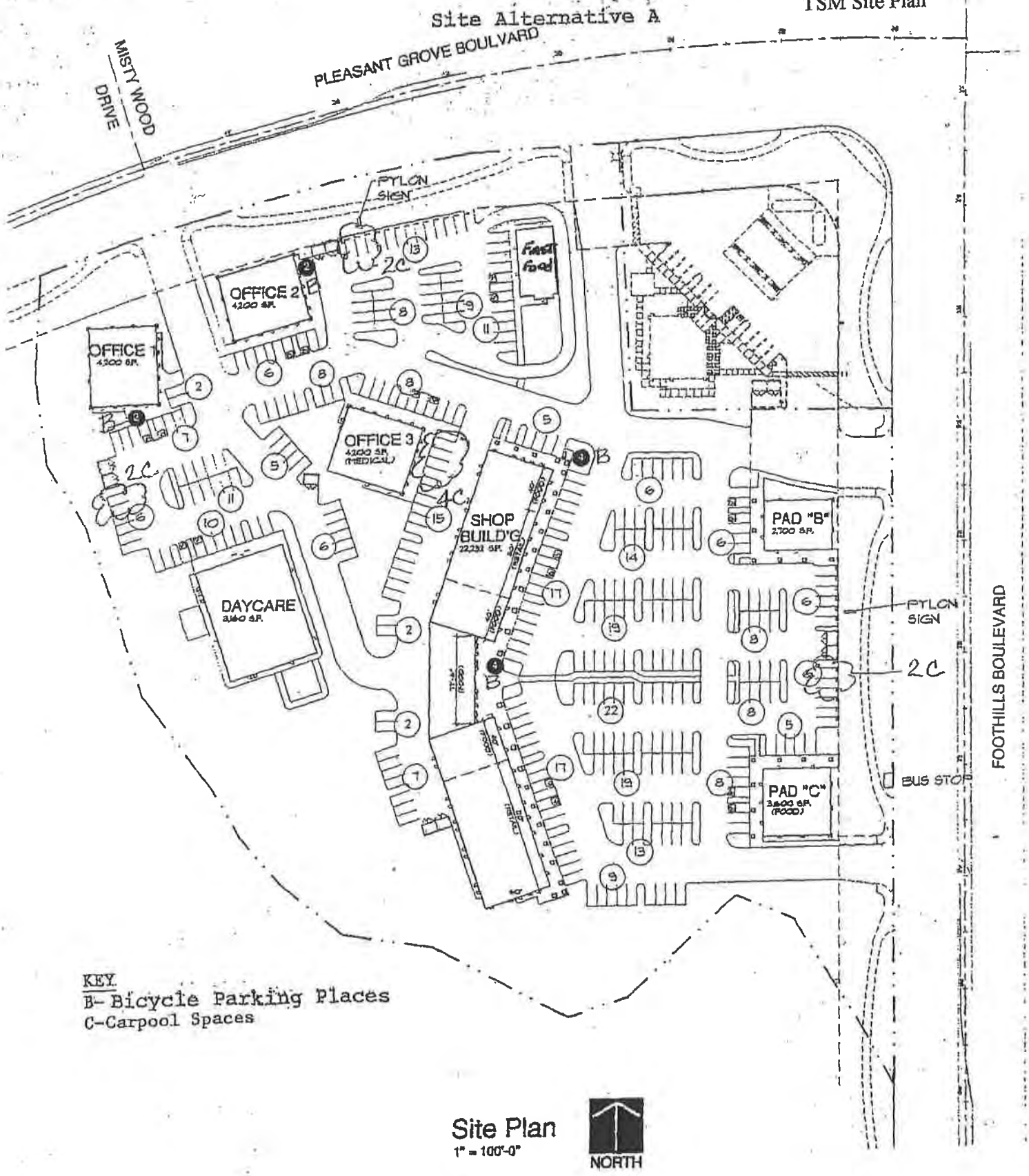
7. *Transit Shelter.* The developer will be installing, or bonding for, the installation of a bus pad and transit shelter on Foothills Blvd. just south of the intersection at Pleasant Grove Blvd.

8. *Off-Site Transit Shelter.* As part of the Specific Plan, this project was required to install 20-30 park and ride spaces. Due to the physical constraints on this parcel, the developer received City Council approval of a Development Agreement Amendment to relocate the required park and ride spaces to a more centralized and convenient location. As part of the Development Agreement Amendment, the developer will post a $10,000 bond towards the cost of a transit shelter which will be installed at a more centralized park and ride facility.

TRIENNIAL REPORT REQUIRED

The City Transportation Coordinator shall prepare and distribute a survey report form to the Major Project Controller for the purpose of demonstrating the effectiveness of the Woodcreek Plaza TSM Plan. The Major Project Controller shall conduct the survey and submit the triennial survey report to the City Transportation Coordinator no later than April 1. The Triennial survey shall be conducted every three years, beginning in the year 2000.

Appendix A
Woodcreek Plaza
TSM Site Plan



erold L. Dougal
RCHITECT
1355 Pilgrims Drive
Roseville, California 95747
(916) 783-8540
Fax: (916) 782-4427

Sierra Holdings, LLC
(916) 974-3355

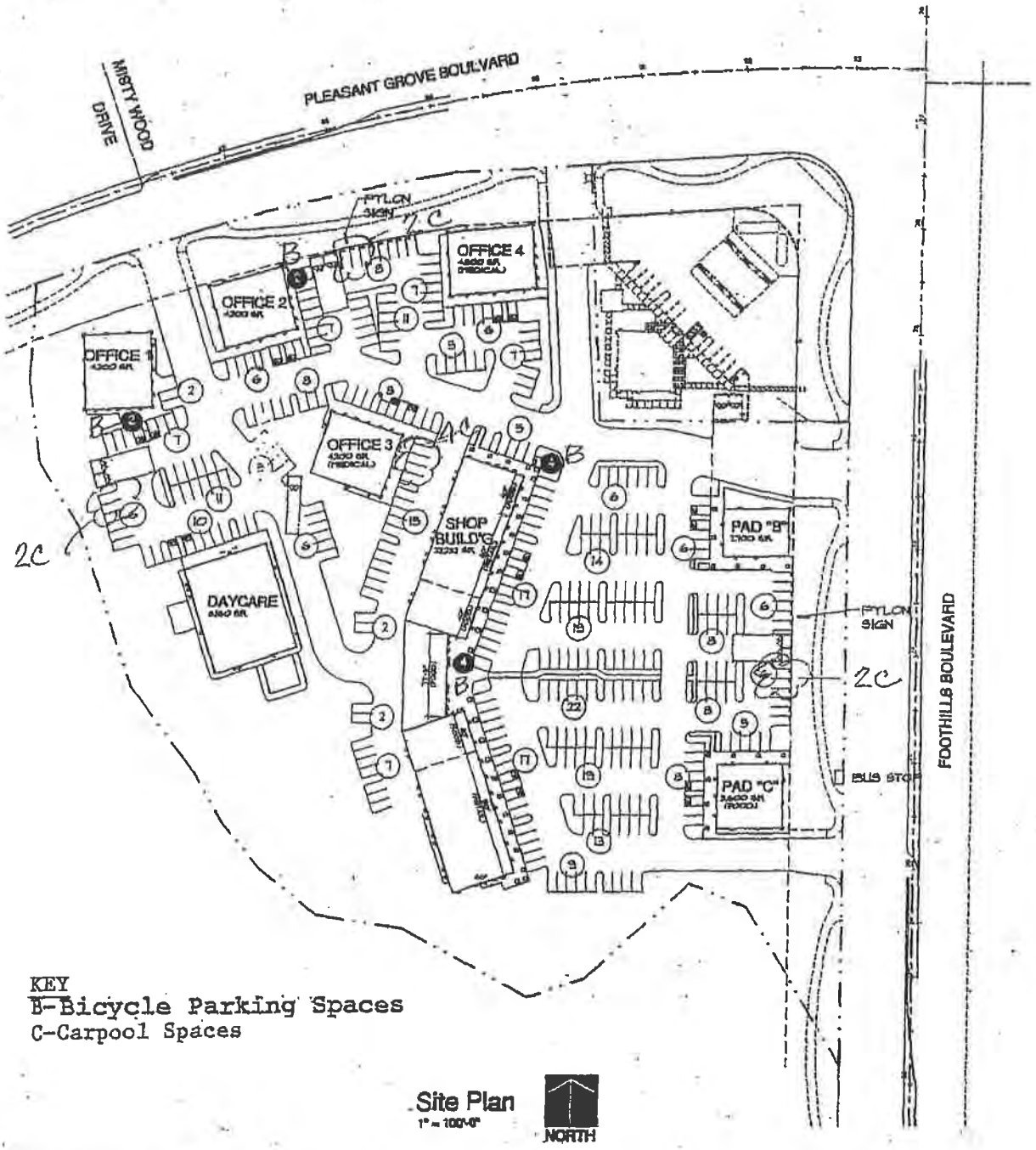
Woodcreek Plaza

Date: March 25, 1999
Project Number: 980720
Sheet No. A 16

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Appendix B
Woodcreek Plaza
TSM Site Plan

Site Alternative B



Jerold L. Dougal
ARCHITECT
1355 Pilgrims Drive
Roseville, California 95747
(916) 783-8540
Fax: (916) 784-3647

Sierra Holdings, LLC
(916) 974-3355

Woodcreek Plaza
Roseville, California

Date: Nov. 19, 1996
Project Number: 960720
Sheet No. A

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF THE ARCHITECT AND THE SAME MAY NOT BE USED WITHOUT THE WRITTEN CONSENT OF JEROLD L. DOUGAL, ARCHITECT

17

Exempt from recording fees pursuant to Govt. Code 27383

Recording Requested by
City of Roseville

When Recorded Mail to:
City Clerk
City of Roseville
2000 Hilltop Circle
Roseville, CA 95747

PLACER, County Recorder
JIM MCCAULEY Co Recorder Office
DOC- 2000-0081084
Friday, OCT 27, 2000 09:58:14
NOC $0.00!!
Ttl Pd $0.00 Nbr-0000369949
mar/R1/1-13

Deferred Improvement Agreement - Project: Offsite Transit Shelter

RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:

City Clerk
CITY OF ROSEVILLE
311 Vernon Street, Room 208
Roseville, CA 95678

DEFERRED IMPROVEMENT AGREEMENT

(Project: Offsite Transit Shelter)

THIS AGREEMENT is made the 19th day of July, 2000, by and between the CITY OF ROSEVILLE, a municipal corporation, ("CITY") and Sierra Woodcreek, LLC, a California Limited Liability Company, ("DEVELOPER"), and

WITNESSETH:

A. DEVELOPER is the owner of a parcel of real property located in Roseville, Placer County, California, which is more particularly described in Exhibit "A" ("the Subject Property"). DEVELOPER currently intends to develop the Subject Property, and as a condition of such development, CITY requires that DEVELOPER construct or install certain improvements as specified in Exhibit "B" ("the Deferred Improvements").

B. DEVELOPER desires to defer construction or installation of the Deferred Improvements, and CITY is agreeable to such deferral.

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NOW, THEREFORE, the parties agree as follows:

1. This Agreement is an instrument affecting the title or possession of the Subject Property. It shall run with the land, and all of the terms, covenants, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of all of the successors in interest of DEVELOPER. Upon sale or division of Subject Property, the terms, conditions, covenants and restrictions of this Agreement shall apply to each parcel, and the owner or owners of each parcel shall succeed to the obligations imposed upon DEVELOPER by this Agreement.

2. DEVELOPER hereby covenants for himself, his successors, heirs and assigns, and for all persons succeeding in interest to title in the Subject Property, to construct or install all of the Deferred Improvements in the manner and at the time specified in this Agreement, at no cost to CITY.

3. DEVELOPER shall commence construction or installation of the Deferred Improvements within sixty (60) calendar days of the date of approval of the improvement plans by the Public Works Director/City Engineer. Plans shall be submitted within thirty (30) days of demand by CITY. The date of such demand shall be in CITY's sole discretion. DEVELOPER shall process plans diligently and shall obtain plan approval in no more than one-hundred and twenty (120) days. DEVELOPER shall complete construction or installation of the Deferred Improvements to the satisfaction of the Public Works Director/City Engineer of CITY within one hundred and eighty (180) calendar days of the date of the approval of the improvement plans.

4. In the event the Subject Property has been divided or split, or there is more than one owner at the time the Deferred Improvements are to be constructed or installed, the owner or owners of any given parcel shall be jointly and severally liable for the obligations of this Agreement.

Provided, however, that DEVELOPER shall remain jointly and severally liable for all of the costs and obligations of this Agreement regardless of whether DEVELOPER remains an owner.

5. To secure DEVELOPER's obligations under this Agreement, DEVELOPER shall post a faithful performance security, in a form approved by the City Attorney of CITY, in the amount of Ten Thousand Dollars ($10,000), which amount is estimated to be one hundred and fifty (150%) percent of the cost of constructing or installing the Deferred Improvements. Such security shall guarantee to CITY faithful performance of this Agreement including all costs and reasonable attorney's fees in compelling such performance.

6. DEVELOPER and owners shall defend, indemnify, save and hold harmless CITY, its officers, agents and employees, from every expense, liability, or payment by reason of injury (including death) to persons, or damage to property, suffered through any act or omission, including passive negligence or active negligence, or both, of DEVELOPER, or owners, their employees, agents, contractors, subcontractors, or anyone directly or indirectly employed by either of them, or arising in any way from the work called for by this Agreement, on any part of the premises or the Subject Property, including those matters arising out of the

deferment of the Deferred Improvements, or the adequacy, safety, use or nonuse of any temporary facilities, or the performance or nonperformance of the work.

7. In the event DEVELOPER fails to construct or install any Deferred Improvements required under this Agreement, CITY may, at its option, file suit to compel construction or installation of such Deferred Improvements; do the work and collect all the costs from DEVELOPER or owners, or charging such costs as a lien against the property; or revoke any previously granted occupancy permits; or any combination thereof. If CITY sues to compel performance of this Agreement or to recover the costs of completing the Deferred Improvements, DEVELOPER or owners shall pay all reasonable attorney's fees, costs of suit, and all other expenses of litigation incurred by CITY in connection therewith.

DEVELOPER acknowledges that, until all work required by this Agreement is completed to CITY's satisfaction, any occupancy granted by CITY is tentative.

8. Permission to enter onto the Subject Property or other property of owners is hereby granted to CITY or its agents and contractors as may be necessary to construct or install such Deferred Improvements.

9. Time is of the essence of this Agreement.

10. This is an integrated Agreement, and contains the complete understanding of the parties. It shall be read as a whole.

11. Any notices required by this Agreement shall be delivered or mailed, U.S. Mail first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE	DEVELOPER
Director of Public Works	Sierra Woodcreek, LLC
316 Vernon Street	3600 American River Dr. Suite 105
Roseville, CA 95678	Sacramento, CA 95864
(916) 774-5331	(916) 974-3355

Either party may amend its address for notice by notifying the other party in writing.

12. In any action to enforce this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, regardless of where else it might otherwise be venued.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has caused this Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. 00-313, adopted by the Council of the City of Roseville on the 19th day of July, 2000, and DEVELOPER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation

BY: _____
ALLEN E. JOHNSON
City Manager

DEVELOPER

BY: _____
Sierra Woodcreek, LLC
David T. Econome, Managing Member

BY: _____

6

ATTEST:

BY: _____
CAROLYN PARKINSON
City Clerk

APPROVED AS TO FORM:

BY: _____
MARK J. DOANE
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
LARRY D. PAGEL
Public Works Director/City Engineer

STATE OF CALIFORNIA
COUNTY OF Sacramento

On March 27, 2000
before me, Erin Burress
a Notary Public in and for said State personally appeared
David T. Econome

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

WITNESS my hand and official seal.



Signature

(This area for official notarial seal)

8

STATE OF CALIFORNIA)
: ss.
COUNTY OF PLACER)

On this 20 day of July in the year of 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Allen E. Johnson personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose names is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carolyn Parkinson
Notary Public in and for said State

CAROLYN PARKINSON
Commission # 1234268
Notary Public - California
Placer County
My Comm. Expires Oct 8, 2003

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AS FOLLOWS:

Title or Type of Document Deferred Imp Agrmt. - Off Site Bus Shelter

Date of Document 7.19.00

Acknowledgment – All Purpose

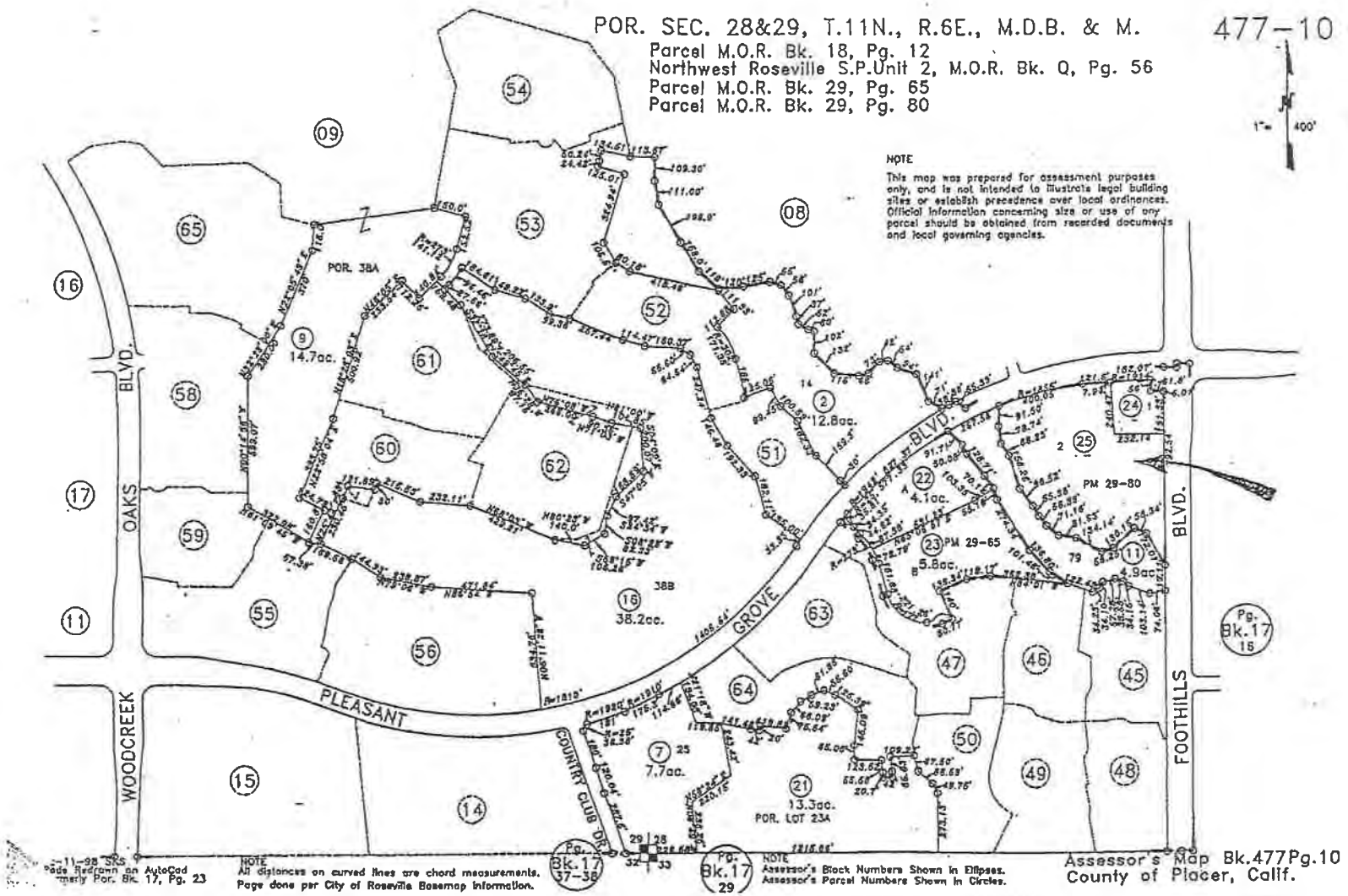
9

EXHIBIT "A"

Sierra Woodcreek, LLC, a California Limited Liability Company

Parcel 2 as shown on Parcel Map filed for record on August 27, 1998 in Book 29 of Parcel Maps, at Page 80, records of Placer County.

APN: 477-100-025



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EXHIBIT B

The bus shelter location is to be determined at a future date by the Public Works Department.

RESOLUTION NO. 00-313

APPROVING A DEFERRED IMPROVEMENT AGREEMENT
BETWEEN CITY OF ROSEVILLE AND SIERRA WOODCREEK, LLC
FOR WOODCREEK PLAZA OFFSITE BUS SHELTER
AND AUTHORIZING THE CITY MANAGER TO EXECUTE ON BEHALF OF THE CITY
OF ROSEVILLE

WHEREAS, a Deferred Improvement Agreement for Woodcreek Plaza offsite bus shelter, between City of Roseville and Sierra Woodcreek, LLC, has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this 19th day of July, 2000, by the following vote on roll call:

AYES COUNCILMEMBERS: Earl Rush, Claudia Gamar, Randolph Graham, Harry Crabb

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: Dan Goodhall

MAYOR

ATTEST:

City Clerk

The foregoing instrument is a correct copy of the original on file in the City Clerks Department.

ATTEST: _____
City Clerk of the City of Roseville, California

DEPUTY CLERK

13

Recording Requested by
City of Roseville

When Recorded Mail to:
City Clerk
City of Roseville
311 Vernon Street, Office #208
Roseville, CA 95678

PLACER, County Recorder
JIM MCCAULEY Co Recorder Office
DOC- 2000-0085044
Check Number 8579cc
Thursday, NOV 09, 2000 09:50:45
REC $18.00 MIC $3.00 AUT $16.00
SBS $15.00
Ttl Pd $52.00 Nbr-0000374709
rec/R2/1-16

SUBDIVISION AGREEMENT - Woodcreek Plaza Subdivision

16 DW

RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:

City Clerk
CITY OF ROSEVILLE
311 Vernon Street, Room 208
Roseville, CA 95678

SUBDIVISION AGREEMENT--

WOODCREEK PLAZA SUBDIVISION

THIS AGREEMENT, made and entered into this 1st day of March, 2000, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and Sierra Woodcreek, LLC, a California limited liability company, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville, County of Placer, known as "Woodcreek Plaza Subdivision" (Subdivision no. PM 98-14; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning Commission on the 6 day of May, 1997, and the final map of the Subdivision has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the 9 day of November, ~~19~~ 2000 in Book 330 of (Parcel) ~~Subdivision~~ Maps at Page 36 in the Official Records, Placer County Recorder, file no. 2000-85043; and

2

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WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. RIGHT-OF-WAYS. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. IMPROVEMENTS-TIME LIMIT. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision approved by the Public Works Director/City Engineer and including any changes or alterations in such work required by the Public Works Director/City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions, provender or other supplies used in, upon, for or about the

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performance of the Work, or for any work or labor done of any kind, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete the Work on or before twenty-four (24) months from the date of this Agreement; provided, however, that the City Manager of CITY is hereby authorized to extend the time within which the Work shall be completed for additional periods not to exceed six (6) months each, or a maximum of eighteen (18) months, in his sole discretion, if he is of the opinion that granting the extension will not be detrimental to the public welfare. No such extensions shall be made except upon the basis of a written application made by SUBDIVIDER, stating fully the grounds of the application and the facts relied upon for such an extension.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. ACQUISITION AND DEDICATION OF EASEMENTS OR RIGHT-OF-WAYS. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

(a) The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and

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appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

(b) The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. INSPECTION FEES AND COSTS. The Public Works Director/City Engineer shall inspect all of the improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. SECURITIES.

(a) SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred (100%) percent of the total estimated cost of the Work as determined by the Public Works Director/City Engineer which amount is the sum of $ 311,000.00 . One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to

Case: 24-10715 Doc# 192-20 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 201 of 410

persons renting equipment or furnishing labor or materials to them for the Work (the "payment security").

(b) SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten (10%) percent of the Public Works Director/City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California.

(c) SUBDIVIDER shall also file with this Agreement a "monument security" in the amount of one hundred(100%) percent of the Public Works Director/City Engineer's estimate of the cost of the installation of survey monuments in the Subdivision, which estimated cost is in the amount of $ 2500.00 , to guarantee and secure the placement of such monuments as provided by Section 66496 of the Government Code of the State of California.

(d) Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. SUCCESSORS AND ASSIGNS -- COVENANT RUNNING WITH THE LAND. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

Case: 24-10715 Doc# 192-20 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 202 of 410

7. ACCEPTANCE OF IMPROVEMENTS UPON COMPLETION. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept for maintenance the Work and its improvements and any off-site easements granted, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. NOTICE REGARDING CONSTRUCTION. SUBDIVIDER shall notify the Public Works Director/City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. SUBDIVIDER'S OBLIGATION TO WARN PUBLIC DURING CONSTRUCTION. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. WARRANTY.

(a) SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the Public Works Director/City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

(b) If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or

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cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. INDEMNITY AND HOLD HARMLESS. SUBDIVIDER shall defend, indemnify, save and hold harmless CITY from any and all loss, damage, or liability resulting from SUBDIVIDER's performance or nonperformance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, contractors, subcontractors, servants or employees. SUBDIVIDER shall, at its own cost and expense, defend any and all actions, suits, or legal proceedings that may be brought or instituted against CITY, its officers and employees, on any claim or demand, of any nature whatsoever, and pay or satisfy any judgment that may be rendered against CITY, its officers and employees, in any such action, suit or legal proceedings, resulting from SUBDIVIDER's performance or nonperformance of his duties and obligations under this Agreement, or from the negligent act

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or omission of SUBDIVIDER, its agents, contractors, servants, or employees or of CITY, save and except the sole active negligence of CITY.

The parties intend that this indemnity provision shall be broadly construed.

12. INSURANCE. SUBDIVIDER agrees to maintain in full force and effect the following policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
Workers Compensation	Statutory
Commercial General Liability	Bodily Injury: $1,000,000 each occurrence $2,000,000 aggregate Property Damage: $1,000,000 each occurrence Personal Injury: $1,000,000 each occurrence $2,000,000 aggregate
Automobile liability including endorsements for owned, hired and nonowned vehicles	Bodily Injury: $300,000 each occurrence $500,000 aggregate Property Damage: $100,000 each occurrence
Professional Liability (errors and and omissions)	$___N/A____ each occurrence

SUBDIVIDER shall submit a certificate evidencing such coverage in a form satisfactory to the City Attorney of CITY, prior to undertaking any work hereunder. A separate endorsement form showing CITY, its officers, agents and employees as additional named insureds, except for Workers' Compensation and Professional Liability shall also be provided. Such insurance shall specifically cover the contractual liability of the SUBDIVIDER. The coverage shall be primary as to such additional insureds and no coverage of the CITY shall be called upon to contribute to a loss. Said certificates shall provide at least thirty (30) days

written notice to CITY prior to cancellation or modification of any insurance required by this Agreement. The SUBDIVIDER shall furnish a certificate for the period covered by the agreement. Any insurance written on a claims made basis is subject to the approval of the City Attorney. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve SUBDIVIDER of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

13. IRREVOCABILITY OF SECURITY. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the Public Works Director/City Engineer of CITY.

14. ACTIONS. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location.

15. RELEASE OF REMAINING IMPROVEMENT SECURITY-WARRANTY. At the conclusion of the construction of the Work, and upon written acceptance of it by CITY, the Public Works Director/City Engineer shall authorize the release of the faithful performance security upon the furnishing of the warranty security required by paragraph 5(b).

16. RELEASE OF PAYMENT SECURITY. Thirty-five (35) days after a notice of completion is filed with respect to the Work , the Public Works Director/City Engineer of

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CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the Public Works Director/City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. MONUMENTS. SUBDIVIDER agrees to install, on or before October 31, 2000, such survey monuments as may be required by the Public Works Director/City Engineer of CITY. Upon the installation of such monuments, and their acceptance by the Public Works Director/City Engineer, the monument security 5(c) shall be released.

18. FAILURE OF PERFORMANCE. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. ATTORNEY'S FEES. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security

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therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court.

20. INTEGRATION. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

This Agreement may be amended only by a written instrument signed by the parties. The law governing this Agreement is the law of the State of California.

21. NOTICES. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Public Works Director/City Engineer
City of Roseville
316 Vernon Street, Ste. 100
Roseville, CA 95678

Sierra Woodcreek LLC
3600 American River Drive Suite 105
Sacramento, CA 95864
(916) 974-3355

Either party may amend its address by giving written notice to the other.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 00-85, adopted by the Council of the City of Roseville on the 1st day of March, 2000, and SUBDIVIDER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation,

BY: _____
ALLEN E. JOHNSON
City Manager

Sierra Woodcreek, LLC,
a California limited liability company

BY: _____
David T. Econome
its: Managing Member

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ATTEST:

BY: _____
CAROLYN PARKINSON
City Clerk

APPROVED AS TO FORM:

BY: _____
MARK J. DOANE
City Attorney

APPROVED AS TO SUFFICIENCY;

BY: _____
LARRY D. PAGEL
Public Works Director/City Engineer

and

BY: _____
Patrick M. Gardner

its: Managing Member

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STATE OF CALIFORNIA)
: ss.
COUNTY OF PLACER)

On this 6 day of March in the year of 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Allen E. Johnson personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose names is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carolyn Parkinson
Notary Public in and for said State

CAROLYN PARKINSON
Commission # 1234248
Notary Public - California
Placer County
My Comm. Expires Oct 8, 2003

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AS FOLLOWS:

Title or Type of Document Subdivision Agmt. - Woodcreek Plaza

Date of Document 3.1.00

Acknowledgment - All Purpose

STATE OF CALIFORNIA
COUNTY OF Sacramento

On January 14, 2000
before me, Erin Burress
a Notary Public in and for said State, personally appeared
David T. Econome and Patrick M. Gardner

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

WITNESS my hand and official seal.

ERIN BURRESS
COMM. # 1202932
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
COMM. EXP. NOV. 23, 2002

Signature Erin Burress

(This area for official notarial seal)

RESOLUTION NO. 00-85

APPROVING A SUBDIVISION AGREEMENT
BETWEEN THE CITY OF ROSEVILLE AND SIERRA WOODCREEK, LLC
AND AUTHORIZING THE CITY MANAGER
TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement between the City of Roseville and Sierra Woodcreek, LLC for Woodcreek Plaza Subdivision (Subd. no. PM98-04), has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this 1st day of March, 2000, by the following vote on roll call:

AYES COUNCILMEMBERS: Earl Rush, Dan Goodhall, Claudia Gamar, Randolph Graham, Harry Crabb

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None

MAYOR

ATTEST:

City Clerk

The foregoing instrument is a correct copy of the original on file in the City Clerks Department.

ATTEST:
City Clerk of the City of Roseville, California

DEPUTY CLERK

16

RECORDING REQUESTED BY:
SIERRA VALLEY TITLE CO.
RECORDING REQUESTED BY:
STEWART TITLE OF SACRAMENTO
AND WHEN RECORDED MAIL TO:
AND UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

Woodcreek Plaza, LLC
11693 San Vicente Blvd., PMB 904
Los Angeles, CA 90049

34-235068

PLACER, County Recorder
JIM MCCAULEY Co Recorder Office
DOC- 2002-0043529
Check Number 10754dh
Wednesday, APR 17, 2002 10:59:57
REC $3.00 MIC $3.00 AUT $1.00
SBS $0.00 DOC$5,830.00
Ttl Pd $5,837.00 Nbr-0000613411
rec/R2/1-1

THIS SPACE FOR RECORDER'S USE ONLY:

ESCROW NO. CM-15003740-SW TITLE ORDER NO. 003740
APN# 477-100-031

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(s)
DOCUMENTARY TRANSFER TAX is $5,830.00
[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[xx] Unincorporated area [ ] City of **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

SIERRA WOODCREEK, LLC, a California Limited Liability Company

hereby GRANT(s) to:

WOODCREEK PLAZA, LLC, a California Limited Liability Company

the real property in the County of Placer, State of California, described as:

PARCEL 6 AS SHOWN ON PARCEL MAP FILED FOR RECORD ON NOVEMBER 9, 2000 IN BOOK 30 OF PARCEL MAPS, AT PAGE 36, RECORDS OF PLACER COUNTY.

DATED April 12, 2002
STATE OF CALIFORNIA
COUNTY OF SACRAMENTO
On 4-15-02
before me, the undersigned
a Notary Public in and for said State, personally appeared
Patrick N. Gardner, Chris N. Vrame and David Econome

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

Signature Sharon A. Wichmann

Sierra Woodcreek, LLC, a Limited Liability Company
BY: Sierra Holdings, LLC (Managing Member)
BY: Patrick N. Gardner, Managing Member
BY: Chris N. Vrame, Managing Member
BY: David Econome, Managing Member

SHARON A. WICHMANN
Comm. # 1268896
NOTARY PUBLIC-CALIFORNIA
Sacramento County
My Comm. Expires June 26, 2004

(This area for official notarial seal)

Mail tax statements to:

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Quateman & Zidell LLP
1901 Avenue of the Stars
Suite 1505
Los Angeles, California 90067
Attn: Steven H. Zidell, Esq.

PLACER, County Recorder
JIM MCCAULEY Co Recorder Office
DOC- 2003-0043882
Check Number 15917 st
Friday, MAR 21, 2003 16:09:00
REC $7.00 MIC $3.00 AUT $5.00
SBS $4.00
Ttl Pd $19.00 Nbr-0000810826
srt/R2/1-5

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Agreement**") is dated and effective as of April 17, 2002 by and between SIERRA WOODCREEK, LLC, a California limited liability company ("**Assignor**"), and WOODCREEK PLAZA LLC, a California limited liability company ("**Assignee**"), with reference to the following facts:

RECITALS

A. Assignee purchased from Assignor that certain real property commonly known as 7456 Foothills Boulevard, Roseville, California and more particularly described on Exhibit A attached hereto and by this reference incorporated herein (the **"Property"**).

B. Assignor is the Declarant and Maintenance Director pursuant to that certain Declaration of Covenants, Conditions and Restrictions and Reservations of Easements for Woodcreek Plaza Business Center, dated January 24, 2000 and recorded January 26, 2000 as document No. 2000-0004758 with the Placer County Recorder (the "**Declaration**") covering the property described on Exhibit B attached hereto, which includes the Property.

C. In accordance with the terms of the sale of the Property, Assignor and Assignee desire that Assignee be the successor in interest of Assignor under the Declaration and that Assignee assume the positions of Declarant and Maintenance Director under the Declaration.

NOW, THEREFORE, with reference to the foregoing Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Effectiveness. This Agreement shall be effective as April 17, 2002.

2. Assignment and Assumption. Assignor and Assignee hereby agree and confirm that Assignee is successor in interest of Assignor under the Declaration. Assignor hereby assigns to Assignee the position of Declarant and Maintenance Director under the Declaration. Assignee hereby accepts the appointment as successor in interest of the Assignor under the Declaration and agrees to assume the position of Declarant and Maintenance Director under the Declaration.

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3. Further Assurances. Each of the parties agrees to execute such further and supplemental instruments as may be requested by another party to effectuate the purposes and intent of this Agreement.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to its conflicts of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNOR:

SIERRA WOODCREEK, LLC,
a California limited liability company

BY: Sierra Holdings LLC, its managing member

By: _____
Name: Patrick M Gardner
Its: Managing Member

ASSIGNEE:

WOODCREEK PLAZA LLC,
a California limited liability company

By: _____
Name: MARCIA GOLDENFELD
Its: MANAGER

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STATE OF CALIFORNIA)
)
COUNTY OF Los Angeles)

On 2-28, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared MARCIA GOLDENFELD ~~personally known to me~~ (or proved on the basis of satisfactory evidence) to be the person whose name is 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 on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public in and for said State

MARY ADAMS
Commission # 1385025
Notary Public - California
Los Angeles County
My Comm. Expires Nov 17, 2006

STATE OF CALIFORNIA)
)
COUNTY OF)

On March 6, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Patrick M. Gardner personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is 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 on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public in and for said State

ERIN HOM
COMM. # 1391606
NOTARY PUBLIC • CALIFORNIA
SACRAMENTO COUNTY
Comm. Exp. DEC. 24, 2006

ERIN HOM
COMM. # 1391606
NOTARY PUBLIC • CALIFORNIA
SACRAMENTO COUNTY
Comm. Exp. DEC. 24, 2006

EXHIBIT A

Legal Description of Property

Parcel 6 as shown on PARCEL Map filed for record on November 9, 2000 in Book 30 of Parcel Maps, at Page 36, records of Placer County.

APN: 477-100-031

EXHIBIT B

Legal Description of Woodcreek Plaza Business Center

Parcel 1 as shown on Parcel Map filed for record on August 27, 1998 in Book 29 of Parcel Maps, at Page 80, records of Placer County.

Parcels 1 – 8, A and B, as shown on the Parcel map filed for record on November 9, 2000 in Book 30 of Parcel maps, at Page 36, Records of Placer County.

Financial Title
4109965 6-272 ELC
"RECORDING REQUESTED BY
FINANCIAL TITLE"

WHEN RECORDED, RETURN TO:

Jones Hall,
A Professional Law Corporation
650 California Street, 18th Floor
San Francisco, California 94108
Attention: David T. Fama, Esq.

PLACER, County Recorder
JIM MCCAULEY
DOC- 2003-0116195
Acct 212-FINANCIAL TITLE COMPANY
Wednesday, JUL 16, 2003 09:23:46
NOC $0.00::
Ttl Pd $0.00 Nbr-0000893195
rec/CC/1-11

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11928 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

SITE AND FACILITY LEASE

This SITE AND FACILITY LEASE (this "Site Lease"), dated as of July 1, 2003, is by and between the CITY OF ROSEVILLE, a chartered city and municipal corporation organized and existing under the laws of the State of California (the "City"), as lessor, and the ROSEVILLE FINANCE AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California (the "Authority"), as lessee;

WITNESSETH:

WHEREAS, the Authority and the City have heretofore caused the execution and delivery of Certificates of Participation (1993 Golf Course Project) (the "1993 Certificates") evidencing the direct, undivided fractional interest of the owner hereof in lease payments to be made by the City as the rental for certain property pursuant to a Lease Agreement dated as of October 1, 1993 (the "1993 Lease Agreement") with the Authority; and

WHEREAS, the proceeds of the 1993 Certificates were used to provide certain capital improvements to the City's Woodcreek Oaks Golf Course; and

WHEREAS, in order to provide funds to allow the City to prepay its obligations under the 1993 Lease and to refund the 1993 Certificates, the City has agreed to lease certain real property consisting of the City's Woodcreek Oaks Golf Course (the "Leased Premises"), as described more fully in Exhibit A attached hereto and by this reference made a part hereof, to the Authority as provided in this Site Lease, and has further agreed to sublease the Leased Premises back from the Authority pursuant to the Lease Agreement dated as of July 1, 2003, by and between the Authority as sublessor and the City as sublessee (the "Lease Agreement"); and

WHEREAS, the City proposes to assign and transfer certain of its rights under the Lease Agreement to BNY Western Trust Company, as trustee (the "Trustee") and, in consideration of such assignment and the execution of the Trust Agreement dated as of July 1, 2003 among the City, the Authority and the Trustee, the Trustee has agreed to execute and deliver Certificates of Participation, Series 2003B (1993 Golf Course Refunding) in the aggregate principal amount

of $8,240,000 (the "Certificates"), each evidencing a direct, undivided fractional interest in the lease payments to be paid by the City pursuant to the Lease Agreement; and

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

SECTION 1. Site Lease. The City hereby leases the Leased Premises to the Authority, and the Authority hereby leases the Leased Premises from the City, on the terms and conditions hereinafter set forth.

SECTION 2. Term; Possession. The term of this Site Lease shall commence, and the Authority shall become entitled to possession of the Leased Premises hereunder, on the date of execution, delivery and recordation hereof in the Office of the County Recorder of Placer County. This Site Lease shall end, and the right of the Authority hereunder to possession of the Leased Premises shall thereupon cease, on the date on which the Lease Agreement is terminated as a result of the payment in full of all Lease Payments or of the deposit by the City of security for such Lease Payments as provided in the Lease Agreement.

SECTION 3. Rental. As consideration for the lease of the Leased Premises by the City to the Authority hereunder, the Authority hereby agrees to cause to be deposited with BNY Western Trust Company, as trustee (the "Trustee") for the Certificates of Participation, Series 2003B (1993 Golf Course Refunding) in the aggregate principal amount of $8,240,000 (the "Certificates"), each evidencing a direct, undivided fractional interest in the lease payments to be paid by the City under the Lease Agreement, the amounts set forth in Section 3.01 of the Trust Agreement dated as of July 1, 2003 (the "Trust Agreement"), by and among the Authority, the City and the Trustee.

The Authority and the City hereby find and determine that the amount required to be paid by the Authority as rental for the Leased Premises under this Section 3 does not exceed the fair market value of the leasehold interest in the Leased Premises which is conveyed hereunder by the City to the Authority. No other amounts of rental shall be due and payable by the Authority for the use and occupancy of the Leased Premises under this Site Lease.

SECTION 4. Subleaseback to City. The Authority shall sublease the Leased Premises back to the City pursuant to the Lease Agreement.

SECTION 5. Assignments and Subleases. Unless the City shall be in default under the Lease Agreement, the Authority may not assign its rights under this Site Lease or sublet all or any portion of the Leased Premises, except as provided in the Lease Agreement.

SECTION 6. Right of Entry. The City reserves the right for any of its duly authorized representatives to enter upon the Leased Premises, or any portion thereof, at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

SECTION 7. Termination. The Authority agrees, upon the termination of this Site Lease, to quit and surrender the Leased Premises in the same good order and condition as the Leased Premises was in at the time of commencement of the term hereof, reasonable wear and tear excepted, and agrees that all buildings, improvements and structures then existing upon the Leased Premises shall remain thereon and title thereto shall vest thereupon in the City for no additional consideration.

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SECTION 8. Default. In the event the Authority shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Authority, the City may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Lease Agreement shall be deemed to occur as a result thereof; *provided, however,* that so long as the Lease Agreement remains in effect, the lease payments payable by the City under the Lease Agreement shall continue to be paid to the Trustee.

SECTION 9. Quiet Enjoyment. The Authority at all times during the term of this Site Lease shall peaceably and quietly have, hold and enjoy all of the Leased Premises, subject to the provisions of the Lease Agreement and subject only to Permitted Encumbrances.

SECTION 10. Waiver of Personal Liability. All liabilities under this Site Lease on the part of the Authority are solely corporate liabilities of the Authority as a public corporation, and the City hereby releases each and every member and officer of the Authority of and from any personal or individual liability under this Site Lease. No member or officer of the Authority or its governing board shall at any time or under any circumstances be individually or personally liable under this Site Lease for anything done or omitted to be done by the Authority hereunder.

SECTION 11. Taxes. The City covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Leased Premises and any improvements thereon.

SECTION 12. Eminent Domain. In the event the whole or any part of the Leased Premises or any improvements thereon shall be taken by eminent domain proceedings, the interest of the Authority shall be recognized and is hereby determined to be the amount of the then unpaid principal components of the lease payments payable under the Lease Agreement and the balance of the award, if any, shall be paid to the City.

SECTION 13. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 14. Notices. Any notice, request, demand or other communication under this Site Lease shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by telecopy, telex or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by telecopy, telex or other form of telecommunication, (b) upon receipt after deposit in the United States mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The City and the Authority may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the City:

City of Roseville
311 Vernon Street
Roseville, California 95678
Attention: Finance Director
Fax: (916) 774-5320

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If to the Authority:	Roseville Finance Authority 311 Vernon Street Roseville, California 95678 Attention: Treasurer Fax: (916) 774-5320
If to the Trustee:	BNY Western Trust Company 550 Kearney Street, Suite 600 San Francisco, California 94108 Attention: Corporate Trust Department Fax: (415) 273-4588 Reference: City of Roseville 2003 COP

SECTION 15. Governing Law. This Site Lease shall be construed in accordance with and governed by the Constitution and laws of the State of California.

SECTION 16. Binding Effect. This Site Lease shall inure to the benefit of and shall be binding upon the Authority, the City and their respective successors and assigns, subject, however, to the limitations contained herein.

SECTION 17. Severability of Invalid Provisions. If any one or more of the provisions contained in this Site Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Site Lease and such invalidity, illegality or unenforceability shall not affect any other provision of this Site Lease, and this Site Lease shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Authority and the City each hereby declares that it would have entered into this Site Lease and each and every other Section, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of this Site Lease may be held illegal, invalid or unenforceable.

SECTION 18. Defined Terms. Capitalized terms appearing in this Site Lease and not otherwise defined shall have the respective meanings given such terms in the Lease Agreement.

SECTION 19. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site Lease.

SECTION 20. Execution in Counterparts. This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same lease. It is also agreed that separate counterparts of this Site Lease may be separately executed by the Authority and the City, all with the same force and effect as though the same counterpart had been executed by both the Authority and the City.

Case: 24-10715 Doc# 192-20 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 222 of 410

IN WITNESS WHEREOF, the City and the Authority have caused this Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF ROSEVILLE,
as lessor

By: _____
Finance Director
Russell C. Branson

Approved as to form:

_____
City Attorney
Mark J. Doane

ROSEVILLE FINANCE AUTHORITY,
as lessee

By: _____
Treasurer
Russell C. Branson

Case: 24-10715 Doc# 192-20 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 223 of 410

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Placer } ss.

On July 10 2003 (Date), before me, Rhonda K. Myers Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Russell C. Branson (Name(s) of Signer(s)),

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

Rhonda K. Myers
Signature of Notary Public

RHONDA K. MYERS
Commission # 1323975
Notary Public - California
Placer County
My Comm. Expires Nov 3, 2005

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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ILLEGIBLE NOTARY SEAL DECLARATION
GOVERNMENT CODE 27361.7

I certify and declare under penalty of perjury under the laws of the State of California that the non photographically portion of the Notary Seal to which this declaration is attached is true and correct as follows:

Name of Notary: Rhonda K. Myers

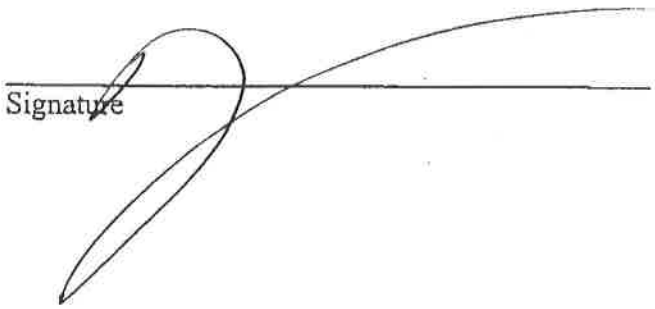
Date of commission expiration date: Nov 3, 2005

County of which Notary oath and bond filed: Placer

Notary identification number: 1323975

Seal manufacturer identification number: N/A

Date: 07-15-03 Place of signing: Sacramento, Cal
City & State



Signature

EXHIBIT A
LEGAL DESCRIPTION

All that certain real property situated in the City of Roseville, County of Placer, State of California, described as follows:

PARCEL ONE: (Golf Course Additional Piece)

Lots E and F, as shown on the Map entitled, "Woodcreek Oaks Village No. 12", recorded May 6, 1993, in Book S of Maps, Page 27.

Assessor's Parcel Numbers: 17-230-36, 477-090-13, and 477-090-14

PARCEL TWO: (Golf Course Parcel 38 of Northwest Roseville Specific Plan)

Portions of Parcels B and C as said Parcels are shown and so designated on that certain Parcel Map, filed in Book 18 of Parcel Maps, Page 12, being portions of Sections 21, 28 and 29, Township 11 North, Range 6 East, M.D.M., described as follows:

Beginning at the Northwesterly corner of said Section 28; thence along the Northerly line of said Parcel B the following five (5) courses: (1) North 88° 44' 22" East 596.15 feet; (2) North 36° 33' 27" East 317.26 feet; (3) North 79° 01' 45" East 370.00 feet; (4) South 86° 59' 18" East 129.81 feet; (5) South 65° 49' 39" East 209.40 feet; thence South 01° 15' 38" East 173.00 feet; thence South 88° 44' 22" West 120.00 feet; thence South 01° 15' 38" East 158.50 feet; thence South 88° 44' 22" West 120.00 feet; thence South 01° 15' 38" East 120.84 feet; thence South 75° 04' 19" West 104.85 feet; thence South 57° 10' 10" West 99.26 feet; thence South 47° 38' 58" West 174.63 feet; thence South 61° 14' 40" West 202.77 feet; thence South 89° 33' 18" West 292.38 feet; thence South 66° 02' 56" West 169.39 feet; thence South 34° 15' 51" West 204.46 feet; thence South 00° 26' 42" East 511.56 feet; thence South 16° 15' 47" East 320.35 feet; thence South 25° 51' 28" East 202.83 feet; thence South 08° 13' 36" East 159.69 feet; thence South 43° 40' 00" West 89.26 feet; thence South 03° 24' 49" East 29.37 feet; thence South 42° 06' 16" West 110.04 feet; thence South 43° 40' 00" West 90.00 feet; thence North 66° 49' 02" West 157.25 feet; thence North 89° 46' 15" West 113.67 feet; thence North 12° 17' 21" West 372.22 feet; thence North 38° 43' 32" West 187.42 feet; thence North 75° 32' 04" West 569.44 feet; thence South 57° 51' 28" West 183.88 feet; thence South 14° 56' 14" East 94.35 feet; thence South 21° 53' 28" East 165.92 feet; thence South 09° 42' 01" West 563.23 feet; thence South 75° 25' 55" East 150.00 feet; thence South 14° 34' 05" West 152.52 feet; thence Southwesterly along the arc of a tangent curve to the right, concave to the Northwest, having a radius of 273.00 feet, and being subtended by a chord bearing South 29° 32' 48" West 141.12 feet; thence South 44° 31' 31" West 140.84 feet; thence North 45° 28' 29" West 112.25 feet; thence South 46° 02' 05" West 233.54 feet; thence South 16° 28' 03" West 500.92 feet; thence South 22° 58' 04" West 393.75 feet; thence South 64° 17' 22" East 124.79 feet; thence South 25° 42' 38" West 160.89 feet; thence North 61° 09' 45" West 322.98 feet; thence North 00° 14' 56" West 599.07 feet; thence North 32° 23' 00" East 280.00 feet; thence North 22° 05' 43" East 370.08 feet; thence North 03° 28' 08" East 115.00 feet; thence North 77° 04' 46" West 154.84 feet; thence North 03° 25' 47" West 152.12 feet; thence North 59° 05'

04" West 176.60 feet; thence South 87° 35' 38" West 393.24 feet; thence North 44° 38' 06" West 140.12 feet; thence North 82° 41' 03" West 90.14 feet; thence North 79° 50' 51" West 138.85 feet; thence South 56° 17' 37" West 176.52 feet; thence Northwesterly along the arc of a non-tangent curve to the left, concave to the Southwest, having a radius of 2000.00 feet and being subtended by a chord bearing North 39° 30' 15" West 404.07 feet; thence Northwesterly along the arc of a reverse curve to the right, concave to the Northeast, having a radius of 2000.00 feet and being subtended by a chord bearing North 39° 26' 10" West 408.81 feet; thence North 56° 02' 05" East 704.86 feet; thence North 16° 59' 00" West 445.60 feet; thence North 32° 31' 46" East 712.83 feet; thence South 83° 40' 37" East 141.06 feet; thence North 89° 46' 25" East 198.69 feet to an angle point in the Northerly line of said Parcel B; thence along the Northerly line of said Parcels B and C the following two (2) courses: (1) North 89° 46' 25" East 2045.25 feet; and (2) North 00° 28' 15" West 125.34 feet to the point of beginning.

Assessor's Parcel Numbers: 477-100-09, 477-090-07, 477-070-01, and 477-060-04

PARCEL THREE: (Golf Course Parcel 3A of the Northwest Roseville Specific Plan)

A. All that portion of Parcel C as said Parcel is shown and so designated on that certain Parcel Map, filed in Book 18 of Parcel Maps, Page 12, being portions of Sections 28 and 29, Township 11 North, Range 6 East, M.D.M., described as follows:

Beginning at a point which bears South 17° 59' 07" West 2734.11 feet from the Northeasterly corner of said Section 29; thence South 57° 32' 27" East 184.61 feet; thence South 75° 19' 45" East 149.22 feet; thence South 60° 01' 54" East 133.90 feet; thence South 78° 09' 24" East 99.38 feet; thence South 68° 07' 47" East 257.44 feet; thence South 75° 32' 28" East 114.47 feet; thence South 87° 46' 01" East 160.37 feet; thence South 57° 07' 08" East 55.60 feet; thence South 31° 05' 04" East 64.64 feet; thence South 15° 26' 21" East 247.24 feet; thence South 31° 54' 25" East 146.48 feet; thence South 42° 57' 25" East 192.33 feet; thence South 16° 27' 02" East 182.11 feet; thence South 54° 53' 40" East 245.00 feet; thence Southwesterly along the arc of a non-tangent curve to the left, concave to the Southeast, having a radius of 1992.00 feet and being subtended by a chord bearing South 34° 38' 15" West 32.53 feet; thence Southwesterly along the arc of a reverse curve to the right, concave to the Northwest, having a radius of 1860.00 feet and being subtended by a chord bearing South 57° 05' 00" West 1448.35 feet; thence North 05° 11' 28" West 584.94 feet; thence North 86° 37' 54" West 471.84 feet; thence North 79° 49' 06" West 238.87 feet; thence North 57° 21' 41" West 144.93 feet; thence North 65° 15' 54" West 169.58 feet; thence North 25° 42' 38" East 230.45; thence South 71° 49' 57" East 122.12 feet; thence North 21° 21' 33" East 115.14 feet; thence South 67° 33' 35" East 215.53 feet; thence South 85° 28' 29" East 232.11 feet; thence South 68° 59' 03" East 429.21 feet; thence North 89° 18' 02" East 107.39 feet; thence North 67° 37' 21" East 108.62 feet; thence North 17° 45' 08" East 500.89 feet; thence North 44° 12' 33" West 115.98 feet; thence North 76° 08' 05" West 473.05 feet; thence North 48° 56' 53" West 239.40 feet; thence North 23° 18' 57" West 215.93 feet; thence North 45° 28' 29" West 114.48 feet; thence North 44° 31' 31" East 27.56 feet; thence Northeasterly along the arc of a tangent curve to the left, concave to the Northwest, having a radius of 327.00 feet and being subtended by a chord bearing North 36° 07' 54" East 95.46 feet to the point of beginning.

EXCEPTING THEREFROM any portion thereof as described in the Deed to Renown Enterprises, Inc., recorded April 9, 1992, Document No. 92-027652, Official Records.

B. All that portion of Lot 7 as said Lot is shown and so designated on the Map entitled, "Northwest Roseville Specific Plan Unit No. 2", filed in Book Q of Maps, Page 56, described as follows:

Beginning at an angle point on the Northerly line of said Lot 7, being the Southerly terminus of the course shown as "North 44° 12' 23" West 115.98 feet" on said plat; thence from said point of beginning, North 81° 00' 51" West 101.85 feet; thence North 71° 03' 19" West 90.35 feet; thence North 76° 08' 05" West 266.00 feet; thence North 36° 28' 41" West 97.15 feet to a point on said Northerly line of said Lot 7; thence along said Northerly line the following two (2) courses: (1) South 76° 08' 05" East 433.84 feet; and (2) South 44° 12' 23" East 115.98 feet to the point of beginning.

C. All that portion of Lot 7 as said Lot is shown and so designated on the Map entitled, "Northwest Roseville Specific Plan Unit No. 2", filed in Book Q of Maps, Page 56, described as follows:

Beginning at an angle point on the Southerly line of said Lot 7, being the Easterly terminus of the course shown as "North 71° 49' 57" West 122.12 feet" on said plat; thence from said point of beginning, along said Southerly line of Lot 7, North 71° 49' 57" West 122.12 feet; thence North 25° 42' 38" East 60.00 feet; thence South 83° 56' 27" East 121.69 feet to a point on said Southerly line of Lot 7; thence along said Southerly line, South 21° 21' 33" West 85.14 feet to the point of beginning.

Assessor's Parcel Number: 477-100-016

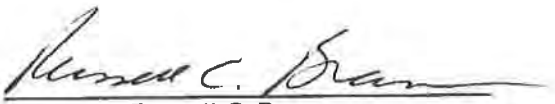
$8,240,000
CERTIFICATES OF PARTICIPATION, SERIES 2003B
(1993 Golf Course Refunding)
Evidencing the Direct, Undivided Fractional Interests of the Owners Thereof
In Lease Payments to be Made by the
CITY OF ROSEVILLE
As Rental for Certain Property Under a Lease Agreement with the
Roseville Finance Authority

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Site and Facility Lease, dated as of July 1, 2003, from the City of Roseville to the Roseville Finance Authority (the "Authority") is hereby accepted by the undersigned officer on behalf of the Authority pursuant to authority conferred by resolution of the Board of Directors of the Authority adopted on June 18, 2003, and the Authority consents to recordation thereof by its duly authorized officer.

Dated as of July 1, 2003

ROSEVILLE FINANCE AUTHORITY

By: 
Russell C. Branson,
Treasurer

"RECORDING REQUESTED BY
FINANCIAL TITLE"

4109656-272 EIC

TO BE RECORDED AND WHEN RECORDED
RETURN TO:

Jones Hall, A Professional Law Corporation
650 California Street, 18th Floor
San Francisco, CA 94108
Attention: David T. Fama, Esq.

PLACER, County Recorder
JIM MCCAULEY
DOC- 2003-0116196
Acct 212-FINANCIAL TITLE COMPANY
Wednesday, JUL 16, 2003 09:23:56
NOC $0.00
Ttl Pd $0.00 Nbr-0000893196
rec/CC/1-9

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement (this "Memorandum of Lease Agreement") is entered into as of July 1, 2003, by and between the ROSEVILLE FINANCE AUTHORITY, a joint exercise powers authority duly organized and existing under the laws of the State of California, as sublessor (the "Authority"), and the CITY OF ROSEVILLE, a chartered city and municipal corporation, duly organized and existing under the laws of the State of California, as sublessee (the "City"), who agree as follows:

1. The Lease. The City hereby subleases from the Authority and the Authority subleases to the City certain land and improvements which are located in the County of Placer, State of California, and are more particularly described in Exhibit A, attached hereto incorporated herein by reference (the "Leased Premises") upon the terms and conditions, more fully set forth in the Lease Agreement dated as of July 1, 2003, by and between the Authority as sublessor and the City as sublessee (the "Lease Agreement"), all of the provisions of which are hereby incorporated into this Memorandum of Lease Agreement by reference.

2. Term of the Lease. The Lease Agreement is for a term commencing as of the date of recording hereof and ending on June 1, 2038, or such earlier or later date on which the Lease Payments (as defined in the Lease Agreement) are paid in full or provision has been made for such payment in accordance with the Lease Agreement.

3. Assignment of Rights. The Authority has assigned certain of its rights under the Lease Agreement to BNY Western Trust Company, as trustee (the "Trustee") pursuant to an Assignment Agreement dated as of July 1, 2003, and recorded concurrently herewith by and between the Authority as assignor and the Trustee as assignee.

4. Provisions Binding on Successors and Assigns. Subject to the provisions of the Lease Agreement relating to assignment and subletting, the Lease Agreement shall inure to the benefit of and shall be binding upon the Authority and the City and their respective successors and assigns.

5. Purpose of Memorandum. This Memorandum of Lease Agreement is prepared for the purpose of recordation, and it in no way modifies the provisions of the Lease Agreement.

6. Execution. This Memorandum of Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Authority and the City have caused this Memorandum of Lease Agreement to be executed in their respective names by their duly authorized officers, as of the date first above written.

ROSEVILLE FINANCE AUTHORITY,
as sublessor

By: _____
Treasurer
Russell C. Branson

CITY OF ROSEVILLE,
as sublessee

By: _____
Finance Director
Russell C. Branson

Case: 24-10715 Doc# 192-20 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 232 of 410

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Placer } ss.

On July 10, 2003 (Date), before me, Rhonda K. Myers, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Russell C. Branson (Name(s) of Signer(s)),

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

Rhonda K. Myers
Signature of Notary Public

RHONDA K. MYERS
Commission # 1323975
Notary Public - California
Placer County
My Comm. Expires Nov 3, 2005

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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ILLEGIBLE NOTARY SEAL DECLARATION
GOVERNMENT CODE 27361.7

I certify and declare under penalty of perjury under the laws of the State of California that the non photographically portion of the Notary Seal to which this declaration is attached is true and correct as follows:

Name of Notary: Rhonda K. Myers

Date of commission expiration date: Nov 3, 2005

County of which Notary oath and bond filed: Placer

Notary identification number: 1323475

Seal manufacturer identification number: NNA2

Date: 07-15-03 Place of signing: Sacramento CA
City & State

Signature

EXHIBIT A
LEGAL DESCRIPTION

All that certain real property situated in the City of Roseville, County of Placer, State of California, described as follows:

PARCEL ONE: (Golf Course Additional Piece)

Lots E and F, as shown on the Map entitled, "Woodcreek Oaks Village No. 12", recorded May 6, 1993, in Book S of Maps, Page 27.

Assessor's Parcel Numbers: 17-230-36, 477-090-13, and 477-090-14

PARCEL TWO: (Golf Course Parcel 38 of Northwest Roseville Specific Plan)

Portions of Parcels B and C as said Parcels are shown and so designated on that certain Parcel Map, filed in Book 18 of Parcel Maps, Page 12, being portions of Sections 21, 28 and 29, Township 11 North, Range 6 East, M.D.M., described as follows:

Beginning at the Northwesterly corner of said Section 28; thence along the Northerly line of said Parcel B the following five (5) courses: (1) North 88° 44' 22" East 596.15 feet; (2) North 36° 33' 27" East 317.26 feet; (3) North 79° 01' 45" East 370.00 feet; (4) South 86° 59' 18" East 129.81 feet; (5) South 65° 49' 39" East 209.40 feet; thence South 01° 15' 38" East 173.00 feet; thence South 88° 44' 22" West 120.00 feet; thence South 01° 15' 38" East 158.50 feet; thence South 88° 44' 22" West 120.00 feet; thence South 01° 15' 38" East 120.84 feet; thence South 75° 04' 19" West 104.85 feet; thence South 57° 10' 10" West 99.26 feet; thence South 47° 38' 58" West 174.63 feet; thence South 61° 14' 40" West 202.77 feet; thence South 89° 33' 18" West 292.38 feet; thence South 66° 02' 56" West 169.39 feet; thence South 34° 15' 51" West 204.46 feet; thence South 00° 26' 42" East 511.56 feet; thence South 16° 15' 47" East 320.35 feet; thence South 25° 51' 28" East 202.83 feet; thence South 08° 13' 36" East 159.69 feet; thence South 43° 40' 00" West 89.26 feet; thence South 03° 24' 49" East 29.37 feet; thence South 42° 06' 16" West 110.04 feet; thence South 43° 40' 00" West 90.00 feet; thence North 66° 49' 02" West 157.25 feet; thence North 89° 46' 15" West 113.67 feet; thence North 12° 17' 21" West 372.22 feet; thence North 38° 43' 32" West 187.42 feet; thence North 75° 32' 04" West 569.44 feet; thence South 57° 51' 28" West 183.88 feet; thence South 14° 56' 14" East 94.35 feet; thence South 21° 53' 28" East 165.92 feet; thence South 09° 42' 01" West 563.23 feet; thence South 75° 25' 55" East 150.00 feet; thence South 14° 34' 05" West 152.52 feet; thence Southwesterly along the arc of a tangent curve to the right, concave to the Northwest, having a radius of 273.00 feet, and being subtended by a chord bearing South 29° 32' 48" West 141.12 feet; thence South 44° 31' 31" West 140.84 feet; thence North 45° 28' 29" West 112.25 feet; thence South 46° 02' 05" West 233.54 feet; thence South 16° 28' 03" West 500.92 feet; thence South 22° 58' 04" West 393.75 feet; thence South 64° 17' 22" East 124.79 feet; thence South 25° 42' 38" West 160.89 feet; thence North 61° 09' 45" West 322.98 feet; thence North 00° 14' 56" West 599.07 feet; thence North 32° 23' 00" East 280.00 feet; thence North 22° 05' 43" East 370.08 feet; thence North 03° 28' 08" East 115.00 feet; thence North 77° 04' 46" West 154.84 feet; thence North 03° 25' 47" West 152.12 feet; thence North 59° 05'

04" West 176.60 feet; thence South 87° 35' 38" West 393.24 feet; thence North 44° 38' 06" West 140.12 feet; thence North 82° 41' 03" West 90.14 feet; thence North 79° 50' 51" West 138.85 feet; thence South 56° 17' 37" West 176.52 feet; thence Northwesterly along the arc of a non-tangent curve to the left, concave to the Southwest, having a radius of 2000.00 feet and being subtended by a chord bearing North 39° 30' 15" West 404.07 feet; thence Northwesterly along the arc of a reverse curve to the right, concave to the Northeast, having a radius of 2000.00 feet and being subtended by a chord bearing North 39° 26' 10" West 408.81 feet; thence North 56° 02' 05" East 704.86 feet; thence North 16° 59' 00" West 445.60 feet; thence North 32° 31' 46" East 712.83 feet; thence South 83° 40' 37" East 141.06 feet; thence North 89° 46' 25" East 198.69 feet to an angle point in the Northerly line of said Parcel B; thence along the Northerly line of said Parcels B and C the following two (2) courses: (1) North 89° 46' 25" East 2045.25 feet; and (2) North 00° 28' 15" West 125.34 feet to the point of beginning.

Assessor's Parcel Numbers: 477-100-09, 477-090-07, 477-070-01, and 477-060-04

PARCEL THREE: (Golf Course Parcel 3A of the Northwest Roseville Specific Plan)

A. All that portion of Parcel C as said Parcel is shown and so designated on that certain Parcel Map, filed in Book 18 of Parcel Maps, Page 12, being portions of Sections 28 and 29, Township 11 North, Range 6 East, M.D.M., described as follows:

Beginning at a point which bears South 17° 59' 07" West 2734.11 feet from the Northeasterly corner of said Section 29; thence South 57° 32' 27" East 184.61 feet; thence South 75° 19' 45" East 149.22 feet; thence South 60° 01' 54" East 133.90 feet; thence South 78° 09' 24" East 99.38 feet; thence South 68° 07' 47" East 257.44 feet; thence South 75° 32' 28" East 114.47 feet; thence South 87° 46' 01" East 160.37 feet; thence South 57° 07' 08" East 55.60 feet; thence South 31° 05' 04" East 64.64 feet; thence South 15° 26' 21" East 247.24 feet; thence South 31° 54' 25" East 146.48 feet; thence South 42° 57' 25" East 192.33 feet; thence South 16° 27' 02" East 182.11 feet; thence South 54° 53' 40" East 245.00 feet; thence Southwesterly along the arc of a non-tangent curve to the left, concave to the Southeast, having a radius of 1992.00 feet and being subtended by a chord bearing South 34° 38' 15" West 32.53 feet; thence Southwesterly along the arc of a reverse curve to the right, concave to the Northwest, having a radius of 1860.00 feet and being subtended by a chord bearing South 57° 05' 00" West 1448.35 feet; thence North 05° 11' 28" West 584.94 feet; thence North 86° 37' 54" West 471.84 feet; thence North 79° 49' 06" West 238.87 feet; thence North 57° 21' 41" West 144.93 feet; thence North 65° 15' 54" West 169.58 feet; thence North 25° 42' 38" East 230.45; thence South 71° 49' 57" East 122.12 feet; thence North 21° 21' 33" East 115.14 feet; thence South 67° 33' 35" East 215.53 feet; thence South 85° 28' 29" East 232.11 feet; thence South 68° 59' 03" East 429.21 feet; thence North 89° 18' 02" East 107.39 feet; thence North 67° 37' 21" East 108.62 feet; thence North 17° 45' 08" East 500.89 feet; thence North 44° 12' 33" West 115.98 feet; thence North 76° 08' 05" West 473.05 feet; thence North 48° 56' 53" West 239.40 feet; thence North 23° 18' 57" West 215.93 feet; thence North 45° 28' 29" West 114.48 feet; thence North 44° 31' 31" East 27.56 feet; thence Northeasterly along the arc of a tangent curve to the left, concave to the Northwest, having a radius of 327.00 feet and being subtended by a chord bearing North 36° 07' 54" East 95.46 feet to the point of beginning.

EXCEPTING THEREFROM any portion thereof as described in the Deed to Renown Enterprises, Inc., recorded April 9, 1992, Document No. 92-027652, Official Records.

B. All that portion of Lot 7 as said Lot is shown and so designated on the Map entitled, "Northwest Roseville Specific Plan Unit No. 2", filed in Book Q of Maps, Page 56, described as follows:

Beginning at an angle point on the Northerly line of said Lot 7, being the Southerly terminus of the course shown as "North 44° 12' 23" West 115.98 feet" on said plat; thence from said point of beginning, North 81° 00' 51" West 101.85 feet; thence North 71° 03' 19" West 90.35 feet; thence North 76° 08' 05" West 266.00 feet; thence North 36° 28' 41" West 97.15 feet to a point on said Northerly line of said Lot 7; thence along said Northerly line the following two (2) courses: (1) South 76° 08' 05" East 433.84 feet; and (2) South 44° 12' 23" East 115.98 feet to the point of beginning.

C. All that portion of Lot 7 as said Lot is shown and so designated on the Map entitled, "Northwest Roseville Specific Plan Unit No. 2", filed in Book Q of Maps, Page 56, described as follows:

Beginning at an angle point on the Southerly line of said Lot 7, being the Easterly terminus of the course shown as "North 71° 49' 57" West 122.12 feet" on said plat; thence from said point of beginning, along said Southerly line of Lot 7, North 71° 49' 57" West 122.12 feet; thence North 25° 42' 38" East 60.00 feet; thence South 83° 56' 27" East 121.69 feet to a point on said Southerly line of Lot 7; thence along said Southerly line, South 21° 21' 33" West 85.14 feet to the point of beginning.

Assessor's Parcel Number: 477-100-016

$8,240,000
CERTIFICATES OF PARTICIPATION, SERIES 2003B
(1993 Golf Course Refunding)
Evidencing the Direct, Undivided Fractional Interests of the Owners Thereof
In Lease Payments to be Made by the
CITY OF ROSEVILLE
As Rental for Certain Property Under a Lease Agreement with the
Roseville Finance Authority

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Memorandum of Lease Agreement, dated as of July 1, 2003, from the Roseville Finance Authority, to the City of Roseville (the "City"), is hereby accepted by the undersigned officer on behalf of the City pursuant to authority conferred by resolution of the City Council of the City adopted on June 18, 2003, and the City consents to recordation thereof by its duly authorized officer.

Dated as of July 1, 2003

CITY OF ROSEVILLE

By: _____
Russell C. Branson,
Finance Director

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RECORDING REQUESTED BY)
AND WHEN RECORDED RETURN)
TO:)
)
Quateman & Zidell LLP)
1901 Avenue of the Stars)
Suite 1505)
Los Angeles, California 90067)
Attention: Steven Zidell, Esq.)

PLACER, County Recorder
JIM MCCAULEY
DOC- 2003-0175563
Check Number 20132gv
Tuesday, OCT 14, 2003 11:00:50
REC $17.00 MIC $3.00 AUT $15.00
SBS $14.00
Ttl Pd $49.00 Nbr-0000960607
gmv/GV/1-15

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

MAINTENANCE AGREEMENT

MAINTENANCE AGREEMENT

This Maintenance Agreement (the "**Agreement**") is made as of September 30, 2003, between WOODCREEK PLAZA LLC, a California limited liability company ("**Woodcreek**"), and STRAUCH BROTHER INCORPORATION, a California corporation ("**Strauch**"), with reference to the following facts:

RECITALS

A. Woodcreek is the owner of the real property located at 7456 Foothills Boulevard in the City of Roseville, County of Placer, State of California, Placer County Assessor's Parcel Number 477-100-031, also more particularly described in Exhibit "A" attached hereto (the "**Woodcreek Parcel**").

B. Strauch is the owner of adjacent real property located at the southwest corner of the intersection of Pleasant Grove Boulevard and Foothills Boulevard in the City of Roseville, County of Placer, State of California, Placer County Assessor's Parcel Number 477-100-024, also more particularly described in Exhibit "A" attached hereto (the "**Strauch Parcel**").

C. The Strauch Parcel and the Woodcreek Parcel comprise a portion of the Property as defined in that certain Declaration of Covenants, Conditions and Restrictions and Reservations of Easements for Woodcreek Plaza Business Center recorded January 26, 2000 as Document No. 2000-0004758, as amended and restated pursuant to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded June 17, 2003 as Document No. 2003-0098404 (the "**CC&Rs**"). All capitalized terms used in this Agreement and not otherwise defined herein shall have the meaning set forth in the CC&Rs. Woodcreek currently serves as the successor Declarant and Maintenance Director under the CC&Rs and is executing this Agreement in that capacity.

D. Strauch Brother Incorporation plans to build a carwash facility on the Strauch Parcel and acknowledges that due to the proximity of the Woodcreek Parcel and the Strauch Parcel and the reciprocal ingress and egress vehicular easements over the Property, the Property may be impacted by additional water flowing onto, over and beneath the Property resulting from the operation of the carwash.

E. The parties desire to establish certain rights and duties for and between themselves related to maintenance and certain other matters with respect to the Property, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

CONSTRUCTION OF CARWASH FACILITY AND PROPERTY MAINTENANCE

1.1 Construction of Carwash Facility.

1.1.1 Woodcreek approves the change in Strauch's use permit from the City of Roseville permitting a carwash on the Strauch Parcel and consents to Strauch constructing a carwash facility on the Strauch Parcel in accordance with those plans and specifications previously provided to Woodcreek, as more particularly described on Exhibit "B" attached hereto (the "**Plans**"); however, the parties acknowledge that the operation of such carwash is subject to the terms and provisions of the CC&Rs, including, but not limited to, Articles II and III of the CC&Rs. Subject to Strauch's compliance with the terms and conditions of this Agreement, Woodcreek agrees to take no action directly or indirectly (*i.e.*, encouragement of other property owners or tenants to take action) to prevent the construction or operation of the carwash facility in a commercially reasonable manner. Woodcreek approves the installation of surface drainage facilities as set forth on the Plans.

1.1.2 Strauch's construction and/or operation of the carwash in accordance with the Plans and other submittals by Strauch to Woodcreek and in a commercially reasonable manner are hereby deemed to be in accordance with the CC&Rs, and all requisite approvals and consents have been given, and all disclosures have been made, including, without limitation, the following:

a. Use of the Strauch Parcel as a gas station, convenience store and carwash is a permitted use under Section 2.1 of the CC&Rs, has been approved by Woodcreek as the successor Declarant and is in accord with the Design Guidelines.

b. Use of the Strauch Parcel as a gas station, convenience store and carwash in a commercially reasonable manner is not a prohibited operation or use under Section 2.2 of the CC&Rs.

c. All elements of the Exterior Elevations have been approved.

d. Pursuant to Section 3.7 of the CC&Rs, the parties agree that the staging area for the construction shall be located within the portion of the Strauch Parcel that is fenced during construction.

e. All applicable (submittal and review) fees required under the CC&Rs have been paid. The Architectural Review Committee (the "**Committee**") has been provided with requisite samples of the screening/fencing, and evidence of insurance.

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f. All proposed screening and screening materials are acceptable to the Committee pursuant to Section 4.4 of the CC&Rs.

g. The Committee has approved the proposed screening of all service areas pursuant to Section 4.5 of the CC&Rs.

h. Pursuant to Section 4.6 of the CC&Rs, all proposed landscaping is approved provided however: (i) on the west side of the Strauch Parcel the "Rhaphiolepis indica Ballerina" shown as 32/1-gallon plants must be replaced with 32/5-gallon mature plants; (ii) on the west side of the Strauch Parcel the "Arbutus unedo" shown as 9/5-gallon plants must be replaced with 9/15-gallon mature plants; (iii) on the west side of the Strauch Parcel the "Trachelospermum jasminoides 34/1-gallon" must be replaced with 34/5-gallon mature plants; (iv) on the south side of the Strauch Parcel the "Arbutus unedo 8/5-gallon" must be replaced with 8/15-gallon mature plants; and (v) on the west side of the Strauch Parcel, Strauch shall substitute the "Liquidambar styraciflua (Sweetgum) Festival" trees with 15-gallon sequoia trees (planted approximately 10 feet apart) which have a deeper root system and similar shading co-efficient.

i. The Committee has approved all proposed signage pursuant to Section 4.8 of the CC&Rs.

j. The Committee has approved the proposed location of all canopies, awnings and signs pursuant to Section 5.1 of the CC&Rs.

k. Operation of the carwash in a commercially reasonable manner will not cause, in and of itself, any offensive, noisy or dangerous activity (it will not, in and of itself, constitute a nuisance) pursuant to Section 10.1 of the CC&Rs.

1.1.3 Notwithstanding the foregoing approvals and consents, neither Woodcreek nor the Committee waives any claims, demands or causes of action against Strauch concerning any damage to all or any portion of the Property caused by, resulting from or arising out of Strauch's construction and/or operation of a carwash on the Strauch Parcel.

1.1.4 Woodcreek will take no action directly or indirectly (*i.e.*, encouragement of other property owners or tenants to take action) adverse to Strauch based on the fact that the definition of the Strauch Parcel in the CC&Rs does not reference the operation of a carwash thereon.

1.2 Parking Lot Maintenance. Commencing upon the operation of the carwash and on the first day of each month thereafter for so long as a carwash is operated on the Strauch Parcel, Strauch agrees to pay to the Maintenance Director $142.54 per month (the "**Parking Lot Payment**") to be used by the Maintenance Director exclusively for the cost of the following work (collectively referred to herein as the "**Seal Coat Work**"): seal coating and restriping (including repainting of fire lanes and directional arrows, but excluding colorization of stamped asphalt) for that portion of the Property indicated in Exhibit "C" attached hereto (the "**Seal Coat Area**"), which area encompasses the driveway and parking lot areas immediately to the west and south of the Strauch Parcel, exiting to Pleasant Grove Boulevard and to Foothills Boulevard. The Seal Coat

Area does not include any portion of the Strauch Parcel. To the extent that Parking Lot Payments are not fully utilized by the Maintenance Director as set forth above, such funds shall be accumulated and held by the Maintenance Director to pay for future Seal Coat Work concerning the portion of the Property indicated in Exhibit "C" attached hereto. In the event that the Parking Lot Payments are insufficient to pay expenses for future seal coating and restriping expenses concerning the portion of the Property indicated in Exhibit "C" attached hereto, the Maintenance Director shall notify Strauch, and Strauch agrees to pay such additional amount within seven (7) days after notice from the Maintenance Director. Strauch acknowledges that the Parking Lot Payment shall: (i) be in addition to Strauch's obligation to pay its Proportionate Share of Common Area expenses pursuant to the CC&Rs and (ii) in no way limit Strauch's liability for damage to all or any portion of the Property caused by the operation of a carwash on the Strauch Parcel.

1.3 Adjustment of Parking Lot Payment. The monthly Parking Lot Payment shall be adjusted on January 1, 2005, and every January 1st thereafter (each, an "**Adjustment Date**"), as follows:

The base ("**Beginning Index**") for computing the adjustment shall be the Consumer Price Index, All Urban Consumers (CPI-U), for San Francisco-Oakland (1982-84=100) ("**Index**"), published by the United States Department of Labor, Bureau of Labor Statistics, which is published for November 2004. If the Index published for the November preceding the applicable Adjustment Date ("**Extension Index**") has increased over the Beginning Index, the Parking Lot Payment for the period from the applicable anniversary until the next Adjustment Date shall be determined by multiplying the initial Parking Lot Payment by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index. Notwithstanding the foregoing, at a minimum, however, the adjusted Parking Lot Payment shall be at least three percent (3%) more than the immediately preceding Parking Lot Payment. If the Index is changed such that the base year differs from that used for the Beginning Index, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term of this Agreement, such other index or computation with which it is replaced, or as may be selected by the Maintenance Director, shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

1.4 Enforcement. If Strauch fails to make any payments required under this Agreement or defaults on any of its obligations under this Agreement, the Maintenance Director shall be entitled to exercise any of the rights and remedies specified in the CC&Rs, including, but not limited to, Section 16.2 of the CC&Rs.

1.5 Reimbursement of Expenses. Upon execution of this Agreement, Strauch shall deliver to Woodcreek or to its authorized representatives a check in the amount of Two Thousand Five Hundred Dollars ($2,500.00) to reimburse a portion of the Maintenance Director's expenses incurred in resolution of issues related to Strauch's application to the City of Roseville for a carwash facility on the Strauch Parcel. This amount is in addition to the $100 submittal fee and the $300 review fee Strauch has previously submitted to the Architectural Committee.

1.6 Performance of the Seal Coat Work. The Seal Coat Work shall be undertaken by a contractor selected by the Maintenance Director in its reasonable discretion, but said contractor shall be taken from a list of contractors that includes two contractors whose names are provided by Strauch. The contractor names to be provided by Strauch shall be provided to the Maintenance Director by Strauch no later than one week after receiving notice from the Maintenance Director of intent to solicit bids. In no event shall Strauch's failure to provide contractor names on a timely basis as provided herein preclude the Maintenance Director from proceeding forward to award a contract for the Seal Coat Work and for such work to commence. The Maintenance Director agrees to obtain at least two (2) bids from licensed contractors for the Seal Coat Work; however, Strauch acknowledges that the Maintenance Director shall not be required to accept the lowest bidder for the Seal Coat Work or any other maintenance work at the Property. However, prior to acceptance of any bid for the Seal Coat Work, if the lowest bid is not going to be accepted, the Maintenance Director must provide Strauch a copy of the bid and a written explanation as to why the bid is being accepted.

ARTICLE II

MODIFICATION OF CC&RS

Based on its understanding that construction and operation of the carwash in a commercially reasonable manner has been approved under and is in conformity with the CC&Rs, and all requisite consents, disclosure and approvals have been given or obtained, Strauch consents to the amendment and restatement of the CC&Rs pursuant to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions referred to in Recital C above. Strauch agrees to take no action directly or indirectly (*i.e.*, encouragement of other property owners or tenants to take action) to challenge the CC&Rs.

ARTICLE III

NOTICES

All notices, demands or other communications given hereunder must be in writing addressed to the address set forth below for each party and may be given by: (a) personal delivery, messenger or overnight courier; (b) certified mail with return receipt requested postage prepaid; or (c) facsimile transmission, with electronically generated receipt and verbal or written acknowledgment of receipt of the facsimile. Each party may change its address for notices by giving notice in accordance with this Section 3. Mailed notices will be deemed delivered as of the third day after mailing. Notices delivered by personal delivery, messenger or overnight courier shall be deemed to have been given upon tender to a natural person at the address shown below. Notices delivered by facsimile transmission shall be deemed to have been given upon confirmation of transmission to the correct facsimile number of the intended recipient.

If to Woodcreek to:

11693 San Vicente Boulevard, PMB 802
Los Angeles, California 90049
Attention: Ms. Marcia Goldenfeld

If to Strauch to:

1261 Pleasant Grove Boulevard
Roseville, California 95747
Attention: Mr. Marc Strauch

ARTICLE IV

GENERAL PROVISIONS

4.1 Attorneys' Fees. In the event either party commences an arbitration or judicial proceeding for the interpretation, enforcement, termination, cancellation or rescission hereof, or for damages for the breach hereof, including appeals, the prevailing party shall be entitled to an award or judgment against the other for an amount equal to reasonable attorneys' fees and court and other costs incurred. The "prevailing party" shall be the party which most nearly prevails as determined by the tribunal and shall not necessarily be the party in whose favor an award or judgment is given.

4.2 Authority. Each person signing this Agreement represents and warrants that: (i) he or she is duly authorized to sign and deliver this Agreement and (ii) this Agreement is binding upon the parties in accordance with its terms.

4.3 Covenants Running with the Land. The covenants contained in this Agreement are for the benefit of the Woodcreek Parcel, the Strauch Parcel and the other parcels comprising the Property, and said covenants shall run with said properties pursuant to California Civil Code Section 1468, and shall be binding upon the successive owners thereof. Strauch will have no future obligations under this Agreement upon the sale of the Strauch Parcel. Woodcreek will have no future obligations under this Agreement upon the sale of the Woodcreek Parcel or in the event Woodcreek is no longer acting as successor Declarant or Maintenance Director.

4.4 Creation of Liens. The breach of any term, condition, covenant or restriction of this Agreement, including, but not limited to, the non-payment of any monetary obligation due one party from the other party under the terms of this Agreement shall result in the creation of a lien against the property of the breaching or defaulting party and in favor of the non-breaching or non-defaulting party.

4.5 Mortgages Not Affected. A breach of any of the terms, conditions, covenants or restrictions of this Agreement shall not defeat or impair the lien of any mortgage or deed of trust made in good faith and for value or any lien of a party securing payment of any obligation herein. The lien of a party shall be subordinate to any such mortgage or deed of trust. The obligation for

any sums then due shall remain a personal obligation of the prior owner and shall not be an obligation of a later owner(s), and those claiming under them, whose title to a parcel or any part or portion thereof, is acquired by foreclosure, trustee sale, deed in lieu of foreclosure or otherwise. However, the terms, covenants, conditions and restrictions of this Agreement shall be binding on and effective against any such later owner(s) and those claiming under them.

4.6 Gender. The use herein of (a) the neuter gender includes the masculine and the feminine and (b) the singular number includes the plural, whenever the context so requires.

4.7 Captions. Captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or intent of this Agreement or any of the terms hereof.

4.8 Entire Agreement. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

4.9 Modification. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

4.10 Successors and Assigns. Strauch's rights, privileges and obligations hereunder shall be applicable to Strauch's successors and assigns only in connection with a transfer of the Strauch Parcel. Subject to the foregoing, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, and against, the parties hereto and their respective legal representatives, successors and assigns, including, but not limited to, all successor Declarants and Maintenance Directors. Strauch will use reasonable efforts to have its successors and assigns regarding the Strauch Parcel assume Strauch's obligations hereunder.

4.11 Additional Actions and Documents. The parties each agree to take such additional actions and execute such additional documents as shall be necessary or proper to carry out the transactions contemplated by this Agreement.

4.12 Severability. In the event any term, covenant, condition, provision or agreement herein contained is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, the fact that such term, covenant, condition, provision or agreement is invalid, void or otherwise unenforceable shall in no way affect the validity and enforceability of any other term, covenant, condition, provision or agreement herein contained.

4.13 Termination of Liability. Whenever a bona fide transfer of any interest in either of the parcels takes place, the liability of the transferor for breach of a covenant occurring thereafter with respect to the transferred interest shall automatically terminate, and the liability of the transferee shall automatically accrue.

4.14 No Waiver. The consent or approval by any party to or of any act or request of the other party requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar acts or requests.

4.15 No Joint Venture. Neither this Agreement nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or by any third person, to create the relationship of principal and agent, or of partnership, joint venture or any association between the parties to this Agreement.

4.16 Grants Subject to Matters of Record. The rights and privileges granted by this Agreement are subject to all covenants, conditions, restrictions, easements, rights-of-way, liens and encumbrances and other matters of record as of the date of recordation of this Agreement.

4.17 California Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

4.18 Reasonable Consent. Whenever a party's concurrence or consent is required by the terms of this Agreement as to any action of the other party, such consent or concurrence shall not be unreasonably withheld.

4.19 Termination. The provisions of this Agreement shall endure so long as a carwash is operated on the Strauch Parcel; provided, however, that said provisions can be modified or amended by a written instrument signed by the owners of both the Woodcreek Parcel and the Strauch Parcel.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WOODCREEK PLAZA LLC, a California limited liability company, in its capacity as successor Declarant and Maintenance Director

By: _____
Marcia Goldenfeld, Manager

STRAUCH BROTHER INCORPORATION, a California corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Case: 24-10715 Doc# 192-20 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 247 of 410

4.15 No Joint Venture. Neither this Agreement nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or by any third person, to create the relationship of principal and agent, or of partnership, joint venture or any association between the parties to this Agreement.

4.16 Grants Subject to Matters of Record. The rights and privileges granted by this Agreement are subject to all covenants, conditions, restrictions, easements, rights-of-way, liens and encumbrances and other matters of record as of the date of recordation of this Agreement.

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4.18 Reasonable Consent. Whenever a party's concurrence or consent is required by the terms of this Agreement as to any action of the other party, such consent or concurrence shall not be unreasonably withheld.

4.19 Termination. The provisions of this Agreement shall endure so long as a carwash is operated on the Strauch Parcel; provided, however, that said provisions can be modified or amended by a written instrument signed by the owners of both the Woodcreek Parcel and the Strauch Parcel.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WOODCREEK PLAZA LLC, a California limited liability company, in its capacity as successor Declarant and Maintenance Director

By: _____
Marcia Goldenfeld, Manager

STRAUCH BROTHER INCORPORATION, a California corporation

By: Marc B Strauch

Name: Marc B Strauch

Title: President/Secretary

By: _____

Name: _____

Title: _____

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF Los Angeles

On Oct 1, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Amelia Goldfeld, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is 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 on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public in and for said State

MGC1 MARK GLODE COMM. # 1257700 NOTARY PUBLIC-CALIFORNIA LOS ANGELES COUNTY COMM. EXP. APRIL 18, 2004 MGC1

STATE OF CALIFORNIA)
)
COUNTY OF)

On _____, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is 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 on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public in and for said State

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
COUNTY OF Sacramento)

On September 30, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared MARC B. STRAUCH, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is 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 on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.

CATHERINE D. BENNETT
COMM. # 1269183
NOTARY PUBLIC-CALIFORNIA
SACRAMENTO COUNTY
COMM. EXP. JUNE 29, 2004

Catherine D. Bennett
Notary Public in and for said State

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is 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 on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
Notary Public in and for said State

EXHIBIT "A"

LEGAL DESCRIPTIONS

Strauch Parcel:

Parcel 1 as shown on Parcel Map filed for record on August 27, 1998 in Book 29 of Parcel Maps, at Page 80, records of Placer County. APN 477-100-024

Woodcreek Parcel:

Parcel 6 as shown on Parcel Map filed for record on November 9, 2000 in Book 30 of Parcel Maps, at Page 36, records of Placer County. APN 477-100-031

EXHIBIT "B"

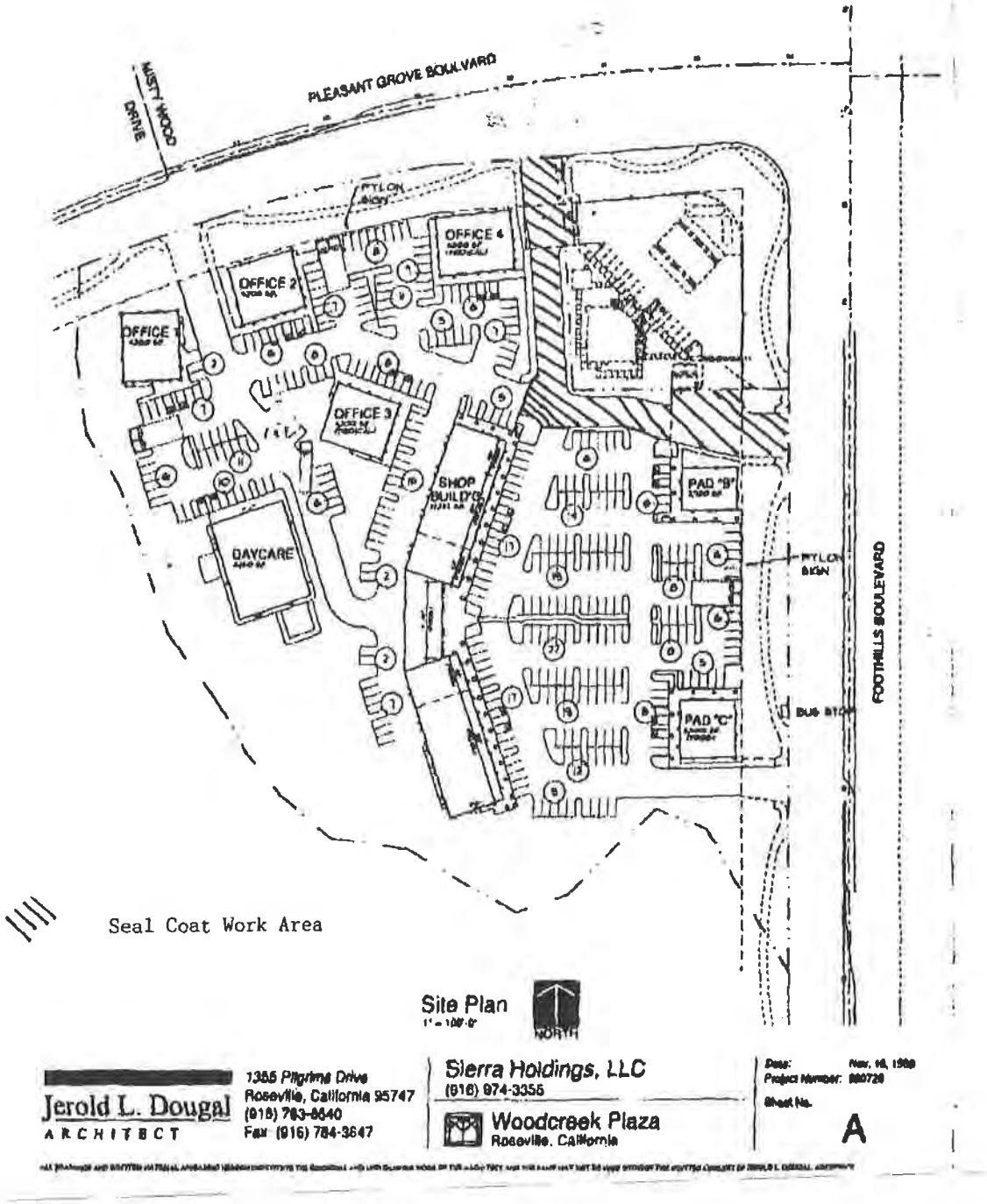
PLANS

Strauch ARCO gas, convenience store and carwash plans dated February 2003 prepared by K-12 Architects.

Landscaping Plan dated February 27, 2003 prepared by Bisnett Design Associates.

EXHIBIT "C"

SEAL COAT WORK AREA



0004237|.Doc/v7/3263.0020

Recording Requested by:

and when recorded, return to
Placer County
Community Development Resource Agency
Attn: C. Grant

PLACER, County Recorder
JIM MCCAULEY
DOC- 2006-0074211
Tuesday, JUL 11, 2006 14:27:58
NOC $0.00::
Ttl Pd $0.00 Nbr-0001510473
LAM/LM/1-8

Title of Document

A RESOLUTION

Before the Board of Supervisors
County of Placer, State of California

In the matter of:
A RESOLUTION ESTABLISHING ZONE OF BENEFIT NO. 193 IN COUNTY SERVICE AREA NO. 28 AND CONTINUING EXISTING AND APPROVED REVENUE SOURCES WITHIN SAID TERRITORY

Reso. No: 2006-60

The following **RESOLUTION** was duly passed by the Board of Supervisors of Placer County at a regular meeting held **March 21, 2006,** by the following vote:

THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE ATTEST

ANN HOLMAN
Clerk of the Board of Supervisors, County of Placer, State of California
Deputy Clerk

Ayes:	WEYGANDT, HOLMES, KRANZ, SANTUCCI
Noes:	NONE
Absent:	GAINES

Signed and approved by me after its passage.

Chairman, Board of Supervisors

Attest:
Clerk of the Board

WHEREAS, on January 9, 2006 the Board of Directors of the Placer Consolidated Fire Protection District ("District") directed its staff to initiate proceedings with the Placer Local Agency Formation Commission ("Placer LAFCo") to dissolve and cease doing business pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code section 56000 et seq.), and

WHEREAS, on February 7, 2006, the Board of Supervisors ("Board") of Placer County ("County") agreed to assume, upon dissolution of the District, the responsibility for providing fire protection services within the territory served by the District and integrate the territory into the operation of Placer County Fire based upon a transition plan approved by the Board, with the costs of services to be funded by existing District property tax revenues and pre-existing and approved charges upon parcels within the District to be transferred to the County, implemented through creation of a new zone of benefit within the existing County Service Area No. 28 ("CSA 28"); and

WHEREAS, on February 8, 2006, Placer LAFCo adopted LAFCo Resolution No. 2006-02, which provided that all property taxes and ongoing approved revenues of the District, including any existing benefit assessments, special taxes, general taxes, fiscal assets, reserves and other assets shall transfer to the County and be used by the County to fund operations under a new zone of benefit to be established by the County prior to the effective date of the dissolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF PLACER COUNTY THAT:

1) The Board does hereby create and establish Zone of Benefit No. 193 within County Service Area No. 28, to be known as *North Auburn/Ophir Fire*, for the purposes of providing fire protection and emergency services, the boundaries of which are shown in and legally described by Exhibits A and B, attached hereto and incorporated herein by reference; and

2) The Board does hereby accept all base and increment ad valorem property taxes and continue all approved ongoing revenue sources of the Placer Consolidated Fire Protection District existing as of the date of dissolution of the District, including any existing fees for plan checks and inspections, benefit assessments, special taxes, general taxes, fiscal assets, reserves, and other assets and revenues, to be used as determined necessary and appropriate to fund operations within the new zone of benefit, with all future decisions regarding funding and levels of service within the new zone of benefit determined by the Board as part of its ongoing administration of Placer County Fire.

LEGAL DESCRIPTION

NORTH AUBURN/OPHIR FIRE

A portion of Township 12 North, Range 7 East, Township 12 North, Range 8 East, Township 13 North, Range 7 East, Township 13 North, Range 8 East, Township 14 North, Range 7 East & Township 14 North, Range 8 East, M.D.M., Placer County California more particularly described as follows:

Beginning at the east quarter corner of Section 20, Township 12 North, Range 8 East; thence from said Point of Beginning west along the east-west centerline of Sections 19 and 20, said Township and Range one and one half (1 ½) miles to the center of said Section 19; thence north along the north-south centerline of said section 19 a distance of one half (1/2) mile to the north quarter corner thereof; thence west along the south line of Section 18, said Township and Range a distance of one half (1/2) mile to the southwest corner thereof; thence north along the west line of said Section 18 a distance of 2,950 feet more or less to the center of Auburn Ravine; thence northwesterly along the center of Auburn Ravine the following nineteen (19) courses:

1) North 80°20' West a distance of 347.51 feet
2) North 71°32' West a distance of 415.00 feet
3) North 79°10' West a distance of 128.20 feet
4) North 70°27' West a distance of 358.00 feet
5) North 72°10' West a distance of 127.00 feet
6) North 72°13' West a distance of 540.44 feet
7) South 52°54' West a distance of 299.41 feet
8) South 52°55' West a distance of 29.87 feet
9) South 36°53' West a distance of 213.46 feet
10) North 47°00' West a distance of 100.00 feet
11) North 14°29' West a distance of 250.00 feet
12) North 28°06' West a distance of 42.45 feet
13) North 80°52' West a distance of 160.80 feet
14) North 71°03' West a distance of 106.70 feet
15) North 89°54' West a distance of 202.36 feet
16) North 77°09' West a distance of 184.77 feet
17) North 47°06' West a distance of 208.60 feet
18) North 67°52' West a distance of 340.10 feet
19) North 75°41' West a distance of 80.54 feet more or less to the south line of the northeast quarter of the of the northwest quarter of Section 13, Township 12 North, Range 7 East; thence west along said north line a distance of 401.66 feet to the north-south centerline of the northwest quarter of said Section 13; thence north along said north-south centerline a distance of 5.64 feet more or less to the approximate center of Auburn Ravine; thence along the approximate center of Auburn Ravine the following twenty (20) courses:

1) South 80°20' West a distance of 152.7 feet
2) North 83°42' West a distance of 21.8 feet
3) North 69°21' West a distance of 75.6 feet
4) North 52°02' West a distance of 22.7 feet
5) North 30°31' West a distance of 18.8 feet
6) North 13°35' West a distance of 76.8 feet
7) North 08°32' West a distance of 83.1 feet
8) North 07°50' East a distance of 15.2 feet
9) North 55°24'East a distance of 97.7 feet
10) North 38°05' East a distance of 52.8 feet
11) North 16°15' East a distance of 217.3 feet
12) North 19°21' East a distance of 58.5 feet
13) North 08°07' East a distance of 183.4 feet
14) North 70°00' West a distance of 88.81 feet
15) South 81°30' West a distance of 58.0 feet
16) North 32°30' West a distance of 123.0 feet
17) North 50°00' West a distance of 190.0 feet
18) North 70°00' West a distance of 230.0 feet
19) North 71°00' West a distance of 400.0 feet
20) North 41°00' West a distance of 145.0 feet more or less to the north line of said Section 13; thence west along the north line of said Section 13 a distance of 150 feet more or less to the northeast corner of Section 14, said Township and Range; thence west along the north line of said Section 14 a distance of 125 feet more or less to the centerline of the Auburn Ravine; thence along said centerline the following five (5) courses:

1) South 47°35' West a distance of 80.00 feet
2) South 32°50' West a distance of 200.00 feet
3) North 70°20' West a distance of 205.00 feet
4) North 72°40' West a distance of 230.00 feet
5) North 63°40' West a distance of 395.00 feet to the south line of Section 11, said Township and Range; thence continuing along said centerline the following ten (10) courses:

1) North 49°27'01" West a distance of 159.17 feet
2) North 51°27'01" West a distance of 166.41 feet
3) North 75°57'01" West a distance of 110.00 feet
4) South 81°02'59" West a distance of 185.00 feet
5) North 78°57'01" West a distance of 210.00 feet
6) North 89°57'01" West a distance of 60.00 feet
7) South 73°32'59" West a distance of 215.00 feet
8) North 79°59'01" West a distance of 130.00 feet
9) North 54°29'01" West a distance of 300.00 feet
10) North 65°04'01" West a distance of 305.00 feet to the north-south centerline of said Section 11; thence north along the north-south centerline of said Section 11 a distance of 806.82 feet to the southeast corner of the north half of the southwest quarter of

said Section 11; thence west along the south line of the north half of the southwest quarter of said Section 11 a distance of one half (1/2) mile to the southwest corner thereof; thence north along the west line of Sections 11 and 2, said Township and Range a distance of one and one quarter (1 ¼) miles to the east quarter corner of Section 3, said Township and Range; thence west along the east-west centerline of said Section 3 a distance of one half (1/2) miles to the center of said Section 3; thence north along the north-south centerline of said Section 3 a distance of one half (1/2) mile to the south quarter corner of Section 34, Township 13 North, Range 7 East; thence west along the south line of said Section 34 a distance of one quarter (1/4) mile to the southwest corner of the east half of the southwest quarter of said Section 34; thence north along the west line of said east half and the west line of the east half of the northwest quarter of said Section 34 a distance of one (1) mile to the south line of Section 27, said Township and Range; thence east along said south line a distance of one quarter (1/4) mile to the south quarter corner of said Section 27; thence north along the north-south centerline of said Section 27 a distance of one half (1/2) mile to the center of said Section 27; thence east along the east-west centerline of said Section 27 a distance of one half (1/2) mile to the east quarter corner of said Section 27; thence north along the west lines of Sections 26, 23, 14, 11 and 2, said Township and Range and Section 35, Township 14 north, Range 7 East a distance of five (5) miles more or less to the boundary common to Placer County and Nevada County; thence along said boundary in a generally easterly direction a distance of six (6) miles more or less to the east line of Section 4, Township 13 North, Range 8 East; thence south along the east line of said Section 4 and the east line of Section 9, said Township and Range a distance of three quarters (3/4) of a mile more or less the southeast corner of the north half of the northeast quarter of said Section 9; thence west along the south line of said north half a distance of one half (1/2) mile to the north-south centerline of said Section 9; thence south along said centerline a distance of three quarters (3/4) of a mile to the south quarter of said Section 9; thence west along the south line of said Section 9 a distance of one half (1/2) mile to the northwest corner of Section 16 said Township and Range; thence south along the west line of said Section 16 three quarters (3/4) of a mile to the northwest corner of the south half of the southwest quarter of said Section 16; thence east along the north line of said south half and the north line of the south half of the southeast quarter of said Section 16, also being the north boundary of the plat entitled "Saddleback" filed in Book M of Maps at Page 23 Official Records of Placer County, a distance of 3267.59 feet to an angle point in the boundary of said plat entitled "Saddleback"; thence continuing along said boundary South 00°06'50" West a distance of 500.00 feet to an angle point in said boundary; thence continuing along said boundary South 89°46'19" East a distance of 2004.00 feet to the east line of said Section 16; thence south along said east line a distance of 816.25 feet more or less to the southeast corner of said Section16; thence east along the north line of Section 22, said Township and Range a distance of one half (1/2) mile to the north quarter corner thereof; thence south along the north-south centerline of said Section 22 a distance of one quarter (1/4) mile to the northwest corner of the southwest quarter of the northeast quarter of said Section 22; thence east along the north line of said southwest quarter a distance of one quarter (1/4) mile to the northeast corner thereof; thence south along the east line of said southwest quarter a distance of one quarter (1/4) mile to the southeast corner thereof; thence south along the east line of the northwest quarter of the southeast quarter of said Section 22 a distance of one quarter (1/4) mile to the southeast corner thereof; thence east along the north line of the southeast quarter of the southeast quarter of said Section 22 to

the northeast corner thereof; thence south along the east line of said Section 22 and Section 27, said Township and Range a distance of three quarters (3/4) of a mile to the east quarter corner of said Section 27; thence west along the east-west centerline of said Section 27 a distance of one half (1/2) mile to the center of said Section 27; thence south along the north-south centerline of said Section 27 and Section 34, said Township and Range a distance of one and one quarter (1 ¼) miles to the northwest corner of the south half of the southeast quarter of said Section 34; thence east along the north line of the south half of the southeast quarter of said Section 34 a distance of one half (1/2) mile to the northeast corner thereof also shown on the plat filed in Book 15 of Parcel Maps, Page 69 Official Records of Placer County as a point on the south line of a community road (Mill Pond Road); thence northeasterly along the south line of said community road a distance of 1,400 feet more or less to the westerly right of way of Bowman Road (County Road No. F6009); thence southerly along said westerly right of way a distance of 1,700 feet more or less to the south line of said Section 35; thence east along said south line a distance of 100 feet more or less to the westerly right of way of Interstate 80; thence southerly along said westerly right of way a distance of 3,000 feet more or less to the easterly right of way of the Central Pacific Rail Road; thence southerly along said easterly right of way a distance of 1,300 feet more or less to the west line of Section 2, Township 12 North, Range 8 East; thence south along the west line of said Section 2 a distance of 300 feet more or less to the boundary of the City of Auburn; thence in a generally counterclockwise direction along said City boundary to the Point of Beginning.

EXCEPTING THEREFROM:

A portion of the northwest quarter of Section 11, Township 12 North, Range 7 East, MDM Placer County, California described as follows:

Beginning at the northeast corner of Parcel 2 shown on that plat filed in Book 26 of Parcel Maps, Page 21 Official Records of Placer County as being a point on the west line of said Section 11 North 01°18'11" West a distance of 1353.64 feet from the west quarter corner thereof; thence from said Point of Beginning North 89°16'16" East a distance of 55.00 feet; thence South 02°00'10" West a distance of 389.95 feet; thence on the arc of a tangent 50 foot radius curve to the right, through a central angle of 89°16'02" an arc length of 77.90 feet to the west line of said Section 11; thence along said west line North 01°18'11" East a distance of 437.35 feet to the Point of Beginning.

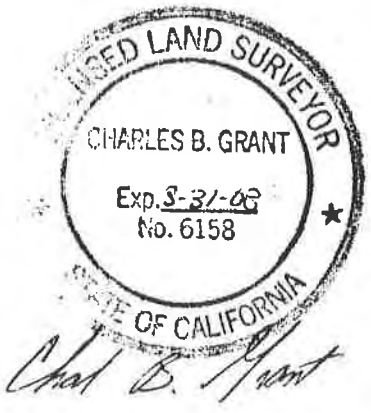
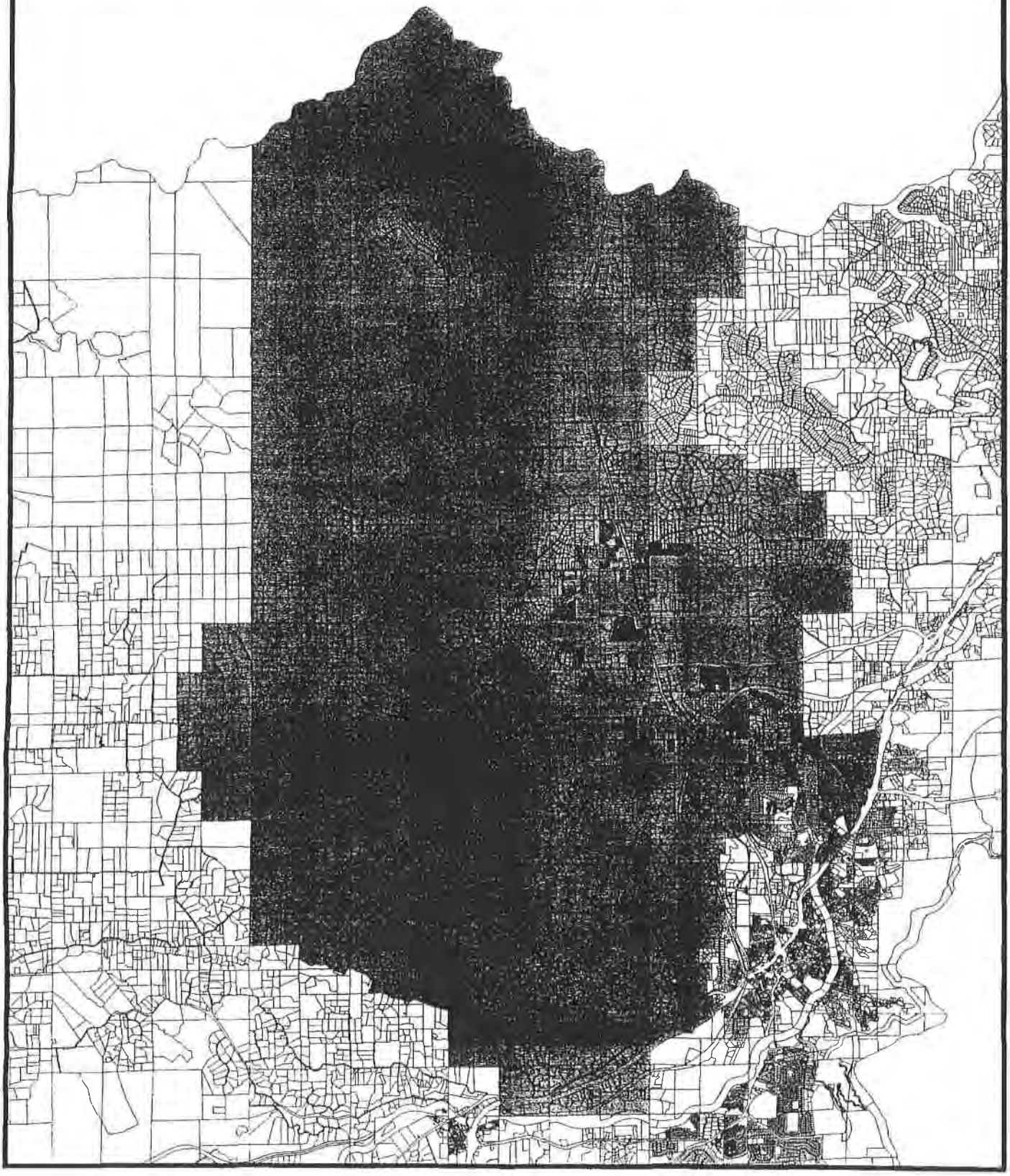


EXHIBIT 'B'



PLACER, County Recorder
JIM MCCAULEY
DOC- 2011-0045006-00
5404
FRIDAY, JUN 10, 2011 11:45:00

MIC	$3.00	AUT	$4.00	SBS	$3.00
ERD	$1.00	RED	$1.00	REC	$12.00
ADD	$0.00			PCOR	$20.00

Ttl Pd $44.00 Rcpt # 02125915
clk3q1mfj1/JL/1-4

Recording Requested by &
When Recorded Return To:
Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117
7710.2632-NBC

MEMORANDUM OF LEASE

1950964

(Document Title)

Recorded, Requested By, and
When Recorded Return To:
T-Mobile West Corporation
2380-A Bisso Lane
Concord, CA 94520
Attn: Lease Administration, Site No. SC54512A – 7456 Foothills, Roseville CA 95747

MEMORANDUM OF LEASE

This Memorandum of Site Lease with Option ("Memorandum") dated as of 3/15/11 is entered into between **Woodcreek Plaza LLC, a California limited liability company** ("Landlord") and **T-Mobile West Corporation, a Delaware corporation** ("Tenant") regarding a portion of the property.

See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of twelve (12) months after the date of the Lease with up to one additional twelve (12) months renewal ("Optional Period").

The Lease is for a term of five (5) years and will commence on the exercise of the option period. Tenant shall have the right to extend this Lease for five (5) additional Five-year terms.

This memorandum is solely for the purpose of giving constructive notice of the Lease. In the event of a conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

Landlord:

By: _____

Printed Name: MARCIA GOLDENFELD

Title: MANAGER

Date: 3-8-11

Tenant:

By: _____

Printed Name: ~~Tony Howard~~ Martin Vernon

Title: Interim ~~Director Engineering & Operations~~ Area Director Northern CA

Date: 3/15/11

State of California)
County of Los Angeles)

On March 8th 2011 before me, Yelena Osadchaya Notary Public (here insert name and title of the officer), personally appeared Marcia Goldenfeld

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 Yelena Osadchaya (Seal)

YELENA OSADCHAYA
Commission # 1811165
Notary Public - California
Los Angeles County
My Comm. Expires Aug 26, 2012

State of California)
County of Contra Costa)

On 03.16.11 before me, ~~(here insert name and title of the officer)~~ Luke Lucas, Notary Public, personally appeared MARTIN VERNON

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 LUKE LUCAS (Seal)

LUKE LUCAS
Commission # 1755074
Notary Public - California
Contra Costa County
My Comm. Expires Jul 2, 2011

Exhibit A

Legal Description of the Premises

APN: 477-100-031 -- Placer County

PARCEL ONE:

PARCEL 6, AS SHOWN AND DESIGNATED ON "PARCEL MAP FOR WOODCREEK PLAZA", FILED FOR RECORD NOVEMBER 9, 2000, IN BOOK 30 OF PARCEL MAPS, PAGE 36, OFFICIAL RECORDS.

APN: 477-100-031

PARCEL TWO:

NON-EXCLUSIVE EASEMENTS FOR THE PURPOSES STATED THEREIN, AS DESCRIBED IN ARTICLE VIII, PARAGRAPHS 8.1 (A) AND 8.1 (B), SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS RECORDED JANUARY 26, 2000, INSTRUMENT NO. 2000-0004758.

RECORDING REQUESTED BY
DPS

WHEN RECORDED MAIL TO

Law Offices of Mark J. Linder,
a Professional Corporation
1900 Avenue of the Stars, Suite 1800
Los Angeles, CA 90067
Attention: Mark J. Linder, Esq.

15

PLACER, County Recorder
JIM MCCAULEY
DOC- 2012-0122180-00
9433
WEDNESDAY, DEC 19, 2012 11:13:50
MIC $3.00 | AUT $6.00 | SBS $5.00
ERD $1.00 | RED $1.00 | REC $14.00
ADD $0.00

Ttl Pd $30.00 Rcpt # 02244587
olk9bh58j1/CC/1-6

Trustee Sale No. **2012-100257**

5817710

TRUSTEE'S DEED

The undersigned grantor declares:

1. **The Grantee herein was the Foreclosing Beneficiary**
2. **The Amount of the Unpaid Debt was $3,953,182.66**
3. **The Amount Paid by the Grantee was $3,125,000.00**
4. **The documentary transfer tax is $0.00** RET 11926

Beacon Default Management, Inc., a California corporation, as the duly appointed Trustee (herein called TRUSTEE) under that certain DEED OF TRUST WITH FIXTURE FILING, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT hereinafter described (herein called DEED OF TRUST), hereby grants and conveys, but without warranty, express or implied, to **WFC Woodcreek LLC, a California limited liability company,** herein called GRANTEE, all of its right, title and interest in and to that certain property situated in the City of **Roseville**, County of **Placer**, State of **California**, described as follows:

Please see Exhibit "A" attached hereto exhibit "B"

TAX PARCEL NO: **477-100-031**

This conveyance is made pursuant to the powers conferred upon TRUSTEE by that certain Deed of Trust executed by **WOODCREEK PLAZA LLC, a California limited liability company,** as Trustor(s), recorded **3/28/2003, as Instrument No. 2003-0048124,** in the office of the Recorder of **Placer** County, State of **California**, and after fulfillment of the conditions as specified in said Deed of Trust authorizing this conveyance. Default occurred as set forth in a Notice of Default and Election to Sell which was filed for record in the office of the Recorder of said County, and such default still existed at the time of sale. All requirements of law regarding the mailing of copies of notices and posting and publication of copies of the Notice of Sale have been complied with.

Said property was sold by said Trustee at public auction on **12/14/2012**, at the place named in the Notice of Sale, in the County of **Placer,** State of **California**, in which the property is situated. Grantee, being the highest bidder at such sale, became the purchaser of said property and paid therefore to said Trustee the amount bid, in lawful money of the United States, or by the satisfaction, pro tanto, of the obligations then secured by said Deed of Trust.

The undersigned further grants and conveys, but without warranty, express or implied, to Grantee all of the personal property security and other collateral described in **Exhibit "B"** attached hereto and incorporated herein by reference.

Date: 12/17/12

Beacon Default Management, Inc., a California corporation

By: _____
Erica Itskovich, Trustee Sale Officer

STATE OF **California**) ss.

COUNTY OF **Los Angeles**)

On 12/17/12, before me, **Alicia Louise Saiz**, Notary Public, personally appeared, **Erica Itskovich**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (seal)

ALICIA LOUISE SAIZ
COMM. #1980967
Notary Public - California
Los Angeles County
My Comm. Expires June 4, 2016

EXHIBIT A

All that certain real property situated in the County of Placer, State of California, described as follows:

City of Roseville

Parcel 6, as shown and designated on "Parcel Map for Woodcreek Plaza", filed for record November 9, 2000, in Book 30 of Parcel maps, Page 36, Official Records.

Exhibit "B"
Personal Property Description

1. All that certain lot(s), piece(s) or parcel(s) of land (the "Real Estate") as more particularly described on Exhibit "A" annexed hereto and made a part hereof, together with all of the easements, rights, privileges, franchises, tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any way appertaining and all of the estate, right, title, interest, claim and demand whatsoever of Debtor therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired; and

2. All of the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located or placed on the Real Estate (the "Improvement"); and

3. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, all rights to oil, gas, minerals, coal and other substances of any kind or character, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Real Estate and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road, highway, alley or avenue, opened, vacated or proposed, in front of or adjoining the Real Estate, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, courtesy and rights of courtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Real Estate and the Improvements and every part and parcel thereof, with the appurtenances thereto; and

4. All machinery, furniture, furnishings, equipment, computer software and hardware, fixtures (including, without limitation, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature, whether tangible or intangible, whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Real Estate and/or the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Real Estate and/or the Improvements, and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Real Estate and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation, enjoyment and occupancy of the Real Estate and the Improvements (hereinafter collectively referred to as the "Equipment"), including any leases of any of the foregoing, any deposits existing at any time in connection with any of the foregoing, and the proceeds of any sale or transfer of the foregoing, and the right, title and interest of Debtor in and to any of the Equipment that may be subject to any "security interests" as defined in the Uniform Commercial Code, as adopted and enacted by the State or States

where any of the collateral described herein is located (the "Uniform Commercial Code"); and

5. All awards or payments, including interest thereon, that may heretofore and hereafter be made with respect to the Real Estate and/or the Improvements, whether from the exercise of the right of eminent domain or condemnation (including, without limitation, any transfer made in lieu of or in anticipation of the exercise of said rights), or for a change of grade, or for any other injury to or decrease in the value of the Real Estate and/or Improvements; and

6. All leases and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in, the Real Estate and the Improvements, including any extensions, renewals, modifications or amendments thereof (hereinafter collectively referred to as the "Leases") and all rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, fees, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other payment and consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Real Estate and the Improvements (hereinafter collectively referred to as the "Rents"), together with all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt; and

7. All proceeds of and any unearned premiums on any insurance policies covering the collateral described herein, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the collateral described herein; and

8. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the collateral described herein and to commence any action or proceeding to protect the interest of Beneficiary in the collateral described herein; and

9. All accounts, escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the Uniform Commercial Code, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, permits, consents, licenses, management agreements, contract rights (including, without limitation, any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair, or other work upon the collateral described herein), approvals, actions, refunds of real estate taxes and assessments (and any other governmental

impositions related to the collateral described herein), and causes of action that now or hereafter relate to, are derived from or are used in connection with the collateral described herein, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively referred to as the "Intangibles"); and

10. All proceeds, products, offspring, rents and profits from any of the foregoing, including, without limitation, those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing; and

11. Any and all other rights of Debtor in and to the items set forth in Sections 1 through 10 above.

Recording requested by:

PLACER LOCAL AGENCY FORMATION COMMISSION (LAFCO)

When recorded mail to:
LAFCO
110 Maple Street
AUBURN, CA 95603

PLACER, County Recorder
JIM MCCAULEY
DOC- 2014-0001370-00

THURSDAY, JAN 9, 2014 8:13:15
MIC $0.00 | AUT $0.00 | SBS $0.00
ERD $0.00 | RED $0.00 | * $0.00
ADD $0.00

Ttl Pd $0.00 Rcpt # 02331181
CLK7NMLFJ1/ST/1-8

THIS SPACE FOR RECORDER'S USE

PLACER
LOCAL AGENCY FORMATION COMMISSION
CERTIFICATE OF COMPLETION

Pursuant to Government Code Sections 57200 and 57201, this Certificate of Completion is issued by the Executive Officer of the Placer Local Agency Formation Commission certifying that the following change of organization or reorganization has been completed:

PROPOSAL: Annexation to the Auburn Cemetery District (North)

SHORT FORM DESIGNATION: LAFCO # 2012-03

AFFECTED AGENCIES AND TYPE OF CHANGE:

City or District	Type of Organizational Change
Auburn Cemetery District	Annexation

The above-listed agencies are located within the County of Placer

BOUNDARIES AND TERMS AND CONDITIONS: The boundaries and the terms and conditions of approval of the above-cited change of organization are described and depicted in the attached LAFCO Resolution

CONDUCTING AUTHORITY PROCEEDINGS: This change of organization or reorganization was subject to Conducting Authority proceedings pursuant to Government Code Section 57075.

EFFECTIVE DATE OF THE ORGANIZATION: ***January 6, 2014***

Kristina Berry, Executive Officer
Placer Local Agency Formation Commission

1/6/2014
Date

EXHIBIT B
PLACER LOCAL AGENCY FORMATION COMMISSION
Resolution No. 2013-07

Approving an Annexation to the Auburn Cemetery District (LAFCO No. 2012-03—Auburn Cemetery District North)

Whereas, an application was filed with the Executive Officer of the Placer Local Agency Formation Commission in accordance with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Section 56000 et seq.--the "Act") for the annexation of certain territory as described in Exhibits 1 and 2, attached hereto and incorporated herein by reference (the "Territory") to the Auburn Cemetery District (the "District"); and,

Whereas, the application was filed by resolution of the Auburn Cemetery District, and

Whereas, the Executive Officer has reviewed the proposal and prepared a report, including recommendations thereon, the proposal and report having been presented to and considered by the Commission; and,

Whereas, this Commission held a hearing and received all oral and written comments, objections, and evidence with respect to this proposal and, has considered the report of the Executive Officer and all other relevant evidence and information; and,

Whereas, the matter has been duly considered by the Commission in accordance with the full requirements of the Act;

Now, therefore, the Placer County Local Agency Formation Commission does hereby determine, resolve and order as follows:

1. The Territory is legally inhabited under Section 56046 of the Act, approximately 16,000 residents reside in the annexation territory. The Commission orders protest proceeding pursuant to Government code section 56663 due to the fact that all of the property owners have not consented in writing to the proposal

2. The Territory is located within the existing sphere of influence for the District.

3. The Commission determines that this annexation is consistent with the Placer LAFCO Policies and the provisions of the Act, including but not limited to Section 56668 thereof.

4. The distinctive short form for this proposal shall be:
LAFCO No. 2012-03—Auburn Cemetery Annexation (North) to the Auburn Cemetery District.

5. The change of organization consists of the following:

Annexation of the Territory to the Auburn Cemetery District.

Upon the Effective Date, the Territory shall be included within the boundaries of the District.

6. In accordance with Government Code section 56886(t), the Territory shall assume and be subject to all previously authorized charges, fees, assessments or taxes levied by the Auburn Cemetery District as of the Effective Date.

7. The regular County assessment roll shall be used for this change of organization.

8. In accordance with Placer County Board of Supervisors Resolution No. 80-142 and agreement between the County and the District, there shall be no exchange of revenues from the property tax base or the property tax increment.

9. This approval is subject to payment of all necessary fees and charges of Placer LAFCO and such requirements of other agencies.

10 This approval is subject to the following terms and conditions:

None

11. The Commission delegates to the Executive Officer the authority to conduct the protest hearing pursuant to Government Code section 57000 et seq. and to determine if there are sufficient protests to hold an election.

12. The Executive Officer is authorized upon satisfaction of all conditions of this approval to prepare and execute a Certificate of Completion in accordance with Government Code section 57200. The date of issuance of the Certificate of Completion shall constitute the Effective Date of this change of organization.

Passed and adopted this 13th day of November, 2013, upon a vote of the members of the Placer Local Agency Formation Commission as follows:

Ayes: HOLMES, WEYGANDT, TREABESS, UCOVICH, BARKLE, SHEEHAN, RUDD

Noes: NONE

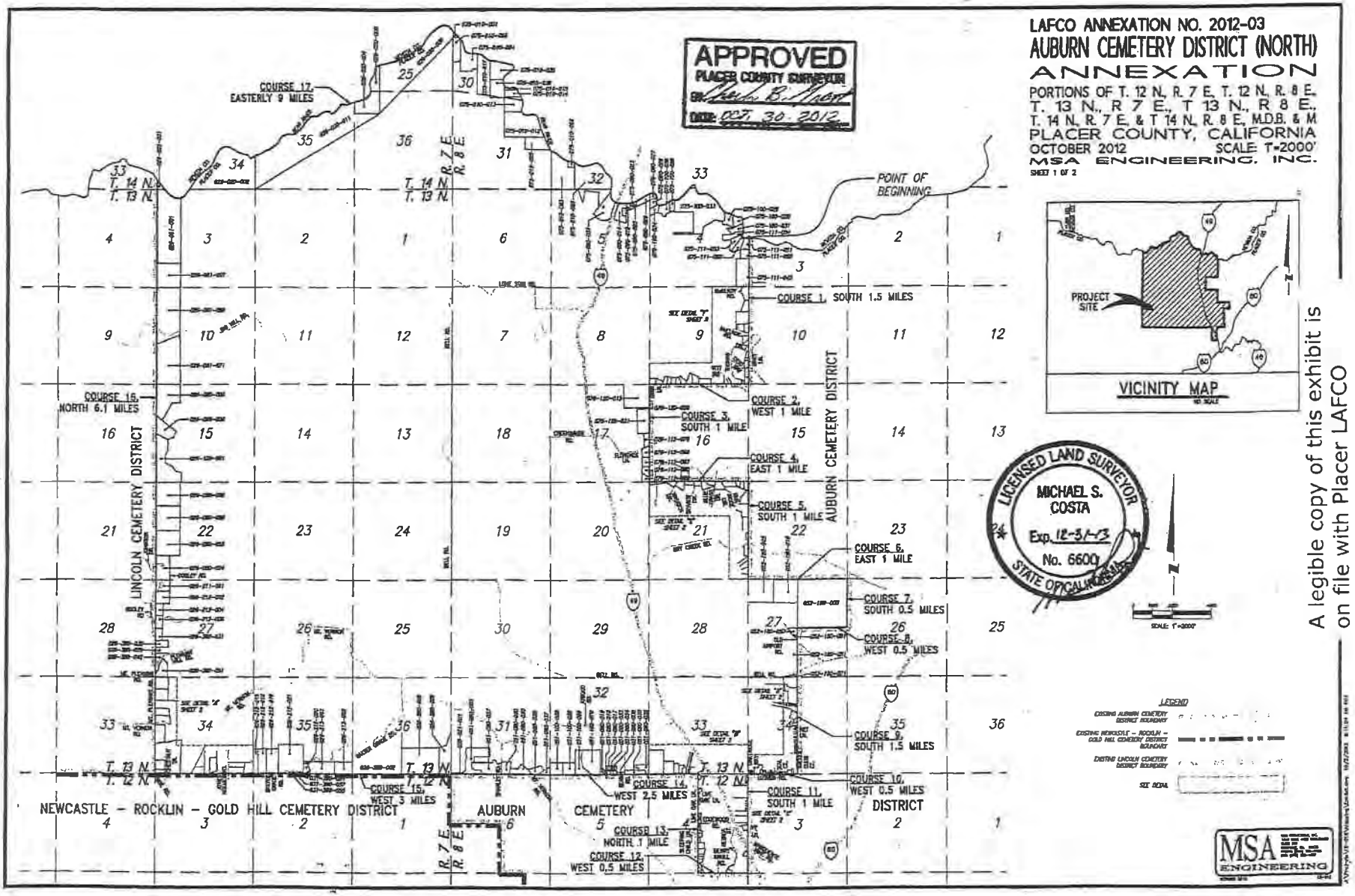
Absent: NONE

Signed and approved after adoption:

E. Howard Rudd, Chair

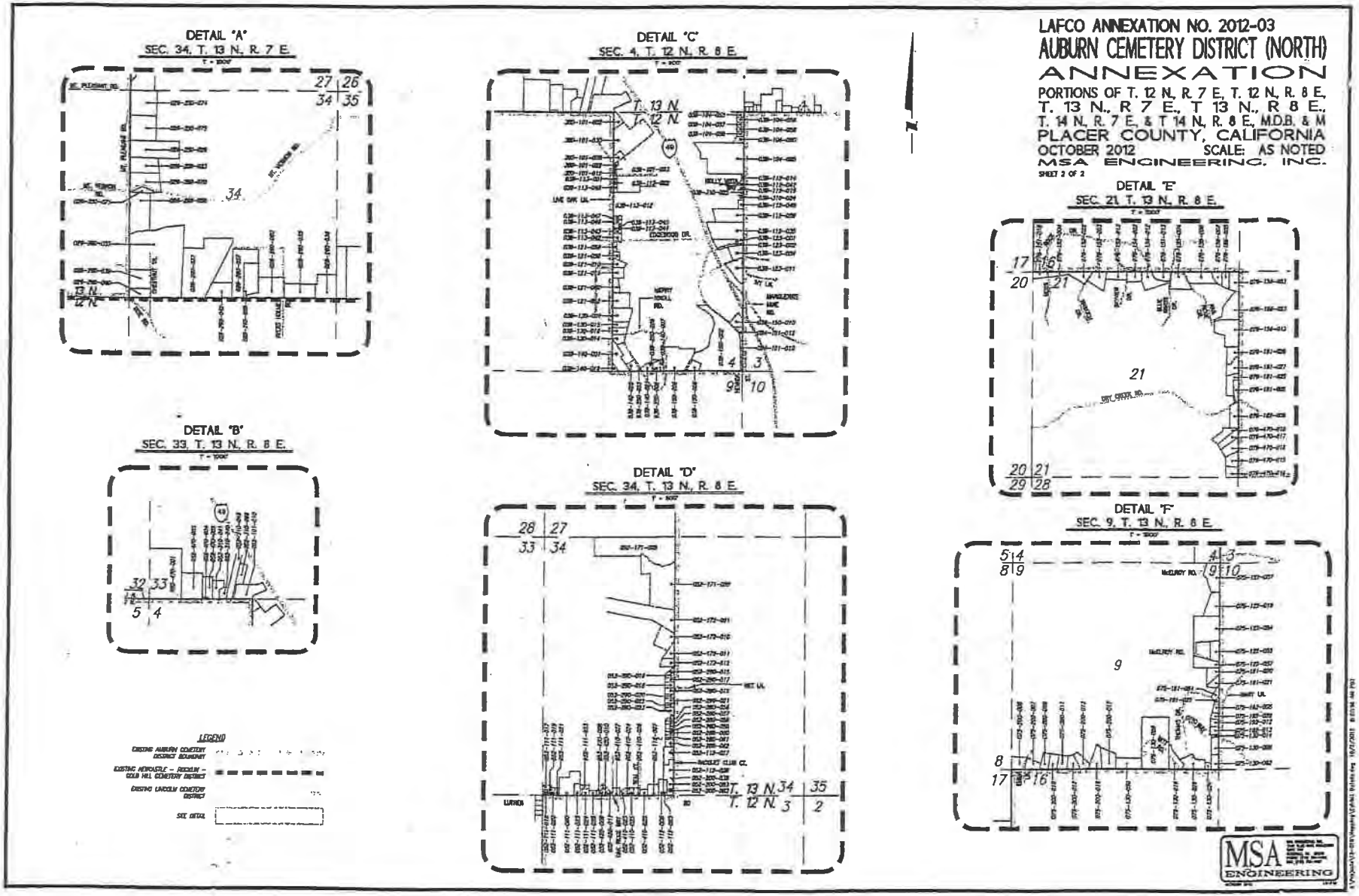
Attest:

Kristina Berry, AICP, Executive Officer



A legible copy of this exhibit is on file with Placer LAFCO

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Exhibit "D"
LEGAL DESCRIPTION
LAFCO ANNEXATION NO. 2012-03
AUBURN CEMETERY DISTRICT (NORTH)
ANNEXATION

Sections 1, 2, 10, 11, 12, 13, 14, 15, 22, 23, 24, 25, 26, 27, 34, 35, and 36 and a portion of Section 3 in Township 13 North, Range 7 East, M.D.B.& M., Sections 6, 7, 8, 9, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32, and 33 and a portion of Sections 4, 5, 27, and 34 in Township 13 North, Range 8 East, M.D.B.& M., a portion of Section 4 in Township 12 North, Range 8 East, M.D.B.& M., a portion of Sections 30, 31, 32, and 33, Township 14 North, Range 8 East, M.D.B.& M., and a portion of Sections 25, 34, 35 and 36, Township 14 North, Range 7 East, described as follows:

BEGINNING at the northwesterly corner of the existing Auburn Cemetery District boundary line, said point also being at the intersection of the section line common to Sections 3 and 4, Township 13 North, Range 8 East, M.D.B.& M., and the County Line common to Placer and Nevada Counties; thence from said **POINT OF BEGINNING,** leaving said County Line, along the existing Auburn Cemetery District boundary line, the following fourteen (14) courses:

Course 1. South 1.5 miles, along the east lines of said Sections 4 and 9, to the southeast corner of said Section 9;

Course 2. West 1 mile, along the south line of said Section 9 to the southwest corner of said Section 9;

Course 3. South 1 mile, along the east line of said Section 17 to the southeast corner of said Section 17;

Course 4. East 1 mile, along the north line of said Section 21 to the northeast corner of said Section 21;

Course 5. South 1 mile along the east line of said Section 21 to the southeast corner of said Section 21;

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Course 6. East 1 mile along the north line of said Section 27 to the northeast corner of said Section 27;

Course 7. South 0.5 miles along the east line of said Section 27 to the east one-quarter corner of said Section 27;

Course 8. West 0.5 miles along the east-west centerline of said Section 27 to the center one-quarter corner of said Section 27;

Course 9. South 1.5 miles along the north-south centerline of said Sections 27 and 34 to the south one-quarter corner of said Section 34;

Course 10. West 0.5 miles along the south line of said Section 34 to the southwest corner of said Section 34;

Course 11. South 1 mile along the east line of said Section 4 to the southeast corner of said Section 4;

Course 12. West 0.5 miles along the south line of said Section 4 to the south one-quarter corner of said Section 4;

Course 13. North 1 mile along the north-south centerline of said Section 4 to the north one-quarter corner of said Section 4;

Course 14. West 2.5 miles along the south lines of said Sections 33, 32, and 31 to the southwest corner of said Section 31, said point also being the northeast corner of the Newcastle – Rocklin – Gold Hill Cemetery District;

Course 15. West 3 miles, leaving said existing Auburn Cemetery District boundary line and along the existing Newcastle – Rocklin – Gold Hill Cemetery District boundary line, along the south lines of said Sections 36, 35, and 34 to the southwest corner of said Section 34, said point also being the southeast corner of the Lincoln Cemetery District (Mt. Pleasant Annexation 3552 O.R. 537);

Course 16. North 6.1 miles, leaving said Newcastle – Rocklin – Gold Hill Cemetery District and along the existing Lincoln Cemetery District boundary line, along the west lines of said Sections 34, 27, 22, 15, 10, 3, and 34 to the intersection of the west line of said Section 34, Township 14 North, Range 7 East and the County Line common to Placer and Nevada Counties;

Course 17. Easterly 9.0 miles, more or less, leaving said existing Lincoln Cemetery District boundary line, along the County Line common to Placer and Nevada Counties to the **POINT OF BEGINNING**.

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Containing 40 square miles, more or less.

###

Murray Smith & Associates
Engineering Inc.

October 1, 2012
12-018





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PLACER, County Recorder
JIM MCCAULEY
DOC- 2014-0028861-00
4205
MONDAY, MAY 5, 2014 14:15:48
MIC $6.00 | AUT $8.00 | SBS $6.00
ERD $2.00 | RED $2.00 | REC $24.00
ADD $0.00

Ttl Pd $48.00 Rcpt # 02354061
CLKCNMLFJ1/SM/2-7

RECORDING REQUESTED BY:

Old Republic Title

AND WHEN RECORDED MAIL TO

NAME: Old Republic Title Company- Attn: Post Closing

ADDRESS: 530 S. Main St, Suite 1031

CITY/STATE/ZIP: Akron, OH 44311

Memorandum of Master Prepaid Lease and Management Agreement

Old Republic ESCROW NO. 13049333
Crown Castle BU # 828131

APN: 477-100-031-000

Old Republic Title

AND WHEN RECORDED MAIL TO

NAME: Old Republic Title Company- Attn: Post Closing

ADDRESS: 530 S. Main St, Suite 1031

CITY/STATE/ZIP: Akron, OH 44311

Memorandum of Master Prepaid Lease and Management Agreement

Old Republic ESCROW NO. 13049353
Crown Castle BU # 828131

APN: 477-100-031-000

Crown Castle is claiming an exemption from the transfer tax because the entire term of the lease is less 35 years [Thrifty Corp. v. County of Los Angeles, 210 Cal. App. 3d 881, (1989)]. This cover letter is to clarify section three of the memorandum. The actual expiration date for the lease is November 30, 2041.

Documentary Transfer Tax $ 0.00
_____ Computed on full value of property
_____ Computed on full value less liens and encumbrances remaining at time of sale
_____ Computed on full value of lease surpassing the 35 year term limit _____
_____ Computed on leased area of the property

_____
Signature of Declarant or agent – Firm Name

Recording Requested by :

And When Recorded Mail to:

Old Republic Residential Information Services
530 S. Main Street, Suite 1031
Akron, Ohio 44311
Attention: _____

This space reserved for Recorder's use only

Cross Reference to:
Instrument Number 2011-0045006-00
Placer County, California Records

MEMORANDUM OF MASTER PREPAID LEASE AND MANAGEMENT AGREEMENT

THIS MEMORANDUM OF MASTER PREPAID LEASE AND MANAGEMENT AGREEMENT (this "Memorandum") is made this 16 day of August, 2013, by and between **T-MOBILE WEST TOWER LLC**, a Delaware limited liability company ("T-Mobile Lessor"), having a mailing address of 12920 S.E. 38th Street, Bellevue, Washington 98006, and **CCTMO LLC**, a Delaware limited liability company ("Crown"), having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

1. Woodcreek Plaza, LLC and T-Mobile West Corporation ("Original T-Mobile Tenant") entered into that certain Site Lease With Option dated March 15, 2011, a memorandum of which was recorded as Instrument Number 2011-0045006-00 with the County Recorder of Placer County, California, for certain real property as described on **Exhibit A** attached hereto and incorporated herein by reference (the "Land").

2. T-Mobile Lessor and Crown are parties to (a) a Master Prepaid Lease (the "MPL") and (b) a Management Agreement (the "MA"), each with an effective date of November 30, 2012, pursuant to which T-Mobile Lessor (as successor to Original T-Mobile Tenant) has granted to Crown and Crown has accepted, either (y) a leasehold or sub-leasehold interest in the Land, together with the telecommunications tower located thereon, and such other improvements as more fully set forth in the MPL or the MA, as applicable (collectively, the "Site"), or (z) an exclusive right to operate, manage and administer the Site, in either case, subject to the terms, conditions and reservations in the MPL or the MA, as applicable.

3. The MPL and the MA each have a term that commenced on November 30, 2012 and shall terminate or expire, with respect to the Site, on the Site Expiration Date or Technical Closing Date, as applicable, and as determined in accordance with the MPL and the MA, but in no event later than December 31, 2049.

4. Crown has an option to purchase T-Mobile Lessor's right, title and interest in the Site in accordance with Section 20 of the MPL.

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5. Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the MPL. The MPL and the MA and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the MPL or the MA or of any amendments thereto. The parties agree that the terms and conditions of the MPL and the MA, as applicable, shall govern the relationship of the parties under this Memorandum and the MPL and the MA are each incorporated herein by reference. In the event of a conflict or inconsistency between the terms of the MPL or the MA and this Memorandum, the applicable terms of the MPL and the MA shall govern and control.

6. This Memorandum shall not be amended, supplemented or modified in any respect, except pursuant to written agreement duly executed by the parties; provided, however, if the term of both the MPL and MA shall terminate or expire with respect to the Site, the parties shall execute and file a revocation of or amendment to this Memorandum to evidence such termination or expiration. If either party fails to timely execute a revocation of or amendment to this Memorandum promptly after the expiration or termination of both the MPL and MA, then the other party shall have the right to execute such revocation or amendment as attorney in fact for such failing party.

[Remainder of page intentionally left blank. Signature and acknowledgments to follow.]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

T-MOBILE LESSOR:

T-MOBILE WEST TOWER LLC,
a Delaware limited liability company

By: **CCTMO LLC,**
a Delaware limited liability company
Its: Attorney in Fact

By: _____
Name: Lisa A. Sedgwick
Its: RET Manager

State of ~~California~~ Texas)

County of Harris)

On Aug. 19, 2013 before me, Brenda C. Featherston, a notary public, personally appeared Lisa A. Sedgwick, RET Manager of **CCTMO LLC**, a Delaware limited liability company, as Attorney in Fact for **T-MOBILE WEST TOWER LLC**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

BRENDA C. FEATHERSTON
Notary Public, State of Texas
My Commission Expires
July 30, 2016

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CROWN:

CCTMO LLC,
a Delaware limited liability company

By: _____ (SEAL)
Name: Lisa A. Sedgwick
Its: RET Manager

State of ~~California~~ Texas)

County of Harris)

On Aug. 19, 2013 before me, Brenda C. Featherston, a notary public, personally appeared Lisa A. Sedgwick, RET Manager of **CCTMO LLC**, a Delaware limited liability company, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

BRENDA C. FEATHERSTON
Notary Public, State of Texas
My Commission Expires
July 30, 2016

Case: 24-10715 Doc# 192-20 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 285 of 410

EXHIBIT "A"

An approximately 650 square foot portion of the following described real property, together with easements for ingress, egress and utilities thereto:

SITUATED IN THE COUNTY OF PLACER, CITY OF ROSEVILLE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

PARCEL 6, AS SHOWN AND DESIGNATED ON "PARCEL MAP FOR WOODCREEK PLAZA", FILED FOR RECORD NOVEMBER 9, 2000, IN BOOK 30 OF PARCEL MAPS, PAGE 36, OFFICIAL RECORDS.

PARCEL TWO:

NON-EXCLUSIVE EASEMENTS FOR THE PURPOSES STATED THEREIN, AS DESCRIBED IN ARTICLE VIII, PARAGRAPHS 8.1 (A) AND 8.1 (B), SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS RECORDED JANUARY 26, 2000, INSTRUMENT 2000-00047858.

TAX ID NO: 477-100-031-000

ADDRESS: 7456 Foothills Blvd, Roseville, CA 95747

5

RECORDING REQUESTED BY SPL

WHEN RECORDED RETURN AND MAIL TAX STATEMENTS TO:

KS Mattson Partners, LP
P.O.Box 5490
Vacaville, CA 95696

APN: 477-100-031

PLACER, County Recorder
JIM MCCAULEY
DOC- 2014-0085537-00
SPL INC.
WEDNESDAY, NOV 26, 2014 12:00:00
MIC $3.00 | AUT $5.00 | SBS $4.00
ERD $1.00 | RED $1.00 | REC $13.00
ADD $0.00

Ttl Pd $27.00 Rcpt # 02396030
CLK8BH58J1/BJ/1-5

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

The undersigned grantor declares:
Documentary Transfer Tax not shown pursuant to Section 11932 of the Revenue and Taxation Code, as amended

AMOUNT OF REAL PROPERTY TRANSFER SHOWN ON SEPARATE PAPER, PLACER COUNTY CODE SECTION 4.08.120

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, WFC WOODCREEK, L.L.C., a California limited liability company, does hereby grant to KS MATTSON PARTNERS, L.P. a California limited partnership, all of that certain real property in the City of Roseville, County of Placer, State of California, as more particularly described in Exhibit A attached hereto and made a part hereof, together with all buildings and improvements located thereon and all easements, rights of way and other rights of every kind or nature appurtenant thereto.

SUBJECT TO those matters set forth on Exhibit B attached hereto and made a part hereof.

[Remainder of page intentionally left blank;
Signature Page To Follow]

a

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed as of November 25, 2014.

"GRANTOR"

WFC WOODCREEK, L.L.C.,
a California limited liability company

By: Westwood Financial Corp.,
A California corporation, Its Manager

By: _____
Name: Lawrence F. Stern
Title: Vice President

071269\6583217v1

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)
) ss:
COUNTY OF Los Angeles)

On November 21, 2014 before me, Xiomara Elizabeth Aguilar, Notary Public
(insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Signature: _____

[Seal]

XIOMARA ELIZABETH AGUILAR
Commission # 2057905
Notary Public - California
Los Angeles County
My Comm. Expires Feb 14, 2018

Exhibit A to Grant Deed

Legal Description

The land situated in the State of California, County of Placer, City of Roseville, described as follows:

Parcel 6, as shown and designated on "Parcel Map for Woodcreek Plaza," filed for record November 9, 2000, in Book 30 of Parcel Maps, Page 36, Official Records

APN: 477-100-031

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Exhibit B to Grant Deed

Permitted Exceptions

1. Non-delinquent taxes and assessments.

2. All other covenants, conditions, restrictions, reservations, rights, rights of way, easements, encumbrances, liens and title matters of record and all matters which an accurate survey of the Property would disclose.

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PLACER, County Recorder
JIM MCCAULEY
DOC- 2014-0091079-00
3858
THURSDAY, DEC 18, 2014 9:35:27

MIC	$3.00	AUT	$1.00	SBS	$0.00
ERD	$1.00	RED	$1.00	REC	$9.00
ADD	$0.00	ROS	$621.50	PCOR	$20.00

Ttl Pd $656.50 Rcpt # 02399935
CLK7NMLFJ1/SM/1-1

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO

NAME KS Mattson Partners, LP

ADDRESS P.O. Box 5490

CITY
STATE & ZIP Vacaville, CA 95696

GRANT DEED

TITLE ORDER NO. **ESCROW NO.** **APN NO.** 477-100-031

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is $ 621.50 CITY TAX $ _____

☐ computed on full value of property conveyed, or computed on full value less value of liens or encumbrances remaining at time of sale,
Unincorporated area: ☑ City of Roseville, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, KS Mattson Partners, LP, a California Limited Partnership, as an undivided 13.290% interest

hereby GRANT(s) to David Murphy and Iris Murphy, as Trustees of the David and Iris Murphy Revocable Trust dated November 2,1995
as to an undivided ~~5.71%~~ 13.290% interest

the following described real property in the County of Placer State of California, described as:
PARCEL 6 AS SHOWN ON PARCEL MAP FILED FOR REORD ON NOVEMBER 9, 2000 IN BOOK 30 OF PARCEL MAPS, AT PAGE 36, RECORDS OF PLACER COUNTY.

KS Mattson Partners LP, a California Limited Partnership

Dated December 1, 2014

Kenneth W Mattson

STATE OF CALIFORNIA }
COUNTY OF Solano }

ON Nov 25, 2014 before me, Doris M. DeRosier
Notary Public, personally appeared Kenneth W. Mattson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed tothe 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 Doris M. DeRosier (Seal)

DORIS M. DEROSIER
COMM. # 1924101
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
COMM. EXPIRES MARCH 1, 2015

SM

PLACER, County Recorder
JIM MCCAULEY
DOC- 2014-0091080-00
3858
THURSDAY, DEC 18, 2014 9:35:28

MIC	$3.00	AUT	$1.00	SBS	$0.00
ERD	$1.00	RED	$1.00	REC	$9.00
ADD	$0.00	ROS	$495.00	PCOR	$20.00

Ttl Pd $530.00 Rcpt # 02399935
CLK7NMLFJ1/SM/1-1

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO

NAME KS Mattson Partners, LP

ADDRESS P.O. Box 5490

CITY
STATE & ZIP Vacaville, CA 95696

GRANT DEED

TITLE ORDER NO. **ESCROW NO.** **APN NO.** 477-100-031

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is $ 495.00 CITY TAX $ _____

☐ computed on full value of property conveyed, or computed on full value less value of liens or encumbrances remaining at time of sale,
Unincorporated area: ☑ City of Roseville, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, KS Mattson Partners, LP, a California Limited Partnership, as an undivided 9.77% interest

hereby GRANT(s) to Gary R Fox and Katherine E Fox as Trustees of The Fox Family Trust dated May 24, 2002, as to an undivided 9.77% interest

the following described real property in the County of Placer State of California, described as:
PARCEL 6 AS SHOWN ON PARCEL MAP FILED FOR REORD ON NOVEMBER 9, 2000 IN BOOK 30 OF PARCEL MAPS, AT PAGE 36, RECORDS OF PLACER COUNTY

KS Mattson Partners LP, a California Limited Partnership

Dated December 15, 2014

Kenneth W Mattson

STATE OF CALIFORNIA }
COUNTY OF Marin }

ON Dec 15 2014 before me, Doris M. DeRosier
Notary Public, personally appeared Kenneth W. Mattson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed tothe 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 Doris M. DeRosier (Seal)

DORIS M. DEROSIER
COMM. # 1924101
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
COMM. EXPIRES MARCH 1, 2015

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO

NAME KS Mattson Partners, LP

ADDRESS P.O. Box 5490

CITY
STATE & ZIP Vacaville, CA 95696

PLACER, County Recorder
JIM MCCAULEY
DOC- 2015-0018303-00
4936
FRIDAY, MAR 13, 2015 10:16:07
MIC $3.00 | AUT $2.00 | SBS $1.00
ERD $1.00 | RED $1.00 | REC $10.00
ADD $0.00 | ROS $385.00

Ttl Pd $403.00 Rcpt # 02416531
CLKFPMLFJ1/CC/1-2

GRANT DEED

TITLE ORDER NO. ESCROW NO. APN NO. 477-100-031

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is $ 385.00 CITY TAX $ 0.00

☐ computed on full value of property conveyed, or computed on full value less value of liens or encumbrances remaining at time of sale,
☑ Unincorporated area: ☐ City of Roseville, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, KS Mattson Partners, LP, a California Limited Partnership, as an undivided 5.95% interest

hereby GRANT(s) to Barbara Ann Kastner, a married woman as her sole and separate property, as to an undivided 5.95% interest

the following described real property in the County of Placer State of California, described as:
PARCEL 6 AS SHOWN ON PARCEL MAP FILED FOR REORD ON NOVEMBER 9, 2000 IN BOOK 30 OF PARCEL MAPS, AT PAGE 36, RECORDS OF PLACER COUNTY

Dated February 27, 2015

KS Mattson Partners LP, a California Limited Partnership

Kenneth W Mattson

STATE OF CALIFORNIA }
COUNTY OF Solano }

ON 3-2-2015 before me, Doris M. DeRosier
Notary Public, personally appeared Kenneth W. Mattson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed tothe 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 Doris M DeRosier (Seal)

DORIS M. DEROSIER
COMM. # 2098305
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
COMM. EXPIRES MARCH 1, 2019

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 Ca

County of Solano

On 3-2-2015 before me, Doris M. DeRosier, Notary Public,
(here insert name and title of the officer)

personally appeared Kenneth W. Matteson,
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.

Doris M. DeRosier
Signature

(Seal)

DORIS M. DEROSIER
COMM. # 2098805
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
COMM. EXPIRES MARCH 1, 2019

PLACER, County Recorder
JIM MCCAULEY
DOC- 2015-0098974-00
6672
FRIDAY, NOV 13, 2015 9:00:34
MIC $3.00 | AUT $3.00 | SBS $2.00
ERD $1.00 | RED $1.00 | REC $11.00
ADD $0.00 | ROS $412.50

Ttl Pd $433.50 Rcpt # 02475451
CLKBPMLFJ1/SG/1-3

RECORDING REQUESTED BY:
KS Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
KS Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Property Address: 7456 Foothills Blvd., Roseville, CA 95747-6560 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): 477-100-031

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☑ **The documentary transfer tax is** $412.50 and is computed on:
- ☐ the full value of the interest or property conveyed.
- ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.

The property is located in ☑ the **City of** Roseville

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
KS Mattson Partners, LP, a California Limited Partnership, as an undivided 3.344% interest

hereby GRANT(S) to Farideh Afrakhteh, a married woman, as to an undivided 3.344% interest

the following described real property in the City of Roseville, County of Placer, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: October 14, 2015

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP, a California Limited Partnership

BY: _____
Kenneth W Mattson

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): 477-100-031

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 Solano
On October 14, 2015 before me, Bailey Grossheim, Notary Public,
(here insert name and title of the officer)
personally appeared Kenneth W. Mattson,
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.

Bailey Grossheim
Signature

(Seal)

BAILEY GROSSHEIM
COMM. #2070004
Notary Public - California
Solano County
My Comm. Expires May 31, 2018

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 477-100-031-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 6, as shown and designated on "Parcel Map for Woodcreek Plaza", filed November 9, 2000 in Book 30 of Parcel Maps at Page 36, Placer County Records.

Case: 24-10715 Doc# 192-20 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 298 of 410

RECORDING REQUESTED BY:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

PLACER, County Recorder
JIM MCCAULEY
DOC- 2015-0099526-00
9956
FRIDAY, NOV 13, 2015 15:13:05

MIC	$3.00	AUT	$3.00	SBS	$2.00
ERD	$1.00	RED	$1.00	REC	$11.00
ADD	$0.00	ROS	$572.00	PCOR	$20.00

Ttl Pd $613.00 Rcpt # 02475865
CLK46MLFJ1/SM/1-3

Property Address: 7456 Foothills Blvd., Roseville, CA 95747 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 477-100-031

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☑ **The documentary transfer tax is** $572.00 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Roseville

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to The Dennison Living Trust dated 06/18/2003 Ronald W. Dennison, Trustee, and Deborah A. Dennison, Trustee, as to an undivided 5.633% interest.

the following described real property in the City of Roseville, County of Placer, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: October 28, 2015

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 477-100-031

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 Calif

County of Solano

On Oct. 30, 2015 before me, Doris M. DeRosier, Notary Public,
(here insert name and title of the officer)

personally appeared Kenneth W Mallison,
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.

Doris M. DeRosier (Seal)
Signature

MGC1 DORIS M. DEROSIER COMM. # 2098805 NOTARY PUBLIC - CALIFORNIA SOLANO COUNTY COMM. EXPIRES MARCH 1, 2019 MGC1

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 477-100-031-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 6, as shown and designated on "Parcel Map for Woodcreek Plaza", filed November 9, 2000 in Book 30 of Parcel Maps at Page 36, Placer County Records.

3/

Recording Requested By:

City of Roseville

When Recorded Mail to:

Willdan Financial Services
27368 Via Industria, Suite 200
Temecula, CA 92590

PLACER, County Recorder
JIM MCCAULEY
DOC- 2015-0102295-00
1769
TUESDAY, NOV 24, 2015 10:53:37

MIC	$3.00	AUT	$4.00	SBS	$3.00
ERD	$1.00	RED	$1.00	REC	$12.00
ADD	$0.00				

Ttl Pd $24.00 Rcpt # 02478079
CLKBPMLFJ1/SG/1-4

This Space for Recorder's Use Only

Notice of Intent to Remove Delinquent
Special Tax Installments from Tax Roll

Document Title

NOTICE OF INTENT TO REMOVE DELINQUENT SPECIAL TAX INSTALLMENTS FROM TAX ROLL

In accordance with ***Section 53356.2 of the California Government Code, as amended,*** please **TAKE NOTICE THAT:**

1. The **City of Roseville** (the "Agency") has ordered and is responsible for a foreclosure action against the following described parcel(s) of real property located in Placer County (the "County"), for the purpose of collecting delinquent special tax installments existing with respect to such parcel(s) pursuant to ***Section 53356.2 of the California Government Code, as amended.***

2. The parcel(s) which is (are) the subject of this Notice are described by County Assessor's Parcel Number(s) on **EXHIBIT A** attached hereto and by this reference incorporated herein (the "Parcel(s)").

3. Upon presentation of written proof of the recordation of this Notice with the County Recorder's Office, the Agency shall request the County tax collector to remove from the County tax roll, the delinquent special tax installments levied against the Parcel(s) during certain tax years, as the same are more particularly described on **EXHIBIT A.**

4. The name(s) of the owner(s) of the Parcel(s) as shown on the last equalized County tax roll is (are) described on **EXHIBIT A.**

5. Willdan Financial Services, Inc., a California corporation is a contractor for the Agency and is authorized to execute, acknowledge and record this Notice on behalf of the Agency.

6. For questions concerning the delinquent special tax installment(s) amounts covered by this Notice, please contact:

Jose Ometeotl, Project Manager
Willdan Financial Services
27368 Via Industria, Suite 200
Temecula, CA 92590
(951) 587-3500

DATED: 11/20/15

City of Roseville
By Willdan Financial Services, Agent

By: _____
Jose Ometeotl, Project Manager

APPROVED FOR RECORDING
City of Roseville
By Willdan Financial Services, Agent

DATED: 11/20/15

By: _____
Jose Ometeotl, Project Manager

CALIFORNIA ALL-PURPOSE 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 Riverside)

On November 20, 2015 before me, Rebekah Lee Smith, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Jose Ometeotl
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.

Signature Rebekah Lee Smith
Signature of Notary Public

REBEKAH LEE SMITH
Commission # 2085512
Notary Public - California
Riverside County
My Comm. Expires Nov 7, 2018

Place Notary Seal Above

OPTIONAL

Though this section is 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: Notice of Intent Document Date: 11-20-15
Number of Pages: 1 Signer(s) Other Than Named Above: NA

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jose Ometeotl	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☒ Other: Project Manager	☐ Other:
Signer Is Representing: Willdan Financial Services	Signer Is Representing:

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EXHIBIT A

Parcel	Owner's Name	District	Tax Year	Installments
477100031000	KS MATTSON PARTNERS LP ET AL	Northwest Roseville CFD 1	2014/15	2nd
456160021000	SAIFAN SHADI & ISSA FATEMA M	Stoneridge West CFD 1	2013/14	1st & 2nd
456160021000	SAIFAN SHADI & ISSA FATEMA M	Stoneridge West CFD 1	2014/15	1st & 2nd
490240014000	CLAR KULDEEP & RAJNEET ET AL	Westpark CFD 1	2008/09	2nd
490240014000	CLAR KULDEEP & RAJNEET ET AL	Westpark CFD 1	2009/10	1st & 2nd
490240014000	CLAR KULDEEP & RAJNEET ET AL	Westpark CFD 1	2010/11	1st & 2nd
490240014000	CLAR KULDEEP & RAJNEET ET AL	Westpark CFD 1	2014/15	1st & 2nd
482190015000	MAY RUBY	Woodcreek East CFD 1	2012/13	1st & 2nd
482190015000	MAY RUBY	Woodcreek East CFD 1	2013/14	1st & 2nd
482190015000	MAY RUBY	Woodcreek East CFD 1	2014/15	1st & 2nd

4

PLACER, County Recorder
RYAN RONCO
DOC- 2016-0055224-00
8341
MONDAY, JUL 11, 2016 15:01:36
MIC $3.00 | AUT $3.00 | SBS $2.00
ERD $1.00 | RED $1.00 | REC $11.00
ADD $0.00 | ROS $550.00

Ttl Pd $571.00 Rcpt # 02527014
CLK98DX282/TN/1-3

RECORDING REQUESTED BY:
K S Mattson Partners, LP
P.O. Box.5490
Vacaville, CA 95696

When Recorded Mail Document To:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Property Address: 7456 Foothills Blvd., Roseville, CA 95747

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 477-100-031

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☑ **The documentary transfer tax is** $ 550.00 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☑ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Roseville

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Ernest A. Martinez and Theresa A. Martinez, as to an undivided 2.083% interest.

the following described real property in the City of Roseville, County of Placer, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: May 27, 2016

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP

BY:
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 477-100-031

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 Calif

County of Solano

On June 30, 2016 before me, Doris M. DeRosier, Notary Public,
(here insert name and title of the officer)

personally appeared Kenneth W. Mattson,
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.

Doris M. DeRosier
Signature

(Seal)

MGC1 DORIS M. DEROSIER MGC1
COMM. # 2098805
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
COMM. EXPIRES MARCH 1, 2019

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 477-100-031-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 8, as shown and designated on "Parcel Map for Woodcreek Plaza", filed November 9, 2000 in Book 30 of Parcel Maps at Page 36, Placer County Records.

3/

PLACER, County Recorder
RYAN RONCO
DOC- 2016-0078119-00
2376
FRIDAY, SEP 16, 2016 12:37:51

MIC	$3.00	AUT	$3.00	SBS	$2.00
ERD	$1.00	RED	$1.00	REC	$11.00
ADD	$0.00	ROS	$580.80		

Ttl Pd $601.80 Rcpt # 02543933
CLK98CT282/MB/1-3

RECORDING REQUESTED BY:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Property Address: 7456 Foothills Blvd., Roseville, CA 95747

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 477-100-031

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☑ **The documentary transfer tax is** $ 580.80 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☒ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Roseville

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Eandi Family Properties, LLC, as to an undivided 5.565% interest.

the following described real property in the City of Roseville, County of Placer, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: August 25, 2016

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 477-100-031

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 Calif

County of Solano

On Aug 29 2016 before me, Doris M. DeRosier, Notary Public,
(here insert name and title of the officer)

personally appeared Kenneth W. Maltson,
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.

Doris M. DeRosier
Signature

DORIS M. DEROSIER (Seal)
COMM. # 2098805
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
COMM. EXPIRES MARCH 1, 2019

DORIS M. DEROSIER
COMM. # 2098805
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
COMM. EXPIRES MARCH 1, 2019

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 477-100-031-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 6, as shown and designated on "Parcel Map for Woodcreek Plaza", filed November 9, 2000 in Book 30 of Parcel Maps at Page 36, Placer County Records.

3/

PLACER, County Recorder
RYAN RONCO
DOC- 2016-0114769-00
3117
FRIDAY, DEC 23, 2016 12:19:08
MIC $3.00 | AUT $3.00 | SBS $2.00
ERD $1.00 | RED $1.00 | REC $11.00
ADD $0.00 | ROS $634.70

Ttl Pd $655.70 Rcpt # 02569268
CLK98CT282/MB/1-3

RECORDING REQUESTED BY:
KS Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
KS Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Property Address: 7456 Foothills Blvd., Roseville, CA 95747-6560 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 477-100-031

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☒ **The documentary transfer tax is** $ 634.70 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Roseville

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
KS Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to The Everett Winser and Eloisa Winser Revocable Trust; Everett Winser, Trustee, and Eloisa Winser, Trustee, as to an undivided 6.081% interest
the following described real property in the City of Roseville, County of Placer, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: September 12, 2016

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP, a California Limited Partnership

BY: _____
Kenneth W Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 477-100-031

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 San Diego

On 12-15-2016 before me, F. MAHMOUDI, Notary Public,
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

(Seal)

F. MAHMOUDI
Commission # 2127657
Notary Public - California
San Diego County
My Comm. Expires Oct 19, 2019

EXHIBIT A

All that certain real property situated in the County of Placer, State of California, described as follows:

City of Roseville

Parcel 6, as shown and designated on "Parcel Map for Woodcreek Plaza", filed for record November 9, 2000, in Book 30 of Parcel maps, Page 36, Official Records.

CA NOTS

PLACER, County Recorder
RYAN RONCO
DOC- 2016-0114770-00
3117
FRIDAY, DEC 23, 2016 12:19:09
MIC $3.00 | AUT $3.00 | SBS $2.00
ERD $1.00 | RED $1.00 | REC $11.00
ADD $0.00 | ROS $634.70

Ttl Pd $655.70 Rcpt # 02569268
CLK98CT282/MB/1-3

RECORDING REQUESTED BY:
KS Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
KS Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Property Address: 7456 Foothills Blvd., Roseville, CA 95747-6560

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 477-100-031

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☒ **The documentary transfer tax is** $ 634.70 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Roseville

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
KS Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to The Joint Revocable Trust of Richard A. Claridge Jr. and Capri L. Winser dated 10/15/2009; Richard A. Claridge Jr., Trustee, and Capri L. Winser, Trustee, as to an undivided 6.081% interest
the following described real property in the City of Roseville, County of Placer, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: September 12, 2016

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

KS Mattson Partners, LP, a California Limited Partnership

BY:
Kenneth W Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Case: 24-10715 Doc# 192-20 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 315 of 410

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 477-100-031

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 San Diego

On 12-15-2016 before me, F. MAHMOUDI, Notary Public,
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

(Seal)

F. MAHMOUDI
Commission # 2127657
Notary Public - California
San Diego County
My Comm. Expires Oct 19, 2019

EXHIBIT A

All that certain real property situated in the County of Placer, State of California, described as follows:

City of Roseville

Parcel 6, as shown and designated on "Parcel Map for Woodcreek Plaza", filed for record November 9, 2000, in Book 30 of Parcel maps, Page 36, Official Records.

CA NOTS

RECORDING REQUESTED BY:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

PLACER, County Recorder
RYAN RONCO
DOC- 2017-0043094-00
0855
TUESDAY, JUN 13, 2017 11:00:27
MIC $3.00 | AUT $3.00 | SBS $2.00
ERD $1.00 | RED $1.00 | REC $11.00
ADD $0.00 | ROS $775.50

Ttl Pd $796.50 Rcpt # 02604868
CLK98D3382/JL/1-3

Property Address: 7456 Foothills Blvd., Roseville, CA 95747 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 477-100-031

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☑ **The documentary transfer tax is** $ 775.50 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of Roseville**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Yueguang Che and Ling Cheng as Trustees of THE CHE-CHENG FAMILY TRUST dated July 9, 2007, as to an undivided 7.031% interest.

the following described real property in the City of Roseville, County of Placer, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: March 30, 2017

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.
KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 477-100-031

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 CA

County of SOLANO

On 4-21-2017 before me, B. Eddy, Notary Public,
(here insert name and title of the officer)

personally appeared Kenneth W. Mattson,
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 B. Eddy (Seal)

B. EDDY
Commission # 2109790
Notary Public - California
Solano County
My Comm. Expires May 28, 2019

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 477-100-031-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 6, as shown and designated on "Parcel Map for Woodcreek Plaza", filed November 9, 2000 in Book 30 of Parcel Maps at Page 36, Placer County Records.

3

PLACER, County Recorder
RYAN RONCO
DOC- 2017-0083401-00
6050
TUESDAY, OCT 24, 2017 16:07:01

MIC	$3.00	AUT	$3.00	SBS	$2.00
ERD	$1.00	RED	$1.00	REC	$11.00
ADD	$0.00	ROS	$691.90		

Ttl Pd $712.90 Rcpt # 02637447
CLK98DX282/DG/1-3

RECORDING REQUESTED BY:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Property Address: 7456 Foothills Blvd., Roseville, CA 95747

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 477-100-031

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☑ **The documentary transfer tax is** $ 691.90 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Roseville

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to Richard U. Vorp and Eveghenya N. Vorp, as to an undivided 6.273% interest.

the following described real property in the City of Roseville, County of Placer, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: August 1, 2017

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.
KS Mattson Partners, LP

By:
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 477-100-031

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 Calif

County of Solano

On Sept. 5, 2017 before me, Doris M. DeRosier, Notary Public,
(here insert name and title of the officer)

personally appeared Kenneth W. Mattson,
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.

Doris M. DeRosier
Signature

(Seal)

DORIS M. DEROSIER
COMM. # 2098305
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
COMM. EXPIRES MARCH 1, 2019

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 477-100-031-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 6, AS SHOWN AND DESIGNATED ON "PARCEL MAP FOR WOODCREEK PLAZA", FILED FOR RECORD NOVEMBER 9, 2000, IN BOOK 30 OF PARCEL MAPS AT PAGE 36, PLACER COUNTY RECORDS.

Address: 7456 Foothills Blvd., Roseville, CA 95757

RECORDING REQUESTED BY:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

PLACER, County Recorder
RYAN RONCO
DOC- 2017-0083402-00
6050
TUESDAY, OCT 24, 2017 16:07:02

MIC	$3.00	AUT	$3.00	SBS	$2.00
ERD	$1.00	RED	$1.00	REC	$11.00
ADD	$0.00	ROS	$1,650.00		

Ttl Pd $1,671.00 Rcpt # 02637447
CLK98DX282/DG/1-3

Property Address: 7456 Foothills Blvd., Roseville, CA 95747

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 477-100-031

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☑ **The documentary transfer tax is** $1,650.00 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☑ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Roseville

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
K S Mattson Partners, LP, a California Limited Partnership

hereby GRANT(S) to LeFever Mattson, Inc., A California Corporation, as to an undivided 16.989% interest.

the following described real property in the City of Roseville, County of Placer, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: [illegible]

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.
KS Mattson Partners, LP

BY: _____
Kenneth W. Mattson, Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE

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 CA

County of SOLANO

On April 23, 2015 before me, B. Eddy, Notary Public,
(here insert name and title of the officer)

personally appeared Kenneth W. Mattson,

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

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

WITNESS my hand and official seal.

Signature

(Seal)

B. EDDY
Commission # 1939265
Notary Public - California
Solano County
My Comm. Expires May 28, 2015

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 477-100-031-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 6, AS SHOWN AND DESIGNATED ON "PARCEL MAP FOR WOODCREEK PLAZA", FILED FOR RECORD NOVEMBER 9, 2000, IN BOOK 30 OF PARCEL MAPS AT PAGE 36, PLACER COUNTY RECORDS.

Address: 7456 Foothills Blvd., Roseville, CA 95757

PLACER, County Recorder
RYAN RONCO
DOC- 2017-0100048-00
2736
FRIDAY, DEC 15, 2017 15:32:36
MIC $3.00 | AUT $3.00 | SBS $2.00
ERD $1.00 | RED $1.00 | REC $11.00
ADD $0.00 | ROS $1,650.00

Ttl Pd $1,671.00 Rcpt # 02651719
CLK98BT282/BG/1-3

RECORDING REQUESTED BY:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

Property Address: 7456 Foothills Blvd., Roseville, CA 95747

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 477-100-031

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☒ **The documentary transfer tax is** $ 1650.00 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☒ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Roseville

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
LeFever Mattson, Inc., A California Corporation

hereby GRANT(S) to Marilyn Kirchoff, as to an undivided 16.989% interest.

the following described real property in the City of Roseville, County of Placer, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated:

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.
LeFever Mattson, Inc.

BY: _____
Kenneth W. Mattson, President

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 477-100-031

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 CA

County of SOLANO

On 11-6-2017 before me, K. R. Hamilton, Notary Public,
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

(Seal)

K. R. HAMILTON
COMM. # 2123092
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
COMM. EXPIRES SEPT. 9, 2019

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 477-100-031-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 6, AS SHOWN AND DESIGNATED ON "PARCEL MAP FOR WOODCREEK PLAZA", FILED FOR RECORD NOVEMBER 9, 2000, IN BOOK 30 OF PARCEL MAPS AT PAGE 36, PLACER COUNTY RECORDS.

Address: 7456 Foothills Blvd., Roseville, CA 95757

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Black Walnut LP
P.O. Box 5490
Vacaville, Ca. 95696

PLACER, County Recorder
RYAN RONCO
DOC- 2018-0024070-00
Stewart Title of California - Santa Ana
MONDAY, APR 9, 2018 14:30:26

MIC	$3.00	AUT	$4.00	SBS	$3.00
ERD	$1.00	SB2	$0.00	REC	$12.00
ADD	$0.00				

Ttl Pd $23.00 Rcpt # 02679252
CLK98CV282/SM/1-4

THIS SPACE FOR RECORDER'S USE ONLY:

APN No.: 477-100-031 Escrow No.: SU-02046749-DC

Grant Deed
(Please fill in document title(s) on this line)

Pursuant to Senate Bill 2 - Building Homes and Jobs Act (CG 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).

[X] Exempt from fee per GC27388.1 (a) (2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT).

[ ] Exempt from fee per GC27388.1 (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 GC27388.1 (a) (1); fee cap of $225.00 reached.

[ ] Exempt from fee per GC27388.1 (a) (1); not related to real property.

Failure to include an exemption reason will result in the imposition of the $75.00 Building Homes and Jobs Act fee. Fees collected are deposited to the State and may not be available for refund.

s

THIS PAGE ADDED TO PROVIDE SENATE BILL 2 EXEMPTION INFORMATION
(Additional recording fee applies)

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Black Walnut LP
P.O. Box 5490
Vacaville, Ca. 95696

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: **Escrow No.:** SU-02046749-DC
AP#: 477-100-031

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX Is $0 R&T 11925 SAME PARTIES /SAME INTEREST

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[ ] Unincorporated area [X] City of Roseville **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The Joint Revocable Trust of Richard A. Claridge Jr and Capri L. Winser dated 10/15/2009, Richard A. Claridge Jr, Trustee and Capri L. Winser, Trustee

hereby GRANT(s) to:

Windtree LP., A California Limited Partnership

the real property in the City of Roseville, County of Placer, State of California, described as:

Parcel 6 as shown and designated on "Parcel Map of Woodcreek Plaza", filed for record November 9, 2000, in Book 30 of Parcel Maps, Page 36, Official Records.

Also Known as: 7456 Foothills Blvd., Roseville, CA 95747

DATED: February 21, 2018

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: Escrow No.: SU-02046749-DC AP#: 477-100-031

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: February 21, 2018

The Joint Revocable Trust of Richard A. Claridge Jr
and Capri L. Winser dated 10/15/2009

Richard A. Claridge, Jr.
Richard A. Claridge, Jr., Trustee

Signed in counterpart
Capri L. Winser , Trustee

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~~ Virginia
COUNTY OF Albemarle

On April 4, 2018 before me, Marie Louise L Carney A Notary Public
personally appeared Richard Claridge Jr.

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~~ Virginia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Marie Louise L Carney (Seal)

MARIE-LOUISE L. CARNEY NOTARY PUBLIC MY COMMISSION NUMBER 273474 COMMONWEALTH OF VIRGINIA

Title Order No.: Escrow No.: SU-02046749-DC AP#: 477-100-031

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: February 21, 2018

The Joint Revocable Trust of Richard A. Claridge Jr
and Capri L. Winser dated 10/15/2009

Signed in counterpart
Richard A. Claridge, Jr., Trustee

Capri L Winser, Trustee
Capri L. Winser, Trustee

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~~ Virginia
COUNTY OF Goochland

On April 5, 2018 before me, Pamela Ogers A Notary Public
personally appeared Capri L. Winser, trustee

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~~ Virginia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Pamela Ogers (Seal)

PAMELA OGERS NOTARY PUBLIC MY COMMISSION NUMBER 349663 COMMONWEALTH OF VIRGINIA

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Black Walnut LP
P.O. Box 5490
Vacaville, Ca. 95696

PLACER, County Recorder
RYAN RONCO
DOC- 2018-0024071-00
Stewart Title of California - Santa Ana
MONDAY, APR 9, 2018 14:30:28

MIC	$3.00	AUT	$5.00	SBS	$4.00
ERD	$1.00	SB2	$0.00	REC	$13.00
ADD	$0.00				

Ttl Pd $26.00 Rcpt # 02679252
CLK98CV282/SM/1-5

THIS SPACE FOR RECORDER'S USE ONLY:

APN No.: 477-100-031 Escrow No.: SU-02046749-DC

2

Grant Deed
(Please fill in document title(s) on this line)

Pursuant to Senate Bill 2 - Building Homes and Jobs Act (CG 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).

[X] Exempt from fee per GC27388.1 (a) (2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT).

[ ] Exempt from fee per GC27388.1 (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 GC27388.1 (a) (1); fee cap of $225.00 reached.

[ ] Exempt from fee per GC27388.1 (a) (1); not related to real property.

Failure to include an exemption reason will result in the imposition of the $75.00 Building Homes and Jobs Act fee. Fees collected are deposited to the State and may not be available for refund.

s

THIS PAGE ADDED TO PROVIDE SENATE BILL 2 EXEMPTION INFORMATION
(Additional recording fee applies)

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Black Walnut LP
P.O. Box 5490
Vacaville, Ca. 95696

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: **Escrow No.:** SU-02046749-DC
AP#: 477-100-031

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $0 R&T 11925 SAME PARTIES /SAME INTEREST

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[ ] Unincorporated area [X] City of Roseville **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Yueguang Che and Ling Cheng, as Trustees of the Che-Cheng Family Trust dated July 9, 2007

hereby GRANT(s) to:

Windtree LP, A California Limited Partnership

the real property in the City of Roseville, County of Placer, State of California, described as:

Parcel 6 as shown and designated on "Parcel Map of Woodcreek Plaza", filed for record November 9, 2000, in Book 30 of Parcel Maps, Page 36, Official Records.

Also Known as: 7456 Foothills Blvd., Roseville, CA 95747

DATED: February 21, 2018

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: Escrow No.: SU-02046749-DC AP#: 477-100-031

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: February 21, 2018

The Che-Cheng Family Trust dated July 9, 2007

signed in counterpart
Yueguang Che, Trustee

Ling Cheng, Trustee

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 Contra Costa

On 2-27-18 before me, B. Ohm A Notary Public
personally appeared Ling Cheng

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.

B. OHM
COMM. # 2152400
NOTARY PUBLIC • CALIFORNIA
CONTRA COSTA COUNTY
Commission Expires MAY 8, 2020

Signature _____ (Seal)

Title Order No.: Escrow No.: SU-02046749-DC AP#: 477-100-031

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: February 21, 2018

The Che-Cheng Family Trust dated July 9, 2007

Yueguang Che

Yueguang Che, Trustee

Ling Cheng, Trustee

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 Contra Costa

On 2-27-18 before me, B. Ohm A Notary Public

personally appeared Ling Cheng

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.

B. OHM
COMM. # 2152400
NOTARY PUBLIC • CALIFORNIA
CONTRA COSTA COUNTY
Commission Expires MAY 8, 2020

Signature B Ohm (Seal)

CERTIFICATE OF ACKNOWLEDGMENT OF EXECUTION OF AN INSTRUMENT

People's Republic of China
(Country)

Municipality of Beijing
(County and/or Other Political Division)

Embassy of the United States of America
(County and/or Other Political Division)

SS:

(Name of Foreign Service Office)

I, Sonja Andersen
Vice Consul

of the United States of America at the U.S. Embassy in Beijing, the People's Republic of China

duly commissioned and qualified, do hereby certify that on this day of MAR 15 2018 *, before me personally appeared*
Date *(mm-dd-yyyy)*

Yueguang Che

to me ~~personally known,~~ and known to me to be the individual-described in, whose name he/~~she~~/they *subscribed to,*

and who executed the annexed instrument, and ~~being informed by me of the contents of said instrument~~ he/~~she~~/they

duly acknowledged to me that he/she/they *executed the same freely and voluntarily for the uses and purposes.*

therein mentioned.

[SEAL]

In witness whereof I have hereunto set my hand and official seal the day and year last above written.

American Embassy, Beijing, China. *of the United States of America.*

This document consists of 3 pages, including the Acknowledgement certificate.

NOTE: Wherever practicable all signatures to a document should be included in one certificate.

OF-175 *(Formerly FS-88)*
05-2017

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Black Walnut LP
P.O. Box 5490
Vacaville, Ca. 95696

PLACER, County Recorder
RYAN RONCO
DOC- 2018-0024072-00
Stewart Title of California - Santa Ana
MONDAY, APR 9, 2018 14:30:30

MIC	$3.00	AUT	$3.00	SBS	$2.00
ERD	$1.00	SB2	$0.00	REC	$11.00
ADD	$0.00				

Ttl Pd $20.00 Rcpt # 02679252
CLK98CV282/SM/1-3

THIS SPACE FOR RECORDER'S USE ONLY:

APN No.: 477-100-031 Escrow No.: SU-02046749-DC

3

Grant Deed
(Please fill in document title(s) on this line)

Pursuant to Senate Bill 2 - Building Homes and Jobs Act (CG 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).

[X] Exempt from fee per GC27388.1 (a) (2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT).

[ ] Exempt from fee per GC27388.1 (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 GC27388.1 (a) (1); fee cap of $225.00 reached.

[ ] Exempt from fee per GC27388.1 (a) (1); not related to real property.

Failure to include an exemption reason will result in the imposition of the $75.00 Building Homes and Jobs Act fee. Fees collected are deposited to the State and may not be available for refund.

s

THIS PAGE ADDED TO PROVIDE SENATE BILL 2 EXEMPTION INFORMATION
(Additional recording fee applies)

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Black Walnut LP
P.O. Box 5490
Vacaville, Ca. 95696

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: **Escrow No.:** SU-02046749-DC
AP#: 477-100-031

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $R&T 11925 SAME PARTIES /SAME INTEREST

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[ ] Unincorporated area [X] City of Roseville **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Ernest A. Martinez and Theresa A. Martinez, husband and wife

hereby GRANT(s) to:

Windtree LP, A California Limited Partnership

the real property in the City of Roseville, County of Placer, State of California, described as:

Parcel 6 as shown and designated on "Parcel Map of Woodcreek Plaza", filed for record November 9, 2000, in Book 30 of Parcel Maps, Page 36, Official Records.

Also Known as: 7456 Foothills Blvd., Roseville, CA 95747

DATED: February 21, 2018

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: Escrow No.: SU-02046749-DC AP#: 477-100-031

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: February 21, 2018

Ernest A. Martinez

Theresa A. Martinez

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 Alameda

On March 24, 2018 before me, Samuel Medina A Notary Public personally appeared Ernest A. Martinez and Theresa A. Martinez

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

SAMUEL MEDINA
Notary Public – California
Alameda County
Commission # 2190402
My Comm. Expires Apr 14, 2021

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Black Walnut LP
P.O. Box 5490
Vacaville, Ca. 95696

PLACER, County Recorder
RYAN RONCO
DOC- 2018-0024073-00
Stewart Title of California - Santa Ana
MONDAY, APR 9, 2018 14:30:32

MIC	$3.00	AUT	$3.00	SBS	$2.00
ERD	$1.00	SB2	$0.00	REC	$11.00
ADD	$0.00				

Ttl Pd $20.00 Rcpt # 02679252
CLK98CV282/SM/1-3

THIS SPACE FOR RECORDER'S USE ONLY:

APN No.: 477-100-031 Escrow No.: SU-02046749-DC

4

Grant Deed
(Please fill in document title(s) on this line)

Pursuant to Senate Bill 2 - Building Homes and Jobs Act (CG 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).

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[ ] Exempt from fee per GC27388.1 (a) (1); fee cap of $225.00 reached.

[ ] Exempt from fee per GC27388.1 (a) (1); not related to real property.

Failure to include an exemption reason will result in the imposition of the $75.00 Building Homes and Jobs Act fee. Fees collected are deposited to the State and may not be available for refund.

S

THIS PAGE ADDED TO PROVIDE SENATE BILL 2 EXEMPTION INFORMATION
(Additional recording fee applies)

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Black Walnut LP
P.O. Box 5490
Vacaville, Ca. 95696

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: **Escrow No.:** SU-02046749-DC
AP#: 477-100-031

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $R&T 11925 SAME PARTIES /SAME INTEREST

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[ ] Unincorporated area [X] City of Roseville **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Eandi Family Properties LLC, A California Limited Liability Company

hereby GRANT(s) to:

Windtree, LP, A California Limited Partnership

the real property in the City of Roseville, County of Placer, State of California, described as:

Parcel 6 as shown and designated on "Parcel Map of Woodcreek Plaza", filed for record November 9, 2000, in Book 30 of Parcel Maps, Page 36, Official Records.

Also Known as: 7456 Foothills Blvd., Roseville, CA 95747

DATED: February 21, 2018

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: Escrow No.: SU-02046749-DC AP#: 477-100-031

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: February 21, 2018

Eandl Family Properties, LLC, A California Limited Liability Company

Authorized signor
JEFFREY M EANDI FOR
EANDI FAMILY PROPERTIES LLC

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 ALAMEDA

On 03/21/2018 before me, **Rhonda Yvette Duru, Notary Public** A Notary Public personally appeared JEFFREY MICHAEL EANDI

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.

RHONDA YVETTE DURU
Notary Public – California
Alameda County
Commission # 2193417
My Comm. Expires Apr 23, 2021

Signature Rhonda Duru (Seal)

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Black Walnut LP
P.O. Box 5490
Vacaville, Ca. 95696

PLACER, County Recorder
RYAN RONCO
DOC- 2018-0024074-00
Stewart Title of California - Santa Ana
MONDAY, APR 9, 2018 14:30:34

MIC	$3.00	AUT	$3.00	SBS	$2.00
ERD	$1.00	SB2	$0.00	REC	$11.00
ADD	$0.00				

Ttl Pd $20.00 Rcpt # 02679252
CLK98CV282/SM/1-3

THIS SPACE FOR RECORDER'S USE ONLY:

APN No.: 477-100-031 Escrow No.: SU-02046749-DC

5

Grant Deed
(Please fill in document title(s) on this line)

Pursuant to Senate Bill 2 - Building Homes and Jobs Act (CG 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).

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[ ] Exempt from fee per GC27388.1 (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 GC27388.1 (a) (1); fee cap of $225.00 reached.

[ ] Exempt from fee per GC27388.1 (a) (1); not related to real property.

Failure to include an exemption reason will result in the imposition of the $75.00 Building Homes and Jobs Act fee. Fees collected are deposited to the State and may not be available for refund.

S

THIS PAGE ADDED TO PROVIDE SENATE BILL 2 EXEMPTION INFORMATION
(Additional recording fee applies)

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Black Walnut LP
P.O. Box 5490
Vacaville, Ca. 95696

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: **Escrow No.:** SU-02046749-DC
AP#: 477-100-031

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $R&T 11925 SAME PARTIES /SAME INTEREST

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[ ] Unincorporated area [X] City of Roseville **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

KS Mattson Partners, LP, A California,Limited Partnership

hereby GRANT(s) to:

Windtree, LP. A California Limited Partnership

the real property in the City of Roseville, County of Placer, State of California, described as:

Parcel 6 as shown and designated on "Parcel Map of Woodcreek Plaza", filed for record November 9, 2000, in Book 30 of Parcel Maps, Page 36, Official Records.

Also Known as: 7456 Foothills Blvd., Roseville, CA 95747

DATED: February 21, 2018

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: Escrow No.: SU-02046749-DC AP#: 477-100-031

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: February 21, 2018

KS Mattson Partners, LP, A California Limited Partnership
BY: KS Mattson Company, LLC
BY: _____
Kenneth W. Mattson, managing member

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 Solano

On Mar 7, 2018 before me, Doris M. DeRosier A Notary Public personally appeared Kenneth W. Mattson

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 Doris M. DeRosier (Seal)

DORIS M. DEROSIER
COMM. # 2098805
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
COMM. EXPIRES MARCH 1, 2019

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Black Walnut LP
P.O. Box 5490
Vacaville, Ca. 95696

PLACER, County Recorder
RYAN RONCO
DOC- 2018-0024075-00
Stewart Title of California - Santa Ana
MONDAY, APR 9, 2018 14:30:36

MIC	$3.00	AUT	$3.00	SBS	$2.00
ERD	$1.00	SB2	$0.00	REC	$11.00
ADD	$0.00				

Ttl Pd $20.00 Rcpt # 02679252
CLK98CV282/SM/1-3

THIS SPACE FOR RECORDER'S USE ONLY:

APN No.: 477-100-031 Escrow No.: SU-02046749-DC

Grant Deed
(Please fill in document title(s) on this line)

Pursuant to Senate Bill 2 - Building Homes and Jobs Act (CG 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).

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[ ] Exempt from fee per GC27388.1 (a) (1); fee cap of $225.00 reached.

[ ] Exempt from fee per GC27388.1 (a) (1); not related to real property.

Failure to include an exemption reason will result in the imposition of the $75.00 Building Homes and Jobs Act fee. Fees collected are deposited to the State and may not be available for refund.

S

THIS PAGE ADDED TO PROVIDE SENATE BILL 2 EXEMPTION INFORMATION
(Additional recording fee applies)

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Black Walnut LP
P.O. Box 5490
Vacaville, Ca. 95696

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: **Escrow No.:** SU-02046749-DC
AP#: 477-100-031

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $ R&T 11925 SAME PARTIES /SAME INTEREST

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[ ] Unincorporated area [X] City of Roseville **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Marilyn Kirchoff, an unmarried woman

hereby GRANT(s) to:

Windtree LP, A California Limited Partnership

the real property in the City of Roseville, County of Placer, State of California, described as:

Parcel 6 as shown and designated on "Parcel Map of Woodcreek Plaza", filed for record November 9, 2000, in Book 30 of Parcel Maps, Page 36, Official Records.

Also Known as: 7456 Foothills Blvd., Roseville, CA 95747

DATED: February 21, 2018

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: Escrow No.: SU-02046749-DC AP#: 477-100-031

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: February 21, 2018

Marilyn Kirchoff

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 Santa Clara

On February 21th, 2018 before me, Ellen Mulberg A Notary Public personally appeared Marilyn Kirchoff

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.

ELLEN MULBERG
Notary Public - California
Santa Clara County
Commission # 2229737
My Comm. Expires Jan 28, 2022

Signature Ellen Mulberg (Seal)

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Black Walnut LP
P.O. Box 5490
Vacaville, Ca. 95696

PLACER, County Recorder
RYAN RONCO
DOC- 2018-0024076-00
Stewart Title of California - Santa Ana
MONDAY, APR 9, 2018 14:30:38

MIC	$3.00	AUT	$3.00	SBS	$2.00
ERD	$1.00	SB2	$0.00	REC	$11.00
ADD	$0.00				

Ttl Pd $20.00 Rcpt # 02679252
CLK98CV282/SM/1-3

THIS SPACE FOR RECORDER'S USE ONLY:

APN No.: 477-100-031 Escrow No.: SU-02046749-DC

1

Grant Deed
(Please fill in document title(s) on this line)

Pursuant to Senate Bill 2 - Building Homes and Jobs Act (CG 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).

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s

THIS PAGE ADDED TO PROVIDE SENATE BILL 2 EXEMPTION INFORMATION
(Additional recording fee applies)

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Black Walnut LP
P.O. Box 5490
Vacaville, Ca. 95696

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: **Escrow No.:** SU-02046749-DC
AP#: 477-100-031

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $R&T 11925 SAME PARTIES /SAME INTEREST

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[ ] Unincorporated area [X] City of Roseville **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Barbara Ann Kastner, a married woman, as her sole and separate property

hereby GRANT(s) to:

Windtree LP, A California Limited Partnership

the real property in the City of Roseville, County of Placer, State of California, described as:

Parcel 6 as shown and designated on "Parcel Map of Woodcreek Plaza", filed for record November 9, 2000, in Book 30 of Parcel Maps, Page 36, Official Records.

Also Known as: 7456 Foothills Blvd., Roseville, CA 95747

DATED: February 21, 2018

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: Escrow No.: SU-02046749-DC AP#: 477-100-031

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: February 21, 2018

Barbara Ann Kastner

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 San Luis Obispo

On 2 March 2018 before me, Tracie Hackleman A Notary Public personally appeared Barbara Ann Kastner

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 Tracie Hackleman (Seal)

TRACIE HACKLEMAN
COMM. # 2218245
NOTARY PUBLIC - CALIFORNIA
SAN LUIS OBISPO COUNTY
MY COMM. EXP. OCT. 14, 2021

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Black Walnut LP
P.O. Box 5490
Vacaville, Ca. 95696

PLACER, County Recorder
RYAN RONCO
DOC- 2018-0024077-00
Stewart Title of California - Santa Ana
MONDAY, APR 9, 2018 14:30:40

MIC	$3.00	AUT	$3.00	SBS	$2.00
ERD	$1.00	SB2	$0.00	REC	$11.00
ADD	$0.00				

Ttl Pd $20.00 Rcpt # 02679252
CLK98CV282/SM/1-3

THIS SPACE FOR RECORDER'S USE ONLY:

APN No.: 477-100-031

Escrow No.: SU-02046749-DC

8

Grant Deed
(Please fill in document title(s) on this line)

Pursuant to Senate Bill 2 - Building Homes and Jobs Act (CG 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).

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[ ] Exempt from fee per GC27388.1 (a) (1); fee cap of $225.00 reached.

[ ] Exempt from fee per GC27388.1 (a) (1); not related to real property.

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s

THIS PAGE ADDED TO PROVIDE SENATE BILL 2 EXEMPTION INFORMATION
(Additional recording fee applies)

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Black Walnut LP
P.O. Box 5490
Vacaville, Ca. 95696

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: Escrow No.: SU-02046749-DC
AP#: 477-100-031

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $R&T 11925 SAME PARTIES /SAME INTEREST

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[ ] Unincorporated area [X] City of Roseville **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

David Murphy and Iris Murphy, as Trustees of the David and Iris Murphy Revocable Trust dated November 2,1995

hereby GRANT(s) to:

Windtree LP, A California Limited Partnership

the real property in the City of Roseville, County of Placer, State of California, described as:

Parcel 6 as shown and designated on "Parcel Map of Woodcreek Plaza", filed for record November 9, 2000, in Book 30 of Parcel Maps, Page 36, Official Records.

Also Known as: 7456 Foothills Blvd., Roseville, CA 95747

DATED: February 21, 2018

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: Escrow No.: SU-02046749-DC AP#: 477-100-031

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: February 21, 2018

The David and Iris Murphy Revocable Trust dated November 2, 1995

David Murphy, Trustee, Trustee
David Murphy, Trustee

Iris Murphy, Trustee
Iris Murphy, Trustee

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 Sonoma

On Feb. 28, 2018 before me, K. Garcia A Notary Public personally appeared David Murphy and Iris Murphy

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 K. Garcia (Seal)

JER-1 K. GARCIA COMM. #2210492 NOTARY PUBLIC - CALIFORNIA SONOMA COUNTY My Comm. Expires Aug 18, 2021 JER-1

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Black Walnut LP
P.O. Box 5490
Vacaville, Ca. 95696

PLACER, County Recorder
RYAN RONCO
DOC- 2018-0024078-00
Stewart Title of California - Santa Ana
MONDAY, APR 9, 2018 14:30:42

MIC	$3.00	AUT	$3.00	SBS	$2.00
ERD	$1.00	SB2	$0.00	REC	$11.00
ADD	$0.00				

Ttl Pd $20.00 Rcpt # 02679252
CLK98CV282/SM/1-3

THIS SPACE FOR RECORDER'S USE ONLY:

APN No.: 477-100-031 Escrow No.: SU-02046749-DC

A

Grant Deed
(Please fill in document title(s) on this line)

Pursuant to Senate Bill 2 - Building Homes and Jobs Act (CG 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).

[X] Exempt from fee per GC27388.1 (a) (2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT).

[ ] Exempt from fee per GC27388.1 (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 GC27388.1 (a) (1); fee cap of $225.00 reached.

[ ] Exempt from fee per GC27388.1 (a) (1); not related to real property.

Failure to include an exemption reason will result in the imposition of the $75.00 Building Homes and Jobs Act fee. Fees collected are deposited to the State and may not be available for refund.

S

THIS PAGE ADDED TO PROVIDE SENATE BILL 2 EXEMPTION INFORMATION
(Additional recording fee applies)

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Black Walnut LP
P.O. Box 5490
Vacaville, Ca. 95696

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: **Escrow No.:** SU-02046749-DC
AP#: 477-100-031

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $R&T 11925 SAME PARTIES /SAME INTEREST

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[ ] Unincorporated area [X] City of Roseville **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Ronald W. Dennison, Trustee and Deborah A. Dennison, Trustee of The Dennison Living Trust dated 06/18/2003

hereby GRANT(s) to:

Windtree LP, A California Limited Partnership

the real property in the City of Roseville, County of Placer, State of California, described as:

Parcel 6 as shown and designated on "Parcel Map of Woodcreek Plaza", filed for record November 9, 2000, in Book 30 of Parcel Maps, Page 36, Official Records.

Also Known as: 7456 Foothills Blvd., Roseville, CA 95747

DATED: February 21, 2018

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: Escrow No.: SU-02046749-DC AP#: 477-100-031

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: February 21, 2018

The Dennison Living Trust dated 06/18/2003

Ronald W. Dennison, Trustee

Deborah A. Dennison, Trustee

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 Santa Clara

On March 2nd, 2018 before me, Andrew Minh Nguyen — A Notary Public personally appeared Ronald W. Dennison and Deborah A. Dennison

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.

ANDREW MINH NGUYEN
COMM. #2171286
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Comm. Exp. Nov. 8, 2020

Signature Andrew (Seal)

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Black Walnut LP
P.O. Box 5490
Vacaville, Ca. 95696

PLACER, County Recorder
RYAN RONCO
DOC- 2018-0024079-00
Stewart Title of California - Santa Ana
MONDAY, APR 9, 2018 14:30:44

MIC	$3.00	AUT	$3.00	SBS	$2.00
ERD	$1.00	SB2	$0.00	REC	$11.00
ADD	$0.00				

Ttl Pd $20.00 Rcpt # 02679252
CLK98CV282/SM/1-3

THIS SPACE FOR RECORDER'S USE ONLY:

APN No.: 477-100-031 Escrow No.: SU-02046749-DC

10

Grant Deed
(Please fill in document title(s) on this line)

Pursuant to Senate Bill 2 - Building Homes and Jobs Act (CG 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).

[X] Exempt from fee per GC27388.1 (a) (2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT).

[ ] Exempt from fee per GC27388.1 (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 GC27388.1 (a) (1); fee cap of $225.00 reached.

[ ] Exempt from fee per GC27388.1 (a) (1); not related to real property.

Failure to include an exemption reason will result in the imposition of the $75.00 Building Homes and Jobs Act fee. Fees collected are deposited to the State and may not be available for refund.

S

THIS PAGE ADDED TO PROVIDE SENATE BILL 2 EXEMPTION INFORMATION
(Additional recording fee applies)

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Black Walnut LP
P.O. Box 5490
Vacaville, Ca. 95696

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.:
AP#: 477-100-031

Escrow No.: SU-02046749-DC

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $R&T 11925 SAME PARTIES /SAME INTEREST

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[ ] Unincorporated area [X] City of Roseville **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The Everett Winser and Eloisa Winser Revocable Trust, Everett Winser, Trustee and Eloisa Winser, Trustee

hereby GRANT(s) to:

Windtree LP, A California Limited Partnership

the real property in the City of Roseville, County of Placer, State of California, described as:

Parcel 6 as shown and designated on "Parcel Map of Woodcreek Plaza", filed for record November 9, 2000, in Book 30 of Parcel Maps, Page 36, Official Records.

Also Known as: 7456 Foothills Blvd., Roseville, CA 95747

DATED: February 21, 2018

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: Escrow No.: SU-02046749-DC AP#: 477-100-031

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: February 21, 2018

The Everett Winser and Eloisa Winser Revocable Trust

Everett Winser, Trustee

Eloisa Winser, Trustee

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 February 27, 2018 before me, B. TAKIGUCHI A Notary Public
personally appeared EVERETT WINSER and ELOISA WINSER

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.

B. TAKIGUCHI
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2174353
LOS ANGELES COUNTY
My Comm. Exp. December 3, 2020

Signature _____ (Seal)

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Black Walnut LP
P.O. Box 5490
Vacaville, Ca. 95696

PLACER, County Recorder
RYAN RONCO
DOC- 2018-0024080-00
Stewart Title of California - Santa Ana
MONDAY, APR 9, 2018 14:30:46

MIC	$3.00	AUT	$3.00	SBS	$2.00
ERD	$1.00	SB2	$0.00	REC	$11.00
ADD	$0.00				

Ttl Pd $20.00 Rcpt # 02679252
CLK98CV282/SM/1-3

THIS SPACE FOR RECORDER'S USE ONLY:

APN No.: 477-100-031 Escrow No.: SU-02046749-DC

Grant Deed

(Please fill in document title(s) on this line)

Pursuant to Senate Bill 2 - Building Homes and Jobs Act (CG 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).

[X] Exempt from fee per GC27388.1 (a) (2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT).

[ ] Exempt from fee per GC27388.1 (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 GC27388.1 (a) (1); fee cap of $225.00 reached.

[ ] Exempt from fee per GC27388.1 (a) (1); not related to real property.

Failure to include an exemption reason will result in the imposition of the $75.00 Building Homes and Jobs Act fee. Fees collected are deposited to the State and may not be available for refund.

S

THIS PAGE ADDED TO PROVIDE SENATE BILL 2 EXEMPTION INFORMATION
(Additional recording fee applies)

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Black Walnut LP
P.O. Box 5490
Vacaville, Ca. 95696

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: **Escrow No.:** SU-02046749-DC
AP#: 477-100-031

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $R&T 11925 SAME PARTIES /SAME INTEREST

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[ ] Unincorporated area [X] City of Roseville **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Richard U. Vorp and Eveghenya N. Vorp, husband and wife

hereby GRANT(s) to:

Windtree LP, A California Limited Partnership

the real property in the City of Roseville, County of Placer, State of California, described as:

Parcel 6 as shown and designated on "Parcel Map of Woodcreek Plaza", filed for record November 9, 2000, in Book 30 of Parcel Maps, Page 36, Official Records.

Also Known as: 7456 Foothills Blvd., Roseville, CA 95747

DATED: February 21, 2018

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: Escrow No.: SU-02046749-DC AP#: 477-100-031

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: February 21, 2018

Richard U. Vorp

Eveghenya N. Vorp

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 Contra Costa

On March 10th, 2018 before me, Alexa Evans A Notary Public

personally appeared Richard U. Vorp and Eveghenya N. Vorp

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.

ALEXA EVANS
Notary Public – California
Contra Costa County
Commission # 2208050
My Comm. Expires Jul 30, 2021

Signature A Evans (Seal)

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Black Walnut LP
P.O. Box 5490
Vacaville, Ca. 95696

PLACER, County Recorder
RYAN RONCO
DOC- 2018-0024081-00
Stewart Title of California - Santa Ana
MONDAY, APR 9, 2018 14:30:48

MIC	$3.00	AUT	$3.00	SBS	$2.00
ERD	$1.00	SB2	$0.00	REC	$11.00
ADD	$0.00				

Ttl Pd $20.00 Rcpt # 02679252
CLK98CV282/SM/1-3

THIS SPACE FOR RECORDER'S USE ONLY:

APN No.: 477-100-031 Escrow No.: SU-02046749-DC

12

Grant Deed
(Please fill in document title(s) on this line)

Pursuant to Senate Bill 2 - Building Homes and Jobs Act (CG 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).

[X] Exempt from fee per GC27388.1 (a) (2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT).

[ ] Exempt from fee per GC27388.1 (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 GC27388.1 (a) (1); fee cap of $225.00 reached.

[ ] Exempt from fee per GC27388.1 (a) (1); not related to real property.

Failure to include an exemption reason will result in the imposition of the $75.00 Building Homes and Jobs Act fee. Fees collected are deposited to the State and may not be available for refund.

s

THIS PAGE ADDED TO PROVIDE SENATE BILL 2 EXEMPTION INFORMATION
(Additional recording fee applies)

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Black Walnut LP
P.O. Box 5490
Vacaville, Ca. 95696

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: **Escrow No.:** SU-02046749-DC
AP#: 477-100-031

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $R&T 11925 SAME PARTIES /SAME INTEREST

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[ ] Unincorporated area [X] City of Roseville **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Farideh Afrakhteh, a married woman, as her sole and separate property

hereby GRANT(s) to:

Windtree LP., A California Limited Partnership

the real property in the City of Roseville, County of Placer, State of California, described as:

Parcel 6 as shown and designated on "Parcel Map of Woodcreek Plaza", filed for record November 9, 2000, in Book 30 of Parcel Maps, Page 36, Official Records.

Also Known as: 7456 Foothills Blvd., Roseville, CA 95747

DATED: February 21, 2018

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: Escrow No.: SU-02046749-DC AP#: 477-100-031

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: February 21, 27, 2018 for

F. Afrakhteh

Farideh Afrakhteh

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 Contra Costa

On February 27th, 2018 before me, PRIYANKA KUMAR A Notary Public personally appeared Farideh Afrakhteh

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 P Kumar (Seal)

PRIYANKA KUMAR
NOTARY PUBLIC CALIFORNIA
COMMISSION # 2114581
CONTRA COSTA COUNTY
My Comm. Exp June 8, 2019

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Black Walnut LP
P.O. Box 5490
Vacaville, Ca. 95696

PLACER, County Recorder
RYAN RONCO
DOC- 2018-0024082-00
Stewart Title of California - Santa Ana
MONDAY, APR 9, 2018 14:30:50

MIC	$3.00	AUT	$3.00	SBS	$2.00
ERD	$1.00	SB2	$0.00	REC	$11.00
ADD	$0.00				

Ttl Pd $20.00 Rcpt # 02679252
CLK98CV282/SM/1-3

THIS SPACE FOR RECORDER'S USE ONLY:

APN No.: 477-100-031 Escrow No.: SU-02046749-DC

13

Grant Deed
(Please fill in document title(s) on this line)

Pursuant to Senate Bill 2 - Building Homes and Jobs Act (CG 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).

[X] Exempt from fee per GC27388.1 (a) (2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT).

[ ] Exempt from fee per GC27388.1 (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 GC27388.1 (a) (1); fee cap of $225.00 reached.

[ ] Exempt from fee per GC27388.1 (a) (1); not related to real property.

Failure to include an exemption reason will result in the imposition of the $75.00 Building Homes and Jobs Act fee. Fees collected are deposited to the State and may not be available for refund.

S

THIS PAGE ADDED TO PROVIDE SENATE BILL 2 EXEMPTION INFORMATION
(Additional recording fee applies)

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Black Walnut LP
P.O. Box 5490
Vacaville, Ca. 95696

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: **Escrow No.:** SU-02046749-DC
APN: 477-100-031

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $R&T 11925 SAME PARTIES /SAME INTEREST

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[ ] Unincorporated area [X] City of Roseville **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Gary R. Fox and Katherine E. Fox, Trustees of the Fox Family Truet dated May 24, 2002

hereby GRANT(s) to:

Windtree, LP A California Limited Partnership

the real property in the City of Roseville, County of Placer, State of California, described as:

Parcel 6 as shown and designated on "Parcel Map of Woodcreek Plaza", filed for record November 9, 2000, in Book 30 of Parcel Maps, Page 36, Official Records.

Also Known as: 7456 Foothills Blvd., Roseville, CA 95747

DATED: February 21, 2018

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: Escrow No.: SU-02046749-DC AP#: 477-100-031

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: February 21, 2018

The Fox Family Trust dated May 24, 2002

Gary R. Fox, TTEE

Gary R. Fox, Trustee

Katherine E. Fox, TTEE

Katherine E. Fox, Trustee

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 Sacramento

On 2-27-18 before me, Joie Tollestrup A Notary Public personally appeared Gary R. Fox and Katherine E. Fox

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 Joie Tollestrup (Seal)

JOIE TOLLESTRUP
Comm. #2111090
Notary Public · California
Sacramento County
Comm. Expires May 26, 2019

+

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Black Walnut LP
P.O. Box 5490
Vacaville, Ca. 95696

PLACER, County Recorder
RYAN RONCO
DOC- 2018-0024083-00
Stewart Title of California - Santa Ana
MONDAY, APR 9, 2018 14:30:52

MIC	$3.00	AUT	$2.00	SBS	$1.00
ERD	$1.00	SB2	$0.00	REC	$10.00
ADD	$0.00	ROS	$5,255.80		

Ttl Pd $5,272.80 Rcpt # 02679252
CLK98CV282/SM/1-2

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: **Escrow No.:** SU-02046749-DC
APN: 477-100-031

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $5,255.80

[ ] computed on full value of property conveyed, or
[X] computed on full value less value of liens or encumbrances remaining at time of sale.
[ ] Unincorporated area [X] City of Roseville **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Windtree LP, a California Limited Partnership

hereby GRANT(s) to:

Black Walnut LP, a California Limited Partnership

the real property in the City of Roseville, County of Placer, State of California, described as:

Parcel 6, as shown on the Parcel Map filed for record on November 9, 2000 in Book 30 of Parcel Maps, at Page 36, records of Placer County.

Also Known as: 7456 Foothills Blvd., Roseville, CA 95747

DATED: March 23, 2018

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: Escrow No.: SU-02046749-DC AP#: 477-100-031

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: March 23, 2018

Windtree LP, a California Limited Partnership

By: _____
Kenneth Mattsen, authorized signor

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 Sacramento

On March 27, 2018 before me, Deana Curtis, A Notary Public personally appeared Kenneth Mattsen

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

DEANA CURTIS
COMM. #2116911
Notary Public-California
SACRAMENTO COUNTY
My Comm. Exp. July 21, 2019

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Ernest and Theresa Martinez
7456 Foothills Blvd.
Roseville, CA 95747

PLACER, County Recorder
RYAN RONCO
DOC- 2019-0101031-00
1675
THURSDAY, DEC 12, 2019 02:52 PM

MIC	$3.00	AUT	$3.00	SBS	$2.00
ERD	$1.00	SB2	$75.00	REC	$11.00
ADD	$0.00				
		OVE	$2.00		
Ttl Pd	$97.00	Rcpt #	02842597		

CLKBZQJ9T2/KO/1-3

QUITCLAIM DEED

(Revocable Trust)

Assessor's Parcel No: Portion of 477-100-031
More Commonly Known As: 7456 Foothills Blvd., Roseville, CA 95747

THERE IS NO CONSIDERATION FOR THIS TRANSFER.
DOCUMENTARY TRANSFER TAX IS $ -0-.

EXEMPTION FROM DOCUMENTARY TRANSFER TAX. The undersigned Grantors declare that there is no documentary transfer tax due per Revenue and Taxation (R&T) Code Section 11930 because this conveyance transfers an interest into a revocable trust.

EXCLUSION FROM PROPOSITION 13: This is a transfer to a revocable trust and is therefore excluded from reappraisal under Proposition 13 (Article XIII A of the California Constitution) per California Revenue and Taxation Code Section 62(d).

Grantors, ERNEST ADRIAN MARTINEZ and THERESA ANN MARTINEZ, as to an undivided 2.083% interest, hereby remise, release and forever quitclaim to ERNEST ADRIAN MARTINEZ and THERESA ANN MARTINEZ, as Trustees, under the MARTINEZ FAMILY TRUST dated November 19, 2019, all their interest in the following real property in the County of Placer, State of California:

See legal description attached hereto as Exhibit "A" and made a part hereof.

Dated: November 19, 2019

ERNEST ADRIAN MARTINEZ

THERESA ANN MARTINEZ

MAIL TAX STATEMENTS TO: Ernest and Theresa Martinez
7456 Foothills Blvd.
Roseville, CA 95747

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s) 477-100-031-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 8, as shown and designated on "Parcel Map for Woodcreek Plaza", filed November 9, 2000 in Book 30 of Parcel Maps at Page 36, Placer County Records.

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 San Francisco)

On November 19, 2019 before me, JESSICA A. HERRERA, Notary Public, personally appeared ERNEST ADRIAN MARTINEZ and THERESA ANN MARTINEZ, 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 this instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

JESSICA A. HERRERA
Commission # 2147883
Notary Public - California
San Francisco County
My Comm. Expires Apr 27, 2020

PLACER, County Recorder
RYAN RONCO
DOC- 2019-0106699-00
AGENT - ERECORDING PARTNERS NETWORK LLC
TUESDAY, DEC 31, 2019 10:12 AM

MIC	$3.00	AUT	$12.00	SBS	$11.00
ERD	$1.00	SB2	$75.00	REC	$20.00
ADD	$0.00				

Ttl Pd $122.00 Rcpt # 02847526
CLKBZQJ9T2/KO/1-12

RECORDATION REQUESTED BY:
Chicago Title
FSJP- 60061902828-JP

WHEN RECORDED MAIL TO:
Suncrest Bank
West Sacramento
725 Riverpoint Court
Suite 100
West Sacramento, CA 95605

SEND TAX NOTICES TO:
BLACK WALNUT, LP
5359 Auburn Blvd. Ste. B
Citrus Heights, CA 95621

FOR RECORDER'S USE ONLY

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DEED OF TRUST

THIS DEED OF TRUST is dated December 24, 2019, among BLACK WALNUT, LP, a California limited partnership ("Trustor") whose address is 5359 Auburn Blvd. Ste B Citrus Heights CA 95621; Suncrest Bank, whose address is West Sacramento, 725 Riverpoint Court, Suite 100, West Sacramento, CA 95605 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Suncrest Bank, whose address is 501 W. Main Street, Visalia, CA 93291 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Placer County, State of California:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 6, as shown on the Parcel Map filed for record on November 9, 2000, in Book 30 of Parcel Maps, at Page 36, Placer County Records.

APN: 477-100-031-000

The Real Property or its address is commonly known as 7456 Foothills Boulevard, Roseville, CA 95747. The Assessor's Parcel Number for the Real Property is 477-100-031-000.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. This is an absolute assignment of Rents made in connection with an obligation secured by real property pursuant to California Civil Code Section 2938. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF THE TRUSTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Trustor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and



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maintenance necessary to preserve its value.

Compliance With Environmental Laws. Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Trustor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Trustor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Trustor. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Trustor shall pay when due (and in all events at least ten (10) days prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes

and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds 10%. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Notwithstanding the foregoing, in no event shall Trustor be required to provide hazard insurance in excess of the replacement value of the Improvements on the Real Property. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain flood insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations. .

Application of Proceeds. Trustor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds 10%. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. If in Lender's sole judgment Lender's security interest in the Property has been impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If the proceeds are to be applied to restoration and repair, Trustor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

Trustor's Report on Insurance. Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes


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will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Trustor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to eminent domain and inverse condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any eminent domain or inverse condemnation proceeding is commenced affecting the Property, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to pursue or defend the action and obtain the award. Trustor may be the nominal party in any such proceeding, but Lender shall be entitled, at its election, to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If any award is made or settlement entered into in any condemnation proceedings affecting all or any part of the Property or by any proceeding or purchase in lieu of condemnation, Lender may at its election, and to the extent permitted by law, require that all or any portion of the award or settlement be applied to the Indebtedness and to the repayment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation proceedings.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Trustor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. Trustor shall reimburse Lender for all expenses incurred in perfecting or

continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Trustor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Lender may charge Trustor a reasonable reconveyance fee at the time of reconveyance.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Trustor fails to make any payment when due under the Indebtedness.

Other Defaults. Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Trustor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Trustor or on Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution or termination of Trustor's existence as a going business or the death of any partner, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Trustor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Trustor under the terms of any other agreement between Trustor and Lender that is not

remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Trustor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Trustor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment, is curable and if Trustor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding one (1) month, it may be cured if Trustor, after Lender sends written notice to Trustor demanding cure of such default: (1) cures the default within twenty (20) days; or (2) if the cure requires more than twenty (20) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Foreclosure by Sale. Upon an Event of Default under this Deed of Trust, Beneficiary may declare the entire Indebtedness secured by this Deed of Trust immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note, other documents requested by Trustee, and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement in accordance with applicable law. Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

Judicial Foreclosure. With respect to all or any part of the Real Property, Lender shall have the right in lieu of foreclosure by power of sale to foreclose by judicial foreclosure in accordance with and to the full extent provided by California law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code, including without limitation the right to recover any deficiency in the manner and to the full extent provided by California law.

Collect Rents. Lender shall have the right, without notice to Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.



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Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Placer County, State of California. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

NOTICES. Any notice required to be given under this Deed of Trust shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Trustor requests that copies of any notices of default and sale be directed to Trustor's address shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

STATEMENT OF OBLIGATION FEE. Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.



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MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Arbitration. Trustor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Deed of Trust or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Trustor and Lender agree that in the event of an action for judicial foreclosure pursuant to California Code of Civil Procedure Section 726, or any similar provision in any other state, the commencement of such an action will not constitute a waiver of the right to arbitrate and the court shall refer to arbitration as much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Deed of Trust shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of California.

Choice of Venue. If there is a lawsuit, Trustor agrees upon Lender's request to submit to the jurisdiction of the courts of Yolo County, State of California.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless



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specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Suncrest Bank, and its successors and assigns.

Borrower. The word "Borrower" means BLACK WALNUT, LP and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Suncrest Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated December 24, 2019, **in the original principal amount of $4,000,000.00** from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO TRUSTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property. However, should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Personal Property is limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future leases, rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property together with the cash proceeds of the Rents.

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Trustee. The word "Trustee" means Suncrest Bank, whose address is 501 W. Main Street, Visalia, CA 93291 and any substitute or successor trustees.

Trustor. The word "Trustor" means BLACK WALNUT, LP.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS, INCLUDING THE VARIABLE RATE PROVISIONS OF THE NOTE SECURED BY THIS DEED OF TRUST.

TRUSTOR:

BLACK WALNUT, LP

LEFEVER MATTSON, General Partner of BLACK WALNUT, LP

By: _____
Kenneth William Mattson, President of LeFever Mattson

By: document signed in counterpart
Timothy John LeFever, Secretary of LeFever Mattson

CERTIFICATE OF ACKNOWLEDGMENT

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

STATE OF California)
) SS
COUNTY OF San Diego)

On December 26, 20 19 before me, Frank L. Cannizzaro, Notary Public
(here insert name and title of the officer)

personally appeared Kenneth William Mattson ~~and Timothy John LeFever~~ (ELC), 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.

FRANK L. CANNIZZARO
COMM. # 2207077
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
COMM. EXPIRES AUG. 22, 2021

Signature _____ **(Seal)**



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Trustee. The word "Trustee" means Suncrest Bank, whose address is 501 W. Main Street, Visalia, CA 93291 and any substitute or successor trustees.

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TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS, INCLUDING THE VARIABLE RATE PROVISIONS OF THE NOTE SECURED BY THIS DEED OF TRUST.

TRUSTOR:

BLACK WALNUT, LP

LEFEVER MATTSON, General Partner of BLACK WALNUT, LP

By: document signed in counterpart
Kenneth William Mattson, President of LeFever Mattson

By: _____
Timothy John LeFever, Secretary of LeFever Mattson

CERTIFICATE OF ACKNOWLEDGMENT

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

STATE OF California)
) SS
COUNTY OF Placer)

On 12/26, 2019 before me, Julia E. Pickard, notary public,
(here insert name and title of the officer)

personally appeared ~~Kenneth William Mattson and~~ Timothy John LeFever, 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.

JULIA E. PICKARD
Comm. #2224809
Notary Public-California
Placer County
Comm. Expires Jan 6, 2022

WITNESS my hand and official seal.

Signature Julia E. Pickard

(Seal)



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(DO NOT RECORD)

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

_____

Date: _____ Beneficiary: _____

By: _____

Its: _____

LaserPro, Ver. 19.4.0.030 Copr. Finastra USA Corporation 1997, 2019. All Rights Reserved. - CA C:\CFI\LPL\G01.FC TR-4057 PR-69

PLACER, County Recorder
RYAN RONCO
DOC- 2019-0106700-00
AGENT - ERECORDING PARTNERS NETWORK LLC
TUESDAY, DEC 31, 2019 10:12 AM

MIC	$3.00	AUT	$8.00	SBS	$7.00
ERD	$1.00	SB2	$75.00	REC	$16.00
ADD	$0.00				

Ttl Pd $110.00 Rcpt # 02847526
CLKBZQJ9T2/KO/1-8

RECORDATION REQUESTED BY:

Chicago Title
FSJP-6061902828-JP

WHEN RECORDED MAIL TO:

Suncrest Bank
West Sacramento
725 Riverpoint Court
Suite 100
West Sacramento, CA 95605

SEND TAX NOTICES TO:

BLACK WALNUT, LP
5359 Auburn Blvd. Ste. B
Citrus Heights, CA 95621

FOR RECORDER'S USE ONLY

RECORDING CONCURRENTLY HEREWITH

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ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated December 24, 2019, is made and executed between BLACK WALNUT, LP, a California limited partnership whose address is 5359 Auburn Blvd Ste B Citrus Heights CA 95621 (referred to below as "Grantor") and Suncrest Bank, whose address is 725 Riverpoint Court, Suite 100, West Sacramento, CA 95605 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Placer County, State of California:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 6, as shown on the Parcel Map filed for record on November 9, 2000, in Book 30 of Parcel Maps, at Page 36, Placer County Records.

APN: 477-100-031-000

The Property or its address is commonly known as 7456 Foothills Boulevard, Roseville, CA 95747. The Assessor's Parcel Number for the Property is 477-100-031-000.

This is an absolute assignment of Rents made in connection with an obligation secured by property pursuant to California Civil Code section 2938. DEED OF TRUST RECORDING CONCURRENT HEREWITH

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as

provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of California and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase



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or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution or termination of Grantor's existence as a going business or the death of any partner, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding one (1) month, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within twenty (20) days; or (2) if the cure requires more than twenty (20) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment fee that Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are



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necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Arbitration. Grantor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Assignment or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Grantor and Lender agree that in the event of an action for judicial foreclosure pursuant to California Code of Civil Procedure Section 726, or any similar provision in any other state, the commencement of such an action will not constitute a waiver of the right to arbitrate and the court shall refer to arbitration as much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Assignment shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of California.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Yolo County, State of California.

Merger. There shall be no merger of the interest or estate created by this Assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's



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address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means BLACK WALNUT, LP.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means BLACK WALNUT, LP.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means Suncrest Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated December 24, 2019, **in the original principal amount of $4,000,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to

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ASSIGNMENT OF RENTS (Continued)

receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON DECEMBER 24, 2019.

GRANTOR:

BLACK WALNUT, LP

LEFEVER-MATTSON, General Partner of BLACK WALNUT, LP

By: _____
Kenneth William Mattson, President of LeFever Mattson

By: document signed in counterpart
Timothy John LeFever, Secretary of LeFever Mattson

CERTIFICATE OF ACKNOWLEDGMENT

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

STATE OF California)
) SS
COUNTY OF San Diego)

On December 26, 2019 before me, Frank L. Cannizzaro, Notary Public
(here insert name and title of the officer)

personally appeared Kenneth William Mattson and ~~Timothy John LeFever~~, 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.

FRANK L. CANNIZZARO
COMM. # 2207077
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
COMM. EXPIRES AUG. 22, 2021

Signature _____ (Seal)

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PR-69



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receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON DECEMBER 24, 2019.

GRANTOR:

BLACK WALNUT, LP

LEFEVER MATTSON, General Partner of BLACK WALNUT, LP

By: document signed in counterpart
Kenneth William Mattson, President of LeFever Mattson

By: _____
Timothy John LeFever, Secretary of LeFever Mattson

CERTIFICATE OF ACKNOWLEDGMENT

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

STATE OF California)
) SS
COUNTY OF Placer)

On 12/26, 2019 before me, Julia E. Pickard notary public,
(here insert name and title of the officer)

personally appeared ~~Kenneth William Mattson~~ and Timothy John LeFever, 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.

JULIA E. PICKARD
Comm. #2224809
Notary Public · California
Placer County
Comm. Expires Jan 6, 2022

WITNESS my hand and official seal.

Signature Julia E. Pickard (Seal)

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PR-69



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RECORDING REQUESTED BY:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
LeFever Mattson
P.O. Box 5490
Vacaville, CA 95696

PLACER, County Recorder
RYAN RONCO
DOC- 2020-0108235-00
7736
TUESDAY, SEP 29, 2020 11:44 AM

MIC	$3.00	AUT	$3.00	SBS	$2.00
ERD	$1.00	SB2	$0.00	REC	$11.00
ADD	$0.00	ROS	$550.00		

Ttl Pd $570.00 Rcpt # 02940939
CLKBZMH9T2/DG/1-3

Property Address: 7456 Foothills Blvd., Roseville, CA 95747 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 477-100-031

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.
☑ **The documentary transfer tax is** $ 550.00 and is computed on:
☒ the full value of the interest or property conveyed.
☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Roseville

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
LeFever Mattson, A California Corporation

hereby GRANT(S) to Richard Victor Hanson and Karen Denise Hanson, Trustees of the HANSON FAMILY 2002 TRUST dated January 23, 2002, as to an undivided 6.480% interest.

the following described real property in the City of Roseville, County of Placer, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated:

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

LeFever Mattson

BY: _____
Kenneth W. Mattson, President

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 477-100-031

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 Sonoma

On 8-3-2020 before me, Heidi Banales, Notary Public,
(here insert name and title of the officer)

personally appeared Kenneth W. Mattson,

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.

Heidi Banales

Signature

(Seal)

HEIDI BANALES
COMM #2240258
NOTARY PUBLIC - CALIFORNIA
SONOMA COUNTY
My Comm. Expires APRIL 28, 2022

JER-1 JER-1

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 477-100-031-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 6, AS SHOWN AND DESIGNATED ON "PARCEL MAP FOR WOODCREEK PLAZA", FILED FOR RECORD NOVEMBER 9, 2000, IN BOOK 30 OF PARCEL MAPS AT PAGE 36, PLACER COUNTY RECORDS.

Address: 7456 Foothills Blvd., Roseville, CA 95757

PLACER, County Recorder
RYAN RONCO
DOC- 2023-0043925-00
7829
THURSDAY, AUG 17, 2023 03:39 PM

MIC	$3.00	AUT	$3.00	SBS	$2.00
ERD	$1.00	SB2	$75.00	REC	$11.00
ADD	$0.00				

Ttl Pd $95.00 Rcpt # 03261710
CLK6B8YJ93/DD/1-3

PCA 8/18/2023 SM
s/b pd by credit card
fees unchanged

RECORDING REQUESTED BY:
LeFever Mattson
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
LeFever Mattson
P.O. Box 5490
Vacaville, CA 95696

Property Address: 7456 Foothills Blvd., Roseville, CA 95747

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 477-100-031

GRANT DEED

The undersigned grantor(s) declare(s)

☒ This transfer is exempt from the documentary transfer tax. R&T 11911 - Gift
☐ **The documentary transfer tax is** $ 0.00 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Roseville AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Black Walnut, LP, a California Limited Partnership

hereby GRANT(S) to LeFever Mattson, a California Corporation, as to an undivided 6.480% interest.

the following described real property in the City of Roseville, County of Placer, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: 02/24/2020

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Black Walnut, LP
By: LeFever Mattson, its General Partner

BY: _____
Kenneth W. Mattson, President

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 477-100-031

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 Solano

On June 29 2023 before me, M Vigo, Notary Public,
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

(Seal)

M. VIGO
COMMISSION # 2369734
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
MY COMMISSION EXPIRES
AUGUST 26, 2025

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 477-100-031-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 6, AS SHOWN AND DESIGNATED ON "PARCEL MAP FOR WOODCREEK PLAZA", FILED FOR RECORD NOVEMBER 9, 2000, IN BOOK 30 OF PARCEL MAPS AT PAGE 36, PLACER COUNTY RECORDS.

Address: 7456 Foothills Blvd., Roseville, CA 95757

PLACER, County Recorder
RYAN RONCO
DOC- 2023-0043926-00
7829
THURSDAY, AUG 17, 2023 03:39 PM

MIC	$3.00	AUT	$3.00	SBS	$2.00
ERD	$1.00	SB2	$75.00	REC	$11.00
ADD	$0.00				

Ttl Pd $95.00 Rcpt # 03261710
CLK6B8YJ93/DD/1-3

PCA 8/18/2023 SM
s/b pd by credit card
fees unchanged

RECORDING REQUESTED BY:
K S Mattson Partners, LP
P.O. Box 5490
Vacaville, CA 95696

When Recorded Mail Document To:
LeFever Mattson
P.O. Box 5490
Vacaville, CA 95696

Property Address: 7456 Foothills Blvd., Roseville, CA 95747 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 477-100-031

CORRECTORY
GRANT DEED

The undersigned grantor(s) declare(s)

****Correctory Deed for the Deed recorded 9/29/2020, Doc #2020-0108235**
to clarify recording order

☒ This transfer is exempt from the documentary transfer tax.
☐ **The documentary transfer tax is** $ 0.00 and is computed on:
  ☐ the full value of the interest or property conveyed.
  ☒ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Roseville

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
LeFever Mattson, A California Corporation

hereby GRANT(S) to Richard Victor Hanson and Karen Denise Hanson, Trustees of the HANSON FAMILY 2002 TRUST dated January 23, 2002, as to an undivided 6.480% interest.

the following described real property in the City of Roseville, County of Placer, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated:

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

LeFever Mattson

BY: _____
Kenneth W. Mattson, President

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 477-100-031

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 Solano

On June 29, 2023 before me, M. VIGO, Notary Public,
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

(Seal)

M. VIGO
COMMISSION #2369734
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
MY COMMISSION EXPIRES
AUGUST 26, 2025

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 477-100-031-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 6, AS SHOWN AND DESIGNATED ON "PARCEL MAP FOR WOODCREEK PLAZA", FILED FOR RECORD NOVEMBER 9, 2000, IN BOOK 30 OF PARCEL MAPS AT PAGE 36, PLACER COUNTY RECORDS.

Address: 7456 Foothills Blvd., Roseville, CA 95757

PLACER, County Recorder
RYAN RONCO
DOC- 2023-0043927-00
7829
THURSDAY, AUG 17, 2023 03:39 PM

MIC	$3.00	AUT	$5.00	SBS	$4.00
ERD	$1.00	SB2	$75.00	REC	$13.00
ADD	$0.00				

Ttl Pd $101.00 Rcpt # 03261710
CLK6B8YJ93/DD/1-5

PCA 8/18/2023 SM
s/b pd by credit card
fees unchanged

RECORDING REQUESTED BY:
LeFever Mattson

When Recorded Mail Document To:
Black Walnut, LP
c/o: LeFever Mattson
P.O. Box 5490
Vacaville, CA 95696

Property Address: 7456 Foothills Blvd., Roseville, CA 95747

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): Portion of 477-100-031

GRANT DEED

The undersigned grantor(s) declare(s)

***R&T EXEMPTION CODE 11925 - Transfer of same parties, same interest**

☒ This transfer is exempt from the documentary transfer tax.
☐ **The documentary transfer tax is** $0.00 and is computed on:
☐ the full value of the interest or property conveyed.
the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the **City of** Roseville AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Richard Victor Hanson and Karen Denise Hanson, Trustees of the HANSON FAMILY 2002 TRUST dated January 23, 2002

hereby GRANT(S) to Black Walnut, LP, a California Limited Partnership, their entire interest

the following described real property in the City of Roseville, County of Placer, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: November 1, 2022

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BY: Richard Victor Hanson Trustee — Karen Denise Hanson Trustee

Richard Victor Hanson, Trustee
11-8-22

Karen Denise Hanson Trustee
SEE ATTACHED

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): Portion of 477-100-031

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 _____

County of _____

On _____ before me, _____, Notary Public,
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

_____ (Seal)
Signature

(See attached Acknowledgements)

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 Contra Costa)

On NOVEMBER 08 2022 before me, A. MENDES (Notary Public)
(insert name and title of the officer)

personally appeared KAREN DENISE HANSON
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.

A. MENDES
COMM. #2281856
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
My Commission Expires 03/19/2023

Signature A. Mendes (Seal)

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 Contra Costa)

On NOVEMBER 08 2022 before me, A. MENDES (Notary Public)
(insert name and title of the officer)

personally appeared RICHARD VICTOR HANSON,
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.

A. MENDES
COMM. #2281856
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
My Commission Expires 03/19/2023

Signature A. Mendes (Seal)

EXHIBIT "A"

Legal Description

For APN/Parcel ID: 477-100-031-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 6, AS SHOWN AND DESIGNATED ON "PARCEL MAP FOR WOODCREEK PLAZA", FILED FOR RECORD NOVEMBER 9, 2000, IN BOOK 30 OF PARCEL MAPS AT PAGE 36, PLACER COUNTY RECORDS.

Address: 7456 Foothills Blvd., Roseville, CA 95757

EXHIBIT E-8.
860 Charter Property Records

Order No.
Escrow No. 303619-RC/REP/sh
Loan No.

WHEN RECORDED MAIL TO:
Mr. and Mrs. Reino I. Wantin
2385 Bay Road
Redwood City, California 94063

RF	X
LN	
MF	1
AF	2
PP	7

85070287

FIRST AMERICAN TITLE INSURANCE CO.
SAN MATEO COUNTY TITLE DIVISION

JUL 15 9 46 AM '85

MARVIN CHURCH, RECORDER
SAN MATEO COUNTY
OFFICIAL RECORDS

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

Same as above

DOCUMENTARY TRANSFER TAX $ 1,347.50

X Computed on the consideration or value of property conveyed; OR
..... Computed on the consideration or value less liens or encumbrances remaining at time of sale.

R. E. Proctor
Signature of Declarant or Agent determining tax – Firm Name
First American Title Insurance Company

GRANT DEED

Documentary Transfer Tax
* * * * PAID * * * *
San Mateo County
Rec'd By
Deputy Recorder

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

MARTIN FIELD and CLAIRE FIELD, his wife

hereby GRANT(S) to REINO I. WANTIN and BARBARA R. WANTIN, husband and wife, as Community Property

the real property in the City of Redwood City and unincorporated
County of San Mateo, State of California, described as

SEE EXHIBIT "A" ATTACHED HERETO AND MADE APART HEREOF

85070287

Dated JULY 12, 1985

Martin Field
MARTIN FIELD

Claire Field
CLAIRE FIELD

STATE OF CALIFORNIA
COUNTY OF SAN MATEO } ss.

On JULY 12, 1985

before me, the undersigned, a Notary Public in and for said State, personally appeared MARTIN FIELD AND CLAIRE FIELD

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature R. E. Proctor

R. E. PROCTOR
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
SAN MATEO COUNTY
My Commission Expires April 10, 1988

(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

1002 (6/82)

EXHIBIT "A"

LEGAL DISCRIPTION

PARCEL I:

Lots 8 and 10 in Block 1 as shown on that certain map entitled "DUMBARTON ACRES, MAP NO. 2 BEING A RESUBDIVISION OF LOT "C" AND A PORTION OF LOT "A" OF DUMBARTON ACRES NEAR REDWOOD CITY, CALIFORNIA," filed in the office of the County Recorder of San Mateo County on December 12, 1927 in Book 16 of Maps at pages 53 and 54.

APN: 054-072-190 JPN: 54 07 072 19 A

PARCEL II:

Lots 1, 2, 5 and 7 in Block 2 as shown on that certain map entitled "DUMBARTON ACRES, MAP NO. 2, BEING A RESUBDIVISION OF LOT "C" AND A PORTION OF LOT "A" OF DUMBARTON ACRES NEAR REDWOOD CITY, CALIFORNIA," filed in the office of the county Recorder of San Mateo County on December 12, 1927 in Book 16 of Maps at pages 53 and 54.

APN: 054-081-010 JPN 54 08 081 01 A
054-081-140 54 08 081 14 A

85070287

Order No. 422095RC
Escrow No. 422095RC
Loan No.

WHEN RECORDED MAIL TO:

STAR TOOL & ENGINEERING CO., INC.
P. O. Box 7130
Redwood City, CA 94063

OFFICIAL RECORDS OF SAN MATEO COUNTY
ASSESSOR-COUNTY CLERK-RECORDER
WARREN SLOCUM

Recorded at Request of
FIRST AMERICAN TITLE COMPANY

96-156526 12/19/96 08:00

Recording Fee: 5 RSALAS

DOCUMENTARY TRANSFER TAX $ 1,430.00

X Computed on the consideration or value of property conveyed; OR
____Computed on the consideration or value less liens or encumbrances remaining at time of sale.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

As declared by the undersigned Grantor
Signature of Declarant or Agent determining tax – Firm Name

GRANT DEED

APN 054-081-010, 140
054 008 081 01A AND 14A

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

REINO I. WANTIN AND BARBARA R. WANTIN, HUSBAND AND WIFE

hereby GRANT(S) to

STAR TOOL & ENGINEERING CO., INC., A CALIFORNIA CORPORATION

the real property in the City of REDWOOD CITY
County of San Mateo State of California, described as
LOTS 1, 2, 5 AND 7 IN BLOCK 2, AS SHOWN ON THAT CERTAIN MAP ENTITLED "DUMBARTON ACRES, MAP NO. 2, BEING A RESUBDIVISION OF LOT "C" AND A PORTION OF LOT "A" OF DUMBARTON ACRES NEAR REDWOOD CITY, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, ON DECEMBER 12, 1927 IN BOOK 16 OF MAPS AT PAGE(S) 53 AND 54.
AP NO. 054 081 010; 054 081 140

96 156526

Dated December 18, 1996

Reino I. Wantin
REINO I. WANTIN

Barbara R. Wantin
BARBARA R. WANTIN

STATE OF CALIFORNIA)
COUNTY OF ~~SAN MATEO~~ San Francisco) ss.

On DECEMBER 18, 1996 before me,
Jaime L.G. Sheridan
personally appeared REINO I. WANTIN AND BARBARA R. WANTIN

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

Signature Jaime L.G. Sheridan

JAIME L. G. SHERIDAN
COMM. #1087583
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Apr. 6, 2000

(This area for official notarial seal)

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

15

RECORDING REQUESTED BY
First American Title Guaranty Company
Order No. 479631-mI/TL
Escrow No. 521686

WHEN RECORDED MAIL TO:

Law Offices Charles N. Bendes
1999 Harrison St. #800
Oakland, Ca 94612-3517

DOC # 2002-203935
10/10/2002 08:00A M Fee:26.00
Page 1 of 5
Recorded in Official Records
County of San Mateo
Warren Slocum
Assessor-County Clerk-Recorder
Recorded By FIRST AMERICAN TITLE COMPANY

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN 054-081-010 & 140

3rd DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

This DEED OF TRUST, made **September 30, 2002** , between

STAR TOOL & ENGINEERING CO., INC., a California corporation herein called TRUSTOR,

whose address is **8484 Central Avenue, Newark CA 94560,**

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called TRUSTEE, and

Gloria B. Gamberg, Trustee of The Gloria B. Gamberg Revocable Trust , herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that property in the City of **Redwood City** County of **San Mateo** ,State of California, described as:

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) payment of the sum of **$150,000.00** with interest thereon according to the terms of **a Note dated as of March 24, 2000 in the original principal amount of $150,000.00, as amended by that Amendment to Promissory Note effective as of September 30, 2002,** made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, and (2) the performance of each agreement of Trustor incorporated by reference or contained herein (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

If the trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the beneficiary being first had and obtained, beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

To protect the security of this Deed of Trust, and with respect to the property above described Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

Case: 24-10715 Doc# 192-21 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 5 of 112

(continuation of Deed of Trust between Star Tool and Gamberg Trust)

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino		6213	768	Sutter	6558
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	98	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6625	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego SERIES 5 Book 1964, Page 149774					

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth

This Deed of Trust is Third and Subordinate to that certain Deed of Trust in the amount of $1,147,968.60, recorded concurrently herewith.

Signature of Trustor

STAR TOOL & ENGINEERING CO., INC., a California corporation

BY: _____

It's _____

STATE OF CALIFORNIA }ss
COUNTY OF }

On October 8 2002, before me, Amy Vernon,
a Notary Public in and for said State, personally appeared Angelo Caresoni

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

Signature _____

AMY VERNON
Commission # 1344864
Notary Public - California
Santa Clara County
My Comm. Expires Feb 25, 2006
(This area for official notarial seal)

DTBLK.DOC (Rev 7/94)

2002-203935
10/10/2002 08:00A
M Page: 2 of 5

Order Number: 4101-4796315M

LEGAL DESCRIPTION

Real property in the City of Redwood City, County of San Mateo, State of California, described as follows:

Lots 1, 2, 5 and 7 in Block 2, as shown on that certain map entitled "DUMBARTON ACRES, MAP NO. 2, BEING A RESUBDIVISION OF LOT "C" AND A PORTION OF LOT "A" OF DUMBARTON ACRES NEAR REDWOOD CITY, CALIFORNIA", filed in the office of the County Recorder of San Mateo County, State of California, on December 12, 1927 in Book 16 of Maps at page(s) 53 and 54.

APN: 054-081-140 and 054-081-010



2002-203935
10/10/2002 08:00A
M Page: 3 of 5

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

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

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

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

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

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

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

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.



2002-203935
10/10/2002 08:00A
M Page: 4 of 5

Case: 24-10715 Doc# 192-21 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 8 of 112

(continuation of Deed of Trust between Star Tool and Gamberg Trust)

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

TO FIRST AMERICAN TITLE INSURANCE COMPANY, TRUSTEE:

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated_____

_____

_____

STATE OF CALIFORNIA }ss
COUNTY OF }

On_____, before me, _____, a Notary Public in and for said State, personally appeared _____

_____

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

Signature_____

(This area for official notarial seal)

Please mail Deed of Trust,
Note and Reconveyance to_____

DO NOT LOSE OR DESTROY THIS DEED OF TRUST OR THE NOTE WHICH IT SECURES. BOTH MUST BE DELIVERED TO THE TRUSTEE FOR CANCELLATION BEFORE RECONVEYANCE WILL BE MADE.

2002-203935
10/10/2002 08:00A
M Page: 5 of 5

RECORDING REQUESTED BY:
Fidelity National Title Company
Escrow No.: 05-**1500396**-TD
Locate No.: CAFNT0941-0941-0009-0001500396
Title No.: 05-**1500396**

When Recorded Mail Document and Tax Statement To:
Brothers Property , LLC
~~860 Charter Street~~ 860 Charters.
Redwood City, CA 94063

2005-084400
01:34pm 05/23/05 DE Fee: 10.00
Count of pages 2 RC
Recorded in Official Records
County of San Mateo
Warren Slocum
Assessor-County Clerk-Recorder

APN: 054-081-140 & 054-081-010

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

2p

The undersigned grantor(s) declare(s)
Documentary transfer tax is $3,520.00
[xx] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area City of **Redwood City**,

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Star Tool & Engineering Co. Inc., a California Corporation

hereby GRANT(S) to Brothers Property , LLC, a California Limited Liability Company

the following described real property in the City of **Redwood City**, County of **San Mateo**, State of **California**:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED: May 18, 2005

Star Tool & Engineering Co. Inc.

By: _____
Philip Gregory, Treasurer

xxxxxxxxxxxxxxxxxxxxxxxxxxxx
By: _____

STATE OF CALIFORNIA
COUNTY OF San Mateo
ON 5.19.05 before me,
the undersigned Notary Public personally appeared
Philip Gregory

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

TINA M. DAVIS
COMM. # 1305805
NOTARY PUBLIC-CALIFORNIA
SAN MATEO COUNTY
COMM. EXP. MAY 25, 2005

Witness my hand and official seal.

Signature Tina M. Davis

MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT "A"

Lots 1, 2, 5 & 7, in Block 2, as shown on that certain map entitled "DUMBARTON ACRES MAP NO. 2, BEING A RESUBDIVISION OF LOT C", filed in the office of the Recorder of the County of San Mateo, State of California on December 12, 1927 in Book 16 of Maps at pages 53 and 54.

APN # 054-081-010 and 054-081-140

Initials:

RECORDING REQUESTED BY:
Fidelity National Title Company
Escrow No.: 12-**1032564**-
Locate No.: CAFNT0941-0948-0001-0009582578
Title No.: 12-**9582578**

When Recorded Mail Document and Tax Statement To:
KS Mattson Partners LP
P.O. Box 5490
Vacaville, CA 95688

2012-071806
FIDELITY NATIONAL TITLE
8:00 am 05/23/12 DE Fee: 18.00
Count of Pages 2 UN
Recorded in Official Records
County of San Mateo
Mark Church
Assessor-County Clerk-Recorder

* R 0 0 0 1 4 1 4 3 1 7 *

2.

APN: 054-081-010/054-081-140

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s)
Documentary transfer tax is $4,290.00
[ ] computed on full value of property conveyed, or
[X] computed on full value less value of liens or encumbrances remaining at time of sale,
[x] Unincorporated Area City of **Redwood City**,

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Brothers Property , LLC, a California Limited Liability Company

hereby GRANT(S) to KS Mattson Partners LP, a Limited Partnership

the following described real property in the City of **Redwood City**, County of **San Mateo**, State of **California**:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED: April 4, 2012

State of California)
County of SAN MATEO)

On 04.09.2012 before me, LIN FLORES, Notary Public (here insert name and title of the officer), personally appeared DINH HAO NGUYEN

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Brothers Property LLC, a California Limited Liability Company

By: _____

DINH HAO NGUYEN

LIN FLORES
COMM. #1889080
Notary Public - California
Solano County
My Comm. Expires Jun. 8, 2014

107.208.3636

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Escrow No.: 12-**1032564**-TG
Locate No.: CAFNT0941-0948-0001-0009582578
Title No.: 12-**9582578**

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, AND IN THE CITY OF REDWOOD CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Lots 1, 2, 5 & 7, in Block 2, as shown on that certain Map entitled, "DUMBARTON ACRES MAP NO. 2, BEING A RESUBDIVISION OF LOT "C" AND A PORTION OF LOT "A" OF DUMBARTON ACRES NEAR REDWOOD CITY, CALIFORNIA", filed in the office of the Recorder of the County of San Mateo, State of California on December 12, 1927 in Book 16 of Maps at pages 53 and 54.

Joint Plant No: 054-008-081-01a and 054-008-081-14a

APN: 054-081-010/054-081-140

2017-016264
12:23 pm 02/22/17 MM Fee: 30.00
Count of Pages 6
Recorded in Official Records
County of San Mateo
Mark Church
Assessor-County Clerk-Recorder
* R 0 0 0 2 3 5 6 8 1 5 *

RECORDING REQUESTED BY
First American Title Company National
Commercial Services
NCS-815053-2-SC(TM)

AND WHEN RECORDED MAIL TO:
Rocketship Education
350 Twin Dolphin Drive, Suite 109
Redwood City, California 94065
Attention: Laura Kozel, Vice President
Facilities and Treasury

(Space Above For Recorder's Use)

MEMORANDUM OF LEASE AGREEMENT
(Redwood City Prep)

THIS MEMORANDUM OF LEASE AGREEMENT (Redwood City Prep) ("**Memorandum**") is made as of February 1, 2017 by and between LAUNCHPAD DEVELOPMENT FIFTEEN LLC, a California limited liability company ("**Landlord**"), and ROCKETSHIP EDUCATION, a California nonprofit public benefit corporation ("**Tenant**").

RECITALS

1. TERM AND PREMISES: Landlord leases to Tenant pursuant to the terms and provisions of that certain written lease between Landlord and Tenant dated February 1, 2017 and effective as of February 1, 2017 (the "**Lease**"), the real property located in the City of Redwood, County of San Mateo, State of California, which is described in Exhibit A attached hereto and incorporated herein by this reference, for a term of fourteen (14) years expiring on July 31, 2031 with one (1) six (6) year renewal option. The provisions of the Lease are incorporated herein by this reference.

2. PROVISIONS BINDING: This Memorandum does not comprise the Lease itself and is only an abbreviated form reciting a few of its terms. This Memorandum does not modify or affect the content of the Lease in any way; in the event of any inconsistency between the Lease itself and this Memorandum, the terms of the Lease shall prevail. This Memorandum is prepared for the purpose of recordation.

This Memorandum may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

[*Remainder of Page Intentionally Left Blank.*]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first above written.

"LANDLORD"

LAUNCHPAD DEVELOPMENT FIFTEEN LLC,
a California limited liability company

By: Launchpad Development Company,
a California nonprofit public benefit corporation
its sole member

By: _____
Its: Andrew Stern, Chairperson of the Board of Directors

"TENANT"

ROCKETSHIP EDUCATION,
a California nonprofit public benefit corporation

By: **SIGNED IN COUNTERPART**
Preston Smith, Chief Executive Officer

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first above written.

"LANDLORD"

LAUNCHPAD DEVELOPMENT FIFTEEN LLC,
a California limited liability company

By: Launchpad Development Company,
a California nonprofit public benefit corporation
its sole member

SIGNED IN COUNTERPART

By: _____
Its: Andrew Stern, Chairperson of the Board of Directors

"TENANT"

ROCKETSHIP EDUCATION,
a California nonprofit public benefit corporation

By: _____
Preston Smith, Chief Executive Officer

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

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 San Francisco)

On February 16, 2017 before me, Laurel Shane, Notary Public, personally appeared **ANDREW STERN**, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

CSS1 LAUREL SHANE COMM. # 2140941 NOTARY PUBLIC - CALIFORNIA SAN FRANCISCO COUNTY My Comm. Expires Jan. 28, 2020 CSS1

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 San Mateo)

On February 16, 2017 before me, Marisol M. Moreno,
Notary Public, personally appeared Preston Smith,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

MARISOL M. MORENO
Commission # 2108058
Notary Public - California
Santa Clara County
My Comm. Expires May 18, 2019

Notary - Memorandum of Lease - Redwood City Prep

102324090

EXHIBIT A

DESCRIPTION OF PROPERTY

Real property partly in the City of Redwood City and partly in the unincorporated area, County of San Mateo, State of California, described as follows:

LOTS 1, 2, 5 AND 7, IN BLOCK 2, AS SHOWN ON THAT CERTAIN MAP ENTITLED "DUMBARTON ACRES, MAP NO. 2, BEING A RESUBDIVISION OF LOT "C" AND A PORTION OF LOT "A" OF DUMBARTON ACRES NEAR REDWOOD CITY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON DECEMBER 12, 1927 IN BOOK 16 OF MAPS AT PAGES 53 AND 54.

APN: 054-081-010 (Affects Lots 1 and 2) and 054-081-140 (Affects Lots 5 and 7)
JPN: 054-008-081-01A and 054-008-081-14A

RECORDING REQUESTED BY
FIRST AMERICAN TITLE

NCS-815053-2-SC (TM)

When recorded mail to:

Orrick, Herrington & Sutcliffe LLP
The Orrick Building
405 Howard Street
San Francisco, CA 94105-2669
Attention: Eugene H. Clark-Herrera, Esq.

2017-016265

12:23 pm 02/22/17 DT FF AG Fee: 126.00
Count of Pages 28
Recorded in Official Records
County of San Mateo
Mark Church
Assessor-County Clerk-Recorder

* R 0 0 0 2 3 5 6 8 1 6 *

Space Above this Line Reserved for Recorder's Use Only

LEASEHOLD DEED OF TRUST, FIXTURE FILING AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS (REDWOOD CITY PREP – 860 CHARTER STREET)

This Leasehold Deed of Trust, Fixture Filing and Security Agreement with Assignment of Rents dated as of February 1, 2017 (this "Deed of Trust") from **LAUNCHPAD DEVELOPMENT FIFTEEN LLC**, a California limited liability company (hereinafter referred to as "Grantor") to **FIRST AMERICAN TITLE COMPANY**, as Trustee (the "Trustee"), and in trust for the benefit of **WILMINGTON TRUST, NATIONAL ASSOCIATION** a national banking association, acting as trustee under that certain Master Indenture of Trust as hereinafter defined ("Master Trustee" or the "Beneficiary");

WITNESSETH THAT:

WHEREAS, Grantor holds a leasehold interest in certain real property described on Schedule I attached hereto (the "Real Property"), pursuant to that certain Lease dated as of March 25, 2016 (and as may be amended, restated, supplemented, or modified from time to time, the "Ground Lease"), entered into by and between Grantor and K S Mattson Partners, L.P. (the "Ground Lessor") by and between Rocketship and Grantor;

WHEREAS, Grantor is or shall be the owner of certain buildings and improvements on or to be constructed on the Real Property; and

WHEREAS, certain of the Grantor's obligations under the Master Indenture of Trust, dated as of February 1, 2014, by and between the Master Trustee and the Members of the Obligated Group identified therein (as previously supplemented, including by that certain Supplemental Master Indenture for Obligation No. 1, dated as of February 1, 2014, that certain Supplemental Master Indenture for Obligation No. 2, dated as of July 1, 2015, that certain Supplemental Master Indenture for Obligation No. 3, dated as of February 1, 2016, that certain Supplemental Master Indenture for Obligation No. 4, dated as of February 1, 2017, that certain Supplemental Master Indenture for Obligation No. 5, dated as of February 1, 2017, and that certain Supplemental Master Indenture for Obligation No. 6, dated as of February 1, 2017, and as may be further amended and supplemented from time to time, including in connection with the

issuance of any Obligations thereunder, the "Master Indenture") will be secured by this Deed of Trust; and

NOW, THEREFORE, to secure (i) payment of all Required Payments and such other amounts to be paid by Trustor arising under the Master Indenture and any Obligation issued thereunder; (ii) the observance and performance by Trustor of each covenant and obligation on the part of Trustor to be observed or performed pursuant to the Master Indenture; (iii) the payment of all payments required with respect to any Obligation issued or executed and delivered from time to time by or on behalf of the Trustor and the performance by Trustor of each covenant and obligation on part of Trustor to be observed or performed pursuant to the agreements and/or instruments pursuant to which such Obligation is issued or executed and delivered; (iv) the observance and performance of each covenant and obligation of Trustor herein contained or incorporated herein by reference and payment of each fee, cost and expense by Trustor as herein set forth; and (v) payment of such further sums and/or performance of such further obligations as the then record owner of the Property may undertake to pay and/or perform (whether as principal, surety or guarantor), for the benefit of Beneficiary, its successors or assigns, when said borrowing and/or obligation is evidenced by a writing or writings signed by such owner reciting that it or they are so secured(all of such indebtedness, obligations and liabilities described in clauses (i), (ii), (iii), (iv) and (v) above being hereinafter collectively referred to as the "obligations hereby secured"), Grantor does hereby grant, bargain, sell, convey, mortgage, warrant, assign and pledge unto Trustee, its successors and assigns, and grant to Trustee, WITH POWER OF SALE AND RIGHT OF ENTRY AND POSSESSION for the benefit of Beneficiary, its successors and assigns, a security interest in all and singular the properties, rights, interests and privileges described in Granting Clauses I, II, III, IV, V, VI and VII below, all of the same being collectively referred to herein as the "Mortgaged Estate":

GRANTING CLAUSE I

All of Grantor's right, title and interest in and to the leasehold estate, leasehold interest and all rights created thereby in the real property described therein and set forth in Schedule I attached hereto (the "Land") under and in accordance with the Ground Lease, including all assignments, modifications, extensions and renewals of the Ground Lease and all credits, deposits, options, proceeds, privileges and rights of Grantor as tenant under the Ground Lease, including, but not limited to, the right, if any, to renew or extend the Ground Lease for a succeeding term or terms, and also including all the right, title, claim or demand whatsoever of Grantor either in law or in equity, in possession or expectancy, of, in and to Grantor's right, as tenant under the Ground Lease, to elect under Section 365(h)(1) of Title 11 U.S.C.A. § 101 et seq. and the regulations adopted and promulgated thereto (as the same may be amended from time to time, the "Bankruptcy Code") to terminate or treat the Ground Lease as terminated or to consent to the transfer of the Ground Lessor's interest in the Land and the Improvements free and clear of the Ground Lease under Section 363 of the Bankruptcy Code in the event (i) of the bankruptcy, reorganization or insolvency of the Ground Lessor, and (ii) (A) the rejection of the Ground Lease by such Ground Lessor, as debtor in possession, or by a trustee for such Ground Lessor, pursuant to Section 365 of the Bankruptcy Code or (B) any attempt by such Ground Lessor, as debtor in possession, or by a trustee for such Ground Lessor, to transfer such Ground Lessor's interest in the Land and the Improvements under Section 363 of the Bankruptcy Code, together with all of the easements, rights, privileges, franchises tenements, hereditaments and

appurtenances now or hereafter thereunto belonging or in any way appertaining thereto, and all of the estate, right, title, interest, claim and demand whatsoever of Grantor therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired.

GRANTING CLAUSE II

All right, title and interest of Grantor now owned or hereafter acquired in and to all buildings and improvements of every kind and description heretofore or hereafter erected or placed on the property described in Granting Clause I and all materials intended for construction, reconstruction, alteration and repairs of the buildings and improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises immediately upon the delivery thereof to the said real estate, and all fixtures, machinery, apparatus, equipment, fittings and articles of personal property of every kind and nature whatsoever now or hereafter attached to or contained in or used or useful in connection with said real estate and the buildings and improvements now or hereafter located thereon and the operation, maintenance and protection thereof, including but not limited to all machinery, motors, fittings, radiators, awnings, shades, screens, all gas, coal, steam, electric, oil and other heating, cooking, power and lighting apparatus and fixtures, all fire prevention and extinguishing equipment and apparatus, all cooling and ventilating apparatus and systems, all plumbing, incinerating, and sprinkler equipment and fixtures, all elevators and escalators, all communication and electronic monitoring equipment, all window and structural cleaning rigs and all other machinery and equipment of every nature and fixtures and appurtenances thereto and all items of furniture, appliances, draperies, carpets, other furnishings, equipment and personal property used or useful in the operation, maintenance and protection of the said real estate and the buildings and improvements now or hereafter located thereon and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said real estate, buildings or improvements in any manner, and all proceeds of the foregoing; it being mutually agreed, intended and declared that all the aforesaid property shall, so far as permitted by law, be deemed to form a part and parcel of the real estate and for the purpose of this Deed of Trust to be real estate and covered by this Deed of Trust.

GRANTING CLAUSE III

All right, title and interest of Grantor now owned or hereafter acquired in and to all and singular the estates, tenements, hereditaments, privileges, easements, rights of way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, licenses, franchises, appurtenances and royalties, mineral, oil, and water rights belonging or in any wise appertaining to the property described in the preceding Granting Clause I and the buildings and improvements now or hereafter located thereon and the reversions, rents, issues, revenues and profits thereof, including all interest of Grantor in all rents, issues and profits of the aforementioned property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advanced rent or for security) under any and all leases or subleases and renewals thereof, or under any contracts or options for the sale of all or any part of, said property (including during any period allowed by law for the redemption of said property after any foreclosure or other sale), together with the right, but not the obligation, to collect, receive and receipt for all such rents and other sums and apply them to the obligations hereby secured and to demand, sue for and recover the same when due or payable; *provided* that the

assignments made hereby shall not impair or diminish the obligations of Grantor under the provisions of such leases or other agreements nor shall such obligations be imposed upon Trustee or Beneficiary.

GRANTING CLAUSE IV

All plans, specifications, working drawings and like materials prepared in connection with improvements constituting part of the Mortgaged Estate, whether now owned by Grantor or hereafter acquired, all rights of Grantor against vendors or manufacturers in connection with equipment located upon the Mortgaged Estate whether now existing or hereafter acquired and whether arising by virtue of warranty or otherwise, and all rights against contractors, subcontractors and materialmen arising in connection with work performed at or on the Mortgaged Estate or with materials furnished for the construction of improvements at or on the Mortgaged Estate and all rights of Grantor under contracts to provide any of the foregoing, whether now existing or hereafter arising.

GRANTING CLAUSE V

All judgments, awards of damages, settlements and other compensation to which Grantor may be entitled heretofore or hereafter resulting from condemnation proceedings or the taking of the property described in Granting Clause I or any part thereof or any building or other improvement now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right (including any award from the United States government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including severance and consequential damage, and any award for change of grade of streets (collectively "Condemnation Awards").

GRANTING CLAUSE VI

All property and rights, if any, which are by the express provisions of this instrument required to be subjected to the lien hereof and any additional property and rights that may from time to time hereafter, by installation or writing of any kind, be subjected to the lien hereof by Grantor or by anyone in Grantor's behalf.

GRANTING CLAUSE VII

All rights in and to common areas and access roads on adjacent properties heretofore or hereafter granted to Grantor and any after-acquired title of or reversion to Grantor in and to the beds of any ways, roads, streets, avenues and alleys adjoining the property described in Granting Clause I or any part thereof.

TO HAVE AND TO HOLD the Mortgaged Estate and the properties, rights and privileges hereby granted, transferred, bargained, sold, conveyed, mortgaged, warranted, pledged and assigned, and in which a security interest is granted, or intended so to be, unto Trustee, its successors and assigns, forever; *provided, however*, that this Deed of Trust is upon the express

condition that if (1) all Obligations of Trustor shall be paid in full or discharged in accordance with the Master Indenture and the related Obligations and (2) all other obligations hereby secured shall be fully paid and performed and shall have ceased, then this Deed of Trust and the estate and rights hereby granted shall cease, determine and be void and this Deed of Trust shall be cancelled and Trustee shall reconvey the Mortgaged Estate to Grantor with no covenants or warranties, at the written request and at the expense of Grantor, otherwise this Deed of Trust shall remain in full force and effect.

BUT IN TRUST NEVERTHELESS, upon the terms and trust herein set forth, for the equal and proportionate benefit, security and protection of all present and future holders of the Obligations, all as provided in the Master Indenture, and the other obligations hereby secured; *provided, however*, that this Deed of Trust is made by Grantor and accepted by Trustee and Beneficiary upon the express condition that if (1) all Obligations of Trustor shall be paid in full or discharged in accordance with the Master Indenture and the related Obligations and (2) all other obligations hereby secured shall be fully paid and performed and shall have ceased, then this Deed of Trust and the estate and rights hereby granted shall cease, determine and be void and this Deed of Trust shall be cancelled and Trustee shall reconvey the Mortgaged Estate to Grantor with no covenants or warranties, at the written request and at the expense of Grantor, otherwise this Deed of Trust shall remain in full force and effect.

Grantor covenants and agrees with Trustee and Beneficiary as follows:

1. Payment of the Indebtedness. The Obligations hereby secured will be promptly paid as and when the same becomes due.

2. Further Assurances. Grantor will execute and deliver such further instruments and do such further acts as may reasonably be necessary or proper to carry out more effectively the purpose of this instrument and, without limiting the foregoing, to make subject to the lien hereof any property agreed to be subjected hereto or covered by the Granting Clauses hereof or intended so to be.

3. Possession. Provided no Event of Default has occurred and is continuing hereunder, Grantor shall be suffered and permitted to remain in full possession, enjoyment and control of the Mortgaged Estate, subject always to the observance and performance of the terms of this Deed of Trust.

4. Ownership of Mortgaged Estate. Grantor covenants and warrants that it is lawfully seized of the tenant's interest under the Ground Lease and that it has a good, insurable leasehold interest in the Real Property and good, marketable title in or to the remaining Mortgaged Estate, free and clear of all liens, charges and encumbrances whatever except the Ground Lease and those exceptions to title referenced on Schedule II attached hereto (the "Permitted Exceptions") and Grantor has good right, full power and authority to convey, transfer and mortgage the same to Beneficiary for the uses and purposes set forth in this Deed of Trust; and Grantor will warrant and forever defend title to the Mortgaged Estate subject to the Permitted Exceptions against all claims and demands whatsoever.

5. Deed of Trust Constitutes Construction Deed of Trust. This Deed of Trust secures an obligation for the construction of improvements on the real property herein described. As such, this Deed of Trust constitutes a construction mortgage for the purposes of Division 9 of the Uniform Commercial Code of California and is entitled to all of the benefits afforded construction mortgages thereunder.

6. Compliance With the Master Indenture. Grantor will abide by and comply with and be governed and restricted by all of the respective terms, conditions, provisions, restrictions and agreements contained in the Master Indenture, and in each and every supplement thereto or amendment thereof which may at any time or from time to time be executed and delivered by the parties thereto or their successors and assigns.

7. Provisions of Master Indenture. Grantor covenants that any and all monetary disbursements made in accordance with the Master Indenture shall constitute adequate consideration to Grantor for the enforceability of this Deed of Trust and that all advances and indebtedness arising and accruing under the Master Indenture or any Obligations from time to time, whether or not the total amount thereof may exceed the amounts of the Required Payments, shall be secured by this Deed of Trust. Upon the occurrence of an Event of Default (as hereinafter defined), Beneficiary may (but need not), subject to the terms of the Master Indenture: (i) declare the entire principal of and interest accrued on the Obligations due and payable in accordance with the Master Indenture and pursue all other remedies conferred upon Trustee and Beneficiary by this Deed of Trust or by law as in the case of default; or (ii) complete the construction of said improvements and enter into the necessary contracts therefor; or (iii) enter into leases for all or any part of the Mortgaged Estate, subject to the provisions of the Ground Lease and the rights of tenants under leases approved or deemed approved by Beneficiary at the time of default. All monies so expended reasonably shall be so much additional indebtedness secured by this Deed of Trust, and any monies expended reasonably in excess of the Required Payments shall be payable on demand. The Trustee or the Beneficiary, as the case may be, may exercise any of the aforesaid remedies. The provisions, rights, powers and remedies contained in the Master Indenture are in addition to, and not in substitution for, those contained herein; provided, however, that in the event of any conflict or inconsistency between the provisions, rights, powers and remedies contained in the Master Indenture and those contained herein, the provisions, rights, powers and remedies contained in the Master Indenture shall be controlling.

8. Payment of Taxes. Grantor shall pay before any penalty attaches, all general taxes and all special taxes, special assessments, water, drainage and sewer charges and all other charges of any kind whatsoever, ordinary or extraordinary, which may be levied, assessed, imposed or charged on or against the Mortgaged Estate or any part thereof and which, if unpaid, might by law become a lien or charge upon the Mortgaged Estate or any part thereof, and shall, upon written request, exhibit to Beneficiary official receipts evidencing such payments, except that, unless and until foreclosure, distraint, sale or other similar proceedings shall have been commenced, no such charge or claim need be paid if being contested (except to the extent any full or partial payment shall be required by law), after notice to Beneficiary, by appropriate proceedings which shall operate to prevent the collection thereof or the sale or forfeiture of the Mortgaged Estate or any part thereof to satisfy the same, conducted in good faith and with due

diligence and if Grantor shall have furnished such security, if any, as may be required in the proceedings.

9. Payment of Taxes, Deed of Trust or Interest of Beneficiary. Grantor agrees that if any tax, assessment or imposition upon this Deed of Trust or the obligations hereby secured or under or by reason of the Master Indenture, or the interest of Trustee or Beneficiary in the Mortgaged Estate or upon Trustee or Beneficiary by reason of or as a holder of any of the foregoing (including, without limitation, corporate privilege, franchise and excise taxes, but excepting therefrom any income tax on interest payments on the principal portion of the obligations hereby secured imposed by the United States or any state) is levied, assessed or charged, then, unless all such taxes are paid by Grantor to, for or on behalf of Trustee or Beneficiary, as the case may be, as they become due and payable (which Grantor agrees to do upon demand of Beneficiary, to the extent permitted by law), or Trustee or Beneficiary is reimbursed for any such sum advanced by Trustee or Beneficiary, all sums hereby secured shall become immediately due and payable, at the option of Beneficiary upon thirty (30) days' notice to Grantor, notwithstanding anything contained herein or in any law heretofore or hereafter enacted, including any provision thereof forbidding Grantor from making any such payment. Grantor agrees to exhibit to Beneficiary, upon request, official receipts showing payment of all taxes and charges which Grantor is required to pay hereunder.

10. Recordation and Payment of Taxes and Expenses Incident Thereto. Grantor will cause this Deed of Trust, all deeds of trust supplemental hereto and any financing statement or other notice of a security interest required by Beneficiary at all times to be kept, recorded and filed at its own expense in such manner and in such places as may be required by law for the recording and filing or for the rerecording and refiling of a mortgage, security interest, assignment or other lien or charge upon the Mortgaged Estate, or any part thereof, in order fully to preserve and protect the rights of Trustee and Beneficiary hereunder and, without limiting the foregoing, Grantor will pay or reimburse Beneficiary for the payment of any and all taxes, fees or other charges incurred in connection with any such recordation or rerecordation, including any documentary stamp tax or tax imposed upon the privilege of having this instrument or any instrument issued pursuant hereto recorded.

11. Insurance. Grantor will, at its expense, maintain the insurance coverages required by the Master Indenture. In the event of foreclosure, Grantor authorizes and empowers Beneficiary to effect insurance upon the Mortgaged Estate in amounts aforesaid for a period covering the time of redemption from foreclosure sale provided by law, and if necessary therefor to cancel any or all existing insurance policies.

12. Eminent Domain. Grantor and the Beneficiary acknowledge, subject to the provisions of the Ground Lease, that Condemnation Awards have been assigned to Beneficiary, which awards Beneficiary is hereby irrevocably authorized to collect and receive and to give appropriate receipts and acquittances therefor, and to apply the same as a prepayment for purposes of the Master Indenture (and Beneficiary is hereby irrevocably authorized and directed to make such an application whether or not the related Obligations may then be due or otherwise adequately secured) and thereafter to the reduction of any other obligations hereby secured; *provided, however*, that a Condemnation Award in respect of any taking of a portion (but not all or any material portion) of the Mortgaged Estate shall be made available for the restoration of

such Mortgaged Estate in the same manner and subject to the same conditions as are imposed on the release of insurance proceeds under the Master Indenture as if the Mortgaged Estate so taken were destroyed and the Condemnation Award for such taking was actually insurance proceeds in respect of the Mortgaged Estate so deemed as having been destroyed. In the event that any proceeds of a Condemnation Award shall be made available to Grantor for restoring the Mortgaged Estate so taken, Grantor hereby covenants to promptly commence and complete such restoration of the Mortgaged Estate as nearly as possible to its value, condition and character immediately prior to such taking unless the proceeds of such Condemnation Award with respect to a partial taking are to be applied to the prepayment of the Obligations under the Master Indenture. Grantor covenants and agrees that Grantor will give Beneficiary immediate notice of the actual or threatened commencement of any proceedings under condemnation or eminent domain affecting all or any part of the Mortgaged Estate including any easement therein or appurtenance thereof or severance and consequential damage and change in grade of streets, and will deliver to Beneficiary copies of any and all papers served in connection with any such proceedings. Grantor further covenants and agrees to make, execute and deliver to Beneficiary, at any time or times upon request, free, clear and discharged of any encumbrances of any kind whatsoever, any and all further assignments and/or instruments deemed necessary by Beneficiary for the purpose of validly and sufficiently assigning all awards and other compensation heretofore and hereafter to be made to Grantor for any taking, either permanent or temporary, under any such proceeding.

13. Construction, Repair, Waste, Etc. Grantor agrees, subject to the provisions of the Master Indenture, that no building or other improvement on the Mortgaged Estate and constituting a part thereof shall be removed or demolished, without the consent of Beneficiary. Grantor will not lease or otherwise dispose of the Mortgaged Estate or any material part thereof except in compliance with the Master Indenture.

14. Liens and Encumbrances. Grantor will not, except in compliance with the Master Indenture, directly or indirectly, create or suffer to be created or to remain and will discharge or promptly cause to be discharged any mortgage, lien, encumbrance or charge on, pledge of, or conditional sale or other title retention agreement with respect to, the Mortgaged Estate or any part thereof, whether superior or subordinate to the lien hereof, except for this Deed of Trust and the Permitted Exceptions and such other liens which do not secure any indebtedness for borrowed money and are being contested in good faith by appropriate proceedings which prevent enforcement of the matter under contest and for which adequate reserves have been established and Grantor has furnished Beneficiary such reasonable additional security as it may require.

15. Right of Trustee or Beneficiary to Perform Grantor's Covenants, Etc. If Grantor shall fail to make any payment or perform any act required to be made or performed hereunder, Trustee and/or Beneficiary after written notice to Grantor and Grantor's failure to so perform within 30 days thereafter and subject to compliance with the terms of the Ground Lease, without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Grantor, and may enter upon the Mortgaged Estate or any part thereof for such purpose and take all such action thereon as, in the opinion of the Trustee or Beneficiary, as the case may be, may be necessary or appropriate therefor, in accordance with applicable laws. All reasonable sums so paid by Trustee or Beneficiary, as the case may be, and all reasonable costs and expenses

(including without limitation reasonable attorney's fees and expenses) so incurred, together with interest thereon from the date of Trustee's or Beneficiary's written demand therefor, shall constitute so much additional obligations hereby secured and shall be paid by Grantor to Trustee or Beneficiary, as the case may be, on demand. Trustee and Beneficiary, in making any payment authorized under this Section relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien or title or claim thereof. Trustee or Beneficiary, as the case may be, in performing any act hereunder, shall be the sole judge of whether Grantor is required to perform same under the terms of this Deed of Trust.

16. After-Acquired Property. Any and all property hereafter acquired which is of the kind or nature herein provided, or intended to be and become subject to the lien hereof, shall *ipso facto*, and without any further conveyance, assignment or act on the part of Grantor, become and be subject to the lien of this Deed of Trust as fully and completely as though specifically described herein; but nevertheless Grantor shall from time to time, if requested by Trustee or Beneficiary, execute and deliver any and all such further assurances, conveyances and assignments as Trustee or Beneficiary may reasonably require for the purpose of expressly and specifically subjecting to the lien of this Deed of Trust all such property.

17. Inspection by Trustee or Beneficiary. Trustee and Beneficiary shall have the right to inspect the Mortgaged Estate at all reasonable times with advance written notice to the Grantor, and access thereto shall be permitted for that purpose.

18. Subrogation. Grantor acknowledges and agrees that Trustee or Beneficiary, as the case may be, shall be subrogated to any lien discharged out of the proceeds of the loan evidenced by an Obligation (as defined in the Master Indenture) or out of any advance by Beneficiary hereunder or under any related document, irrespective of whether or not any such lien may have been released of record.

19. Events of Default. Any Event of Default under the Master Indenture or the Ground Lease which occurs and is continuing shall be an Event of Default under this Deed of Trust.

20. Remedies. When any Event of Default has occurred and is continuing after any applicable notice and cure periods (regardless of the pendency of any proceeding which has or might have the effect of preventing Grantor from complying with the terms of this instrument and of the adequacy of the security for Obligations or any other indebtedness hereby any of secured) and in addition to such other rights as may be available under applicable law or under the Master Indenture, but subject at all times to any mandatory legal requirements:

(a) *Acceleration.* To the extent permitted by the Master Indenture, Beneficiary may, by written notice to Grantor, declare all unpaid obligations hereby secured, including any interest then accrued thereon, to be forthwith due and payable, whereupon the same shall become and be forthwith due and payable, without other notice or demand of any kind.

(b) *Uniform Commercial Code*. Trustee and/or Beneficiary shall, with respect to any part of the Mortgaged Estate constituting property of the type in respect of which realization on a lien or security interest granted therein is governed by the Uniform Commercial Code, have all the rights, options and remedies of a secured party under the Uniform Commercial Code of California, including without limitation, the right to the possession of any such property, or any part thereof, and the right to enter without legal process any premises where any such property may be found. Any requirement of said Uniform Commercial Code for reasonable notification shall be met by mailing written notice to Grantor at its address above set forth at least ten (10) days prior to the sale or other event for which such notice is required. The expenses of retaking, selling and otherwise disposing of said property, including attorney's fees and legal expenses incurred in connection therewith, shall constitute so much additional obligations hereby secured and shall be payable in accordance with the Master Indenture. In connection with any sale or sales hereunder, Beneficiary may elect to treat any of the Mortgaged Estate which consists of a right in action or which is property that can be severed from the real property covered hereby or any improvements thereon without causing structural damage thereto as if the same were personal property, and dispose of the same in accordance with applicable law, separate and apart from the sale of real property. Any sale of any personal property hereunder shall be conducted in any manner permitted by Section 9501 or any other applicable section of the California Uniform Commercial Code. Where the Mortgaged Estate consists of real and personal property or fixtures whether or not such personal property is located on or within the real property, Beneficiary may elect in its discretion to exercise its rights and remedies against any or all of the real property, personal property and fixtures in such order and manner as is now or hereafter permitted by applicable law. Without limiting the generality of the foregoing, Beneficiary may, in its sole and absolute discretion and without regard to the adequacy of its security, elect to proceed against any or all of the real property, personal property and fixtures in any manner permitted under Section 9501(4)(a) of the California Uniform Commercial Code; and if Beneficiary elects to proceed in the manner permitted under Section 9501(4)(a)(ii) of the California Uniform Commercial Code, the power of sale herein granted shall be exercisable with respect to all or any of the real property, personal property and fixtures covered hereby, as designated by Beneficiary, and the Trustee is hereby authorized and empowered to conduct any such sale of any real property, personal property and fixtures in accordance with the procedures applicable to real property. Where the Mortgaged Estate consists of real property and personal property, any reinstatement of the obligation secured hereby, following default and an election by Beneficiary to accelerate the maturity of said obligation, which is made by Grantor or any other person or entity permitted to exercise the right of reinstatement under Section 2924c of the California Civil Code or any successor statute, shall not, in accordance with the terms of California Uniform Commercial Code Section 9501(4)(c)(iii), prohibit Beneficiary from conducting a sale or other disposition of any personal property or fixtures or from otherwise proceeding against or continuing to proceed against any personal property or fixtures in any manner permitted by the California Uniform Commercial Code; nor shall any such reinstatement invalidate, rescind or otherwise affect any sale, disposition or other proceedings held, conducted or instituted with respect to any personal property or fixtures prior to such reinstatement or

pending at the time of such reinstatement. Any sums paid to Beneficiary in effecting any reinstatement pursuant to Section 2924c of the California Civil Code shall be applied to the secured obligation and to Beneficiary's and Trustee's reasonable costs and expenses in the manner required by Section 2924c. Should Beneficiary elect to sell any portion of the Mortgaged Estate which is real property or which is personal property or fixtures that Beneficiary has elected under Section 9501(4)(a)(ii) of the California Uniform Commercial Code to sell together with real property in accordance with the laws governing a sale of real property, Beneficiary or Trustee shall give such notice of default and election to sell as may then be required by law. Any requirement of the California Uniform Commercial Code for reasonable notification shall be met by mailing written notice to Grantor at its address above set forth at least 10 days prior to the sale or other event for which such notice is required.

(c) *Foreclosure*. Trustee or Beneficiary may proceed to protect and enforce the rights of Trustee or Beneficiary hereunder (i) by any action or actions at law, suit or suits in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law, or (ii) by the foreclosure of this Deed of Trust, or (iii) by Trustee's sale under the power of sale. Grantor agrees that the agreements of Grantor herein contained shall be specifically enforceable by injunction or any other appropriate equitable remedy and that for the purpose of any suit brought under this subparagraph, Grantor hereby waives the defense of laches and any applicable statute of limitations. In the event of foreclosure, Grantor authorizes and empowers Trustee or Beneficiary to effect insurance upon the Mortgaged Estate in amounts aforesaid for a period covering the time of redemption from foreclosure sale provided by law, and if necessary therefor, to cancel any or all existing insurance policies.

(d) *Trustee's Sale*. Following an uncured, material Event of Default, Beneficiary may declare all obligations hereby secured immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause the Mortgaged Estate to be sold, which notice Trustee shall cause to be filed for record. After Trustee shall have given and recorded such other notice as the law then requires as a condition precedent to a Trustee's sale under power of sale, after the lapse of such time as may then be required by law following the recordation of said notice of default and notice of sale having been given as then required by law, Trustee, without notice to or demand upon Grantor except as otherwise required by law, may sell the Mortgaged Estate at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels and in such order as it or Beneficiary may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale (the obligations hereby secured being the equivalent of cash for purposes of said sale). Grantor shall have no right to direct the order in which the Mortgaged Estate is sold. Trustee may postpone sale of all or any portion of the Mortgaged Estate by public announcement at such time and place of sale and from time to time thereafter may postpone such sale by public announcement at such time and place of sale fixed by the preceding postponement. Trustee shall deliver to the purchaser at such sale a deed conveying the Mortgaged Estate

or portion thereof so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof absent manifest error. Any person, including Trustee, Grantor or Beneficiary, may purchase at such sale. After deducting all reasonable costs, fees and expenses of Trustee, and of this Trust, including, without limitation, reasonable cost of evidence of title and attorneys' fees in connection with sale, Trustee shall apply the proceeds of sale as prescribed in Section 23 hereof. Before any such Trustee's sale under power, Beneficiary may rescind such notices of default and of election to cause the Mortgaged Estate or any part thereof to be sold by delivering to Trustee a written notice of rescission, which notice, when recorded, shall cancel any prior declaration of default, demand for sale and acceleration of maturity. The exercise of such right of rescission shall not constitute a waiver of any default then existing or subsequently occurring, or impair the right of Beneficiary to deliver to Trustee other declarations of default and demands for sale or notices of default and of election to cause the Mortgaged Estate or any part thereof to be sold, or otherwise affect any provision of any of the Borrower Documents or of this Deed of Trust or any of the rights, obligations or remedies of Beneficiary or Trustee hereunder.

(e) *Appointment of Receiver*. Trustee or Beneficiary shall, as a matter of right, without notice and without giving bond to Grantor or anyone claiming by, under or through it, and without regard to the solvency or insolvency of Grantor or the then value of the Mortgaged Estate, be entitled to have a receiver appointed of all or any part of the Mortgaged Estate and the rents, issues and profits thereof, with such power as the court making such appointment shall confer, and Grantor hereby consents to the appointment of such receiver and shall not oppose any such appointment. Any such receiver may, to the extent permitted under applicable law, without notice, enter upon and take possession of the Mortgaged Estate or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove Grantor or other persons and any and all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof, whether during the pendency of any foreclosure or Trustee's sale under the power of sale granted herein or otherwise or until any right of redemption shall expire or otherwise.

(f) *Taking Possession, Collecting Rents, Etc.* Beneficiary or its Beneficiary may enter and take possession of the Mortgaged Estate or any part thereof, and manage, operate, insure, repair and improve the same and take any action which, in Beneficiary's judgment, is necessary or proper to conserve the value of the Mortgaged Estate. Beneficiary or its Beneficiary may also take possession of, and for these purposes use, any and all personal property contained in the Mortgaged Estate and used in the operation, rental or leasing thereof or any part thereof. Beneficiary or its Beneficiary shall be entitled to collect and receive all earnings, revenues, rents, issues and profits of the Mortgaged Estate or any part thereof (and for such purpose Grantor does hereby irrevocably constitute and appoint Beneficiary its true and lawful attorney-in-fact for it and in its name, place and stead to receive, collect and receipt for all of the foregoing, Grantor irrevocably acknowledging that any payment made to Beneficiary hereunder shall be a good receipt and acquittance against Grantor to the extent so made) and to apply same to the reduction of the obligations hereby secured in such order as

Beneficiary may elect. The right to enter and take possession of the Mortgaged Estate and use any personal property therein, to manage, operate and conserve the same, and to lease the Mortgaged Estate and to collect the rents, issues and profits thereof, shall be in addition to all other rights or remedies of Trustee and/or Beneficiary hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The reasonable expenses (including any receiver's fees, counsel fees, costs and Trustee's or Beneficiary's compensation) incurred pursuant to the powers herein contained shall be so much additional obligations hereby secured which Grantor promises to pay upon demand after such demand or notice of Event of Default. Neither Trustee nor Beneficiary shall be liable to account to Grantor for any action taken pursuant hereto other than to account for any rents actually received by Trustee or Beneficiary, as the case may be. Without taking possession of the Mortgaged Estate, Trustee and/or Beneficiary may, in the event the Mortgaged Estate becomes vacant or is abandoned, take such steps as it deems appropriate to protect and secure the Mortgaged Estate (including hiring watchmen therefor).

21. Waiver of Right to Redeem From Sale - Waiver of Appraisement, Valuation, Etc. Grantor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "*Moratorium Laws,*" now existing or hereafter enacted in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, but hereby waives the benefit of such laws, to the extent permitted by applicable laws. Grantor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Mortgaged Estate marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Estate sold as an entirety. Beneficiary shall have the right to become the purchaser at any sale made under or by virtue of this instrument and Beneficiary so purchasing at any such sale shall have the right to be credited upon the amount of the bid made therefor by Beneficiary with the amount payable to Beneficiary out of the net proceeds of such sale. In the event of any such sale, the obligations hereby secured, if not previously due, shall be and become immediately due and payable without demand or notice of any kind. Grantor hereby waives any and all rights of redemption prior to or from sale under any order or decree of foreclosure pursuant to rights herein granted, on behalf of Grantor, and each and every person acquiring any interest in, or title to the Mortgaged Estate described herein subsequent to the date of this Deed of Trust, and on behalf of all other persons to the extent permitted by applicable law.

22. Costs and Expenses of Foreclosure. In case of any sale of the Mortgaged Estate, or of any part thereof, pursuant to any judgment or decree of any court or pursuant to the power of sale herein contained or in connection with the enforcement of any of the terms of this Deed of Trust or otherwise under or by virtue of this Deed of Trust, there shall be allowed and included as so much additional obligations hereby secured to be paid out of the proceeds of such sale, Trustee's fees reasonably incurred in connection with any exercise of the power of sale granted hereunder for all services rendered by Trustee, its Beneficiaries, attorneys and counsel in and above foreclosure, enforcement or other protection of this Deed of Trust and all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Trustee and/or Beneficiary for all attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated as the items to be expended after such Trustee's sale or the entry of any foreclosure order or decree) of procuring

all such abstracts of title, title searches and examination, guarantee policies, Torrens certificates and similar data and assurances with respect to title as Trustee or Beneficiary may deem to be reasonably necessary either to prosecute any foreclosure or sale proceeding or to evidence to the bidder at any sale pursuant thereto the true condition of the title to or the value of the Mortgaged Estate, all of which reasonable compensation and expenditures shall become so much additional obligations hereby secured which Grantor agrees to pay (whether or not any such sale is consummated) and all of such shall be immediately due and payable.

23. Application of Proceeds. To the extent permitted by applicable law, the proceeds of any foreclosure sale of the Mortgaged Estate or of any sale of property pursuant to Section 20(b) hereof or of the exercise of any other right or remedy provided in this Deed of Trust shall be distributed in the following order of priority: First, on account of all reasonable costs and expenses incident to the foreclosure or other proceedings including all such items as are mentioned in Sections 20(b), 22 and 25 hereof; Second, in accordance with the Master Indenture; and Third, any overplus to whomsoever shall be lawfully entitled to same. If such indebtedness is not at the time due, an amount equal to the amount thereof shall be held by Beneficiary unless and until the same becomes due and then applied to the payment of the same.

24. Trustee's and Beneficiary's Remedies Cumulative - No Waiver. No remedy or right of Trustee or Beneficiary shall be exclusive of but shall be cumulative and in addition to every other remedy or right now or hereafter existing at law or in equity or by statute or otherwise. No delay in the exercise or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Trustee or Beneficiary. Beneficiary (and/or Trustee upon Beneficiary's written request) may resort to and realize upon the Mortgaged Estate or any part thereof and any other security now or hereafter held by Beneficiary in such order and manner and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings or both, as Beneficiary may in its sole discretion determine. To the full extent permitted by law, Beneficiary, Trustee, any Beneficiary of Beneficiary or Trustee or any receiver appointed by a court may exercise any right or remedy herein granted to such party without regard to adequacy of the security for the obligations hereby secured, the existence of a declaration that the obligations hereby secured has been declared immediately due and payable or the filing of a notice of default.

25. Beneficiary Party to Suits. If Trustee or Beneficiary shall be made a party to or shall intervene in any action or proceeding affecting the Mortgaged Estate or the title thereto or the interest of Trustee or Beneficiary under this Deed of Trust (including probate and bankruptcy proceedings), or if Trustee or Beneficiary employs an attorney to collect any or all of the obligations hereby secured or to enforce any of the terms hereof or realize hereupon or to protect the lien hereof, or if Trustee or Beneficiary shall incur any costs or expenses in preparation for the commencement of any foreclosure proceedings or for the defense of any threatened suit or proceeding which might affect the Mortgaged Estate or the security hereof, whether or not any such foreclosure or other suit or proceeding shall be actually commenced, then in any such case, Grantor agrees to pay to Trustee or Beneficiary, as the case may be, immediately and without demand, all reasonable costs, charges, expenses and attorney's fees incurred by Trustee or

Beneficiary, as the case may be, in any such case, and the same shall constitute so much additional obligations hereby secured payable upon demand.

26. Modifications Not to Affect Lien. Trustee (if Beneficiary so directs in Beneficiary's sole discretion) and Beneficiary, without notice to anyone, and without regard to the consideration, if any, paid therefor, or the presence of other liens on the Mortgaged Estate, may in its discretion release any part of the Mortgaged Estate or any person liable for any of the obligations hereby secured, may extend the time of payment of any of the obligations hereby secured and may grant waivers or other indulgences with respect hereto and thereto, and may agree with Grantor to modifications to the terms and conditions contained herein or otherwise applicable to any of the obligations hereby secured (including modifications in the rates of interest applicable thereto), without in any way affecting or impairing the liability of any party liable upon any of the obligations hereby secured or the priority, validity or enforceability of the lien of this Deed of Trust upon all of the Mortgaged Estate not expressly released, and any party acquiring any direct or indirect interest in the Mortgaged Estate shall take same subject to all of the provisions hereof.

27. Notices. All communications provided for herein shall be in writing and delivered in accordance with Section 8.08 of the Master Indenture.

28. California Waivers. Grantor understands, is aware and hereby acknowledges that Grantor shall be liable for the full amount of its liability hereunder notwithstanding foreclosure by trustee sale or any other reason impairing Grantor's or Beneficiary's right to proceed against Grantor or any other obligor on the obligations hereby secured or any portion thereof or any guarantor of the obligations hereby secured or any portion thereof. Grantor hereby waives, to the fullest extent permitted by law, all rights and benefits under Section 2809 of the California Civil Code (or any similar law in any other jurisdiction) purporting to reduce a guarantor's obligation in proportion to the principal obligation. Grantor hereby waives all rights and benefits under Section 580a of the California Code of Civil Procedure (or any similar law in any other jurisdiction) purporting to limit the amount of any deficiency judgment which might be recoverable following the occurrence of a trustee's sale under a deed or trust and all rights and benefits under Section 580b of the California Code of Civil Procedure (or any similar law in any other jurisdiction) stating that no deficiency may be recovered on a real property purchase money obligation. Grantor further understands, is aware and hereby acknowledges that if Beneficiary elects to nonjudicially foreclose on any real property security located in the State of California any right of subrogation of Grantor against Beneficiary may be impaired or extinguished and that as a result of such impairment or extinguishment of subrogation rights, Grantor may have a defense to a deficiency judgment arising out of the operation of (i) Section 580d of the California Code of Civil Procedure which states that no deficiency may be recovered on a note secured by a deed of trust on real property in case such real property is sold under the power of sale contained in such deed of trust, and (ii) related principles of estoppel. To the fullest extent permitted by law, Grantor waives all rights and benefits and any defense arising out of the operation of Section 580d of the California Code of Civil Procedure and related principles of estoppel, even though such election operates to impair or extinguish any right of reimbursement or subrogation or other right or remedy of Grantor against any other party or any security. In addition, Grantor hereby waives, to the fullest extent permitted by applicable law, without limiting the generality of the foregoing or any other provision hereof, all rights and benefits which might otherwise be

available to the Grantor under Section 726 of the California Code of Civil Procedure and all rights and benefits which might otherwise be available to the Grantor under California Civil Code Sections 2787 through 2855, inclusive, 2899 and 3433 (or any similar law in any other jurisdiction).

29. Partial Invalidity. All rights, powers and remedies provided herein are intended to be limited to the extent necessary so that they will not render this Deed of Trust invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Deed of Trust shall be held to be invalid, illegal or unenforceable, the validity and enforceability of the other terms of this Deed of Trust shall in no way be affected thereby.

30. Successors and Assigns. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Deed of Trust contained by or on behalf of Grantor, or by or on behalf of Trustee, or by or on behalf of Beneficiary, shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

31. Headings. The headings in this instrument are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

32. Changes, Etc. This instrument and the provisions hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

33. [Reserved].

34. Acceptance of Trust, Notice of Indemnification. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, becomes a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless Trustee brings such action under this Deed of Trust. Trustee shall not be obligated to perform any act required of it hereunder unless the performance of such act is requested in writing and Trustee is reasonably indemnified against loss, cost, liability and expense.

35. Powers of Trustee. At any time or from time to time upon written request of Beneficiary and the presentation of this Deed of Trust and without affecting the personal liability of any person for payment of any obligations hereby secured or performance of the obligation hereby secured, Trustee may, without liability therefor and without notice: reconvey all of the Mortgaged Estate upon satisfaction of the conditions in the *habendum* clause to this Deed of Trust or reconvey any part of the Mortgaged Estate; consent to the making of any map or plat thereof; join with Grantor in granting any easement thereon; join with Grantor in any declaration of covenants and restrictions; or join with Grantor in any extension agreement or any agreement subordinating the lien or charge hereof. Trustee or Beneficiary may from time to time apply to any court of competent jurisdiction for aid and direction in the execution of the trusts hereunder and the enforcement of the rights and remedies available hereunder, and Trustee or Beneficiary may obtain orders or decrees directing or confirming or approving acts in the execution of said trusts and the enforcement of said rights and remedies. Grantor shall pay to Trustee reasonable

compensation and reimbursement for reasonable services and expenses in the administration of the trusts created hereunder, including reasonable attorneys' fees.

36. Reconveyance. Upon Beneficiary's written request, and upon surrender to Trustee of this Deed of Trust after satisfaction of the conditions in the *habendum* clause to this Deed of Trust and upon payment of its fees, Trustee shall reconvey, without covenant or warranty, the Mortgaged Estate or that portion thereof then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. To the extent permitted by law, the reconveyance may describe the grantee as "*the person or persons legally entitled thereto*." Neither Beneficiary nor Trustee shall have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance. When the Mortgaged Estate have been fully reconveyed, the last such reconveyance shall operate as a reassignment of all future rents, issues and profits of the Mortgaged Estate to the person or persons legally entitled thereto, unless such reconveyance expressly provides to the contrary.

37. No Liability on Trustee or Beneficiary. Notwithstanding anything contained herein, this Deed of Trust is only intended as security for the obligations hereby secured, and Trustee and Beneficiary shall not be obligated to perform or discharge, and do not hereby undertake to perform or discharge, any obligation, duty or liability of Grantor with respect to any of the Mortgaged Estate. Except for their gross negligence or willful and wanton misconduct, no liability shall be enforced or asserted against Trustee or Beneficiary in their exercise of the powers herein respectively granted to them, and Grantor expressly waives and releases any such liability. Grantor shall and does hereby agree to indemnify and hold Trustee and Beneficiary harmless of and from any and all liability, loss or damage which either of them may or might incur under or by reason of the exercise of their respective rights hereunder and of and from any and all claims and demands whatsoever which may be asserted against either of them by reason of any alleged obligations or undertakings on any of their parts to perform or discharge any of the terms, covenants or agreements of Grantor contained herein or with respect to any of the Mortgaged Estate, except in the case of actions by Trustee or Beneficiary that constitute gross negligence or willful misconduct, or liability, loss, damage or claims arising after foreclosure or Trustee's or Beneficiary's possession of the Mortgaged Estate; *provided* that such liability, loss, damage or claim was not a result of Grantor's action or inaction. Unless Trustee or Beneficiary has taken possession of the Mortgaged Estate following a foreclosure sale thereof, neither Trustee nor Beneficiary shall have responsibility for the control, care, management or repair of the Mortgaged Estate, nor shall they be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Mortgaged Estate resulting in loss or injury or death to any licensee, employee, tenant or stranger. Without limiting the foregoing, neither Trustee nor Beneficiary shall be responsible for any recitals herein or for insuring the Mortgaged Estate, or for the recording, filing or refiling of this Deed of Trust; nor shall the Trustee or Beneficiary be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Grantor contained herein.

38. Moneys Received by Trustee. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys, except to the extent required by law, and Trustee shall be under no liability for interest on any moneys received by it hereunder.

39. Resignation of Trustee. Trustee may resign and be discharged of the trusts hereby created by giving ten (10) days prior written notice thereof to Grantor and Beneficiary. Such resignation shall take effect on the day specified as and when a successor trustee shall have been appointed as hereinafter provided. Trustee may be removed by Beneficiary at any time and from time to time for any reason or no reason. In the event Trustee is removed or resigns, or otherwise becomes incapable of acting, a successor trustee may be appointed by Beneficiary at any time by an instrument in writing delivered to Trustee and to Grantor, duly acknowledged and filed for record in each place where this Deed of Trust shall have been recorded and signed by Beneficiary. Any successor or substitute trustee shall, without any further act, deed or conveyance, become vested with all the estates, properties, rights, powers and trusts of its predecessor with like effect as if originally named as trustee herein.

40. Security Agreement. (a) This Deed of Trust constitutes a Security Agreement with respect to all personal property in which Beneficiary is granted a security interest hereunder, and Beneficiary shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as well as all other rights and remedies available at law or in equity. Grantor hereby agrees to execute and deliver on demand and hereby irrevocably constitutes and appoints Beneficiary the attorney-in-fact of Grantor, to execute, deliver and, if appropriate, to file with the appropriate filing officer or office of such security agreements, financing statements, continuation statements or other instruments as Beneficiary may request or require in order to impose, perfect or continue the perfection of, the lien or security interest created hereby. Following an uncured, material Event of Default hereunder Beneficiary shall have the right to cause any of the Mortgaged Estate which is personal property and subject to the security interest of Beneficiary hereunder to be sold at any one or more public or private sales as permitted by applicable law, and Beneficiary shall further have all other rights and remedies, whether at law, in equity, or by statute, as are available to secured creditors under applicable law. Any such disposition may be conducted by an employee or Beneficiary of Beneficiary or Trustee. Any person, including both Trustee and Beneficiary, shall be eligible to purchase any part or all of such property at any such disposition.

(b) Portions of the Mortgaged Estate are goods which are or are to become fixtures relating to the real property described on Schedule I attached hereto, and Grantor covenants and agrees that the filing of this Deed of Trust in the real estate records of the county where the Mortgaged Estate is located shall also operate from the time of filing as a fixture filing in accordance with Sections 9313 and 9402 of the California Uniform Commercial Code. Grantor is the owner of the real estate referenced in Granting Clause I hereof.

41. Assignment of Rents. All of the existing and future rents, royalties, income and profits of the Mortgaged Estate that arise from its use or occupancy are hereby absolutely and presently assigned to Beneficiary. However, prior to an uncured, material Event of Default under this Deed of Trust, Grantor will have a license to collect and receive those rents, royalties, income and profits. Following an uncured, material Event of Default hereunder by Grantor, Beneficiary may terminate Grantor's license in Beneficiary's sole and absolute discretion at any time without notice to Grantor, and Beneficiary or Beneficiary's Beneficiary or a receiver may thereafter collect the rents, royalties, income and profits by itself or by a Beneficiary or receiver. Notwithstanding the foregoing, no action taken by Beneficiary to collect any rents, royalties, income or profits will make Beneficiary a "*Beneficiary-in-possession*" of the Mortgaged Estate, unless Beneficiary personally or by authorized Beneficiary enters into actual possession of the Mortgaged Estate. Possession by a court-appointed receiver will not be considered possession by Beneficiary. After an uncured, material Event of Default hereunder, all rents, royalties, income and profits collected by Beneficiary or a receiver will be applied in the same manner and order of priority as proceeds are applied pursuant to Section 23 hereof.

42. Governing Law. This Deed of Trust shall be governed by, and construed and interpreted in accordance with, the laws of the State of California, without regard to the principles of conflicts of laws.

43. Right of Holders to Direct Proceedings; Consents, Etc. of Holders. Anything in this Deed of Trust to the contrary notwithstanding, Grantor hereby acknowledges and agrees that the Holders (as such term is defined in the Master Indenture) shall have the right, at any time, by an instrument or instruments in writing executed and delivered to Trustee and Beneficiary and in accordance with the Master Indenture, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Deed of Trust or the Master Indenture or for the appointment of a receiver or any other proceedings hereunder or thereunder; *provided* that such direction shall not be otherwise than in accordance with the provisions of law, the Master Indenture and this Deed of Trust.

44. Ground Lease Covenants. (a) Grantor will at all times fully and promptly perform and comply with all of its material obligations under the Ground Lease and if Grantor shall fail to do so, Beneficiary may (but shall not be obligated to) take any such action; provided Beneficiary has provided Grantor written notice of such failure and the time period to cure such period in accordance with the Master Indenture, as Beneficiary deems necessary to prevent or to cure any event of default by Grantor thereunder; Grantor shall pay to Beneficiary, immediately and without deduction, demand, offset or counterclaim, all reasonable out-of-pocket sums paid by Beneficiary pursuant to this section, with interest thereon from the date of each such payment (as applicable); and, without limitation to any other provision hereof, all sums so paid and expended by Beneficiary, and the interest, shall be added to and be secured by the lien of this Instrument. Grantor agrees not to suffer or incur, or permit to be suffered or incurred, any event of default under the Ground Lease.

(b) Grantor agrees to amend or modify in the Ground Lease only in accordance with the provisions of the Master Indenture.

(c) Grantor agrees to furnish to Beneficiary copies of any and all notices of default served on Grantor by the Ground Lessor.

(d) Notwithstanding any advances made by Beneficiary of any monetary amounts required to be made by the Grantor under the Ground Lease thus curing default thereunder, non-payment by Grantor to Beneficiary of such amount or amounts so advanced shall, subject to the terms of the Master Indenture, be and remain a default by Grantor hereunder, unless and until such amounts are paid to Beneficiary.

(e) Grantor shall from time to time as may be reasonably requested by Beneficiary furnish to Beneficiary evidence of Grantor's performance of its obligations under the Ground Lease and substantiating that the terms and provisions to be kept and performed by Grantor thereunder have been duly performed. Such evidence may be in the form of a certificate by Grantor.

(f) In the event that a merger shall for any reason be deemed or otherwise adjudicated by a court of competent jurisdiction to have occurred by virtue of the acquisition by Grantor of the fee title to the Real Property covered by any Ground Lease, then and in such event the lien or charge of this Deed of Trust shall automatically encompass and attach to the fee title to the Real Property and subject the fee title to the Real Property. Grantor will not further divide or segregate into separate parcels the Real Property or any part without the prior written consent of Beneficiary being first had and obtained, which consent may be given or withheld in Beneficiary's reasonable discretion.

(g) The Grantor shall not, without Beneficiary's prior written consent, elect to treat the Ground Lease as terminated under any applicable section of the United States Bankruptcy Code, as amended (the "*Bankruptcy Code*"). Any such election made without Beneficiary's prior written consent shall be void.

(h) If pursuant to §365(h)(2) of the Bankruptcy Code, Grantor seeks to offset against the rent reserved in the Ground Lease the amount of any damages caused by the non-performance by the lessor of any of the lessor's obligations under the Ground Lease after the rejection by the lessor of the Ground Lease under the Bankruptcy Code, Grantor shall, prior to effecting such offset, notify the Beneficiary of its intention to do so, setting forth the amounts proposed to be so offset and the basis therefor. Beneficiary shall have the right to object to all or any part of such offset, and, in the event of such objection, Grantor shall not effect any offset of the amounts so objected to by Beneficiary. If Beneficiary has failed to object as aforesaid within ten (10) business days after notice from Grantor in accordance with the first sentence of this Section 44(h), Grantor may proceed to effect such offset in the amounts set forth in Grantor's notice. Neither the failure of Beneficiary to object as aforesaid nor any objection or other communication between the Beneficiary, on one hand, and Grantor relating to such offset shall constitute an approval of any such offset by Beneficiary. Grantor shall indemnify and save Beneficiary harmless from and against any and all claims, demands, actions, suits, proceedings, damages, losses, reasonable out-of-pocket costs and expenses of every nature whatsoever (including, without limitation, reasonable out-of-pocket attorney's fees and disbursements) arising from or relating to any such offset by Grantor against the rent

reserved in the Ground Lease provided that the Grantor shall not indemnify against or have any liability for any of such matters arising as the result of the gross negligence or willful misconduct of the Beneficiary.

(i) Grantor shall promptly after obtaining written notice notify Beneficiary of any filing by or against the Ground Lessor of a petition under the Bankruptcy Code. Grantor shall thereafter forthwith give written notice of such filing to Beneficiary, setting forth any information available to Grantor as to the date of such filing, the court in which such petition was filed, and the relief sought therein. Grantor shall promptly deliver to Beneficiary following receipt copies of any and all material notices, summonses, pleadings, applications and other documents received by Grantor in connection with any such petition and any proceedings relating thereto.

(j) If there shall be filed by or against Grantor a petition under the Bankruptcy Code, and Grantor, as the lessee under the Ground Lease, shall determine to reject the Ground Lease pursuant to Section 365(a) of the Bankruptcy Code, then Grantor shall give Beneficiary not less than ten (10) business days' prior notice of the date on which Grantor shall apply to the bankruptcy court for authority to reject the Ground Lease. Beneficiary shall have the right, but not the obligation, to serve upon Grantor within such 10 business day period a notice stating that (x) the Beneficiary demands that Grantor assume and assign the Ground Lease to Beneficiary pursuant to Section 365 of the Bankruptcy Code and (y) Beneficiary covenants to cure all existing defaults by Grantor under the Ground Lease and to provide adequate assurance of future performance under the Ground Lease. If Beneficiary serves upon Grantor the notice described in the preceding sentence, Grantor shall not seek to reject the Ground Lease and, subject to appropriate proceedings in the bankruptcy case, shall comply with the demand provided for in clause (x) of the preceding sentence.

(k) Effective upon the entry of an order for relief in respect of Grantor under the Bankruptcy Code, Grantor hereby assigns and transfers to Beneficiary a non-exclusive right to apply to the Bankruptcy Court under § 365(d)(4) of the Bankruptcy Code for an order extending the period during which the Ground Lease may be rejected or assumed.

(l) As long as any of the obligations hereby secured remains unpaid, Grantor covenants and agrees to timely exercise all renewal options under the Ground Lease (to the extent exercisable by Grantor). If the Ground Lease requires Grantor to deliver a notice to the Ground Lessor extending the term of the Ground Lease, and Grantor fails to deliver such notice before the date by which the extension notice must be delivered, or if no such date is set forth in the Ground Lease, if Grantor fails to deliver such notice before the expiration of the then current term of the Ground Lease, Beneficiary shall have, and is hereby granted, a power of attorney on behalf of Grantor to execute and deliver such extension notice, it being stipulated that such power of attorney is coupled with an interest and irrevocable. Upon the request of Beneficiary, Grantor shall execute any documents or instruments reasonably required by Beneficiary or Ground Lessor in order to confirm the existence of the power of attorney set forth in this section, including, without limitation, a separate power of attorney in recordable form with respect to the matters covered by this section.

(m) Except to the extent of Permitted Exceptions, Grantor shall not assign, transfer, mortgage, pledge or hypothecate the Ground Lease or any interest therein to any party other than Beneficiary without first obtaining Beneficiary's prior written consent.

45. *Ground Lease Representations and Warranties.* (a) A true and correct copy of the Ground Lease and such memorandum thereof have been delivered to Beneficiary and the Ground Lease has not been amended or modified in any way except as previously disclosed in writing to Beneficiary. The Ground Lease and/or a consent by the Ground Lessor concerning the indebtedness secured hereby permits the interest of the lessee thereunder to be encumbered by this Deed of Trust.

(b) Except for the Permitted Exceptions, the Grantor's interest in the Ground Lease is not subject to any liens or encumbrances superior to, or of equal priority with, this Deed of Trust, other than the Ground Lessor's fee interest in the Real Property.

(c) The Grantor's interest in the Ground Lease is assignable to Beneficiary as security for the indebtedness set forth in this Deed of Trust upon notice to, and the consent of, the Ground Lessor thereunder, or, in the event it is so assigned, it is further assignable by Beneficiary and its successors and assigns upon notice to, and the consent of, the Ground Lessor.

(d) The Ground Lease is in full force and effect and to Grantor's knowledge, no default has occurred under the Ground Lease and there is no existing condition which, but for the passage of time or the giving of notice, or both, would result in a default under the Ground Lease.

(e) The Ground Lease requires that the Ground Lessor under the Ground Lease give notice of any default by Grantor under the Ground Lease to Beneficiary.

(f) Pursuant to the Ground Lease, the Beneficiary is permitted an opportunity to cure any default by Grantor under the Ground Lease before the Ground Lessor may terminate the Ground Lease.

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(g) Except as otherwise permitted by the Master Indenture, the Ground Lease has a term which extends not less than the maturity date of the related Obligations.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed the day and year first above written.

LAUNCHPAD DEVELOPMENT FIFTEEN LLC, a California limited liability company

By: Launchpad Development Company, a California nonprofit public benefit corporation

Its: Managing Member

By: _____

Andrew Stern
Chairperson of the Board of Directors

[Signature page – Leasehold Deed of Trust, Fixture Filing and Security Agreement with Assignment of Rents (Rocketship Redwood City Prep) — CSFA Rocketship 2017]

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 San Francisco)

On February 16, 2017 before me, Laurel Shane, Notary Public, personally appeared **ANDREW STERN**, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

CSS1 LAUREL SHANE COMM. # 2140941 NOTARY PUBLIC - CALIFORNIA SAN FRANCISCO COUNTY My Comm. Expires Jan. 28, 2020 CSS1

SCHEDULE I

LEGAL DESCRIPTION

Real property in the City of Redwood City, County of San Mateo, State of California, described as follows:

LOTS 1, 2, 5 AND 7, IN BLOCK 2, AS SHOWN ON THAT CERTAIN MAP ENTITLED "DUMBARTON ACRES, MAP NO. 2, BEING A RESUBDIVISION OF LOT "C" AND A PORTION OF LOT "A" OF DUMBARTON ACRES NEAR REDWOOD CITY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON DECEMBER 12, 1927 IN BOOK 16 OF MAPS AT PAGES 53 AND 54.

APN: 054-081-140 and 054-081-010

SCHEDULE II

PERMITTED EXCEPTIONS

Permitted Exceptions

1. General and special taxes and assessments for the fiscal year 2017-2018.

2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

3. An easement for ingress, egress and incidental purposes in the document recorded February 06, 1973 as Book 6320, Page 55 of Official Records.

4. A document entitled "A Resolution Ordering Annexation of Territory designated as a portion of Unincorporated North Fair Oaks to County Service Area No. 8" recorded October 19, 1982 as Instrument No. 82-089944 of Official Records.

5. A deed of trust to secure an original indebtedness of $2,200,000.00 recorded October 04, 2012 as Instrument No. 2012-145267 of Official Records.

Dated:	September 25, 2012
Trustor:	KS Mattson Partners, LP
Trustee:	First Bank
Beneficiary:	First Bank

A document entitled "Assignment of Rents" recorded October 04, 2012 as Instrument No. 2012145268 of Official Records, as additional security for the payment of the indebtedness secured by the deed of trust.

6. The terms and provisions contained in the document entitled "Hazardous Substances Certificate and Indemnity Agreement" recorded October 04, 2012 as Instrument No. 2012-145269 of Official Records.

7. A deed of trust to secure an original indebtedness of $276,000.00 recorded October 17, 2013 as Instrument No. 2013-146239 of Official Records.

Dated:	October 07, 2013
Trustor:	K S Mattson Partners, LP
Trustee:	First Bank
Beneficiary:	First Bank

The terms and provisions contained in the document entitled "Hazardous Substances Certificate and Indemnity Agreement" recorded October 17, 2013 as Instrument No. 2013-146240 of Official Records.

8. Water rights, claims or title to water, whether or not shown by the public records.

9. Rights of tenants, as tenants only with no options to purchase or rights of first refusal to purchase all or any portion of the Land.

10. The following matters disclosed by an ALTA/ACSM survey made by Underwood & Rosemblum, Inc. on October 31, 2014, designated Job No. J14053:

a. the fact that a utility pole and overhead wires extend across the northerly corner of the Land.

b. the fact that a utility pole and overhead wires extend across a southwesterly portion of the land.

11. Terms and provisions of an unrecorded lease dated February 1, 2017, by and between Launchpad Development Fifteen LLC, a California limited liability company as lessor and Rocketship Education, a California nonprofit public benefit corporation as lessee, as disclosed by a Memorandum of Lease Agreement (Redwood City Prep) recorded _____ , 2017 as Instrument No. _____ of Official Records.

12. Subject to and upon the terms and conditions contained in that certain "Subordination Agreement, Acknowledgement of Lease Assignment, Attornment and Non-Disturbance Agreement (Lease to Security Agreement)", by and among Launchpad Development Fifteen LLC, a California limited liability company, as mortgagor, Rocketship Education, a California nonprofit public benefit corporation, as tenant, and Wilmington Trust, National Association, as Master Trustee, recorded _____, 2017 as Instrument No. _____of Official Records.

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2017-016266
12:23 pm 02/22/17 SA A2 AG Fee: 78.00
Count of Pages 12
Recorded in Official Records
County of San Mateo
Mark Church
Assessor-County Clerk-Recorder
* R 0 0 0 2 3 5 6 8 1 7 *

RECORDING REQUESTED BY
First American Title Company National
Commercial Services
NCS-815053-2-SC(TM)
AND WHEN RECORDED MAIL TO:
Rocketship Education
350 Twin Dolphin Drive, Suite 109
Redwood City, California 94065
Attention: Laura Kozel, Vice President
Facilities and Treasury

(Space Above For Recorder's Use)

SUBORDINATION AGREEMENT, ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ATTORNMENT AND NON-DISTURBANCE AGREEMENT
(Lease to Security Instrument)

THIS SUBORDINATION AGREEMENT, ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ATTORNMENT AND NON-DISTURBANCE AGREEMENT ("**Agreement**") is made as of February 1, 2017 by and among LAUNCHPAD DEVELOPMENT FIFTEEN LLC, a California limited liability company, owner of the estates in the real property hereinafter described ("**Mortgagor**"), ROCKETSHIP EDUCATION, a California nonprofit public benefit corporation ("**Tenant**"), and WILMINGTON TRUST, N.A. ("**Master Trustee**").

RECITALS

A. Pursuant to the terms and provisions of that certain unrecorded Lease Agreement - Redwood City Prep, dated as of February 1, 2017 ("**Lease**"), Mortgagor granted to Tenant a leasehold estate in and to the property described on Exhibit A attached hereto and incorporated herein by this reference (which property, together with all improvements now or hereafter located on the property, is defined as the "**Property**").

B. Pursuant to that certain Indenture dated as of February 1, 2017, between the California School Finance Authority (the "**Authority**") and Wilmington Trust, National Association, as trustee, the Authority has authorized the issuance of its California School Finance Authority Charter School Facility Revenue Bonds (Rocketship Education Obligated Group – Multiple Projects) Series 2017A (Tax-Exempt) (the "**Tax-Exempt Bonds**") and its California School Finance Authority Charter School Facility Revenue Bonds (Rocketship Education Obligated Group – Multiple Projects) Series 2017B (Taxable) (the "**Taxable Bonds**" and together with the Tax-Exempt Bonds, the "**Bonds**") in the aggregate principal amount of $26,760,000.00. The Authority will loan the proceeds of the Bonds (the "**Loan**") to Launchpad Development Company, a California nonprofit public benefit corporation ("**Borrower**"), pursuant to that certain Loan Agreement dated

as of February 1, 2017 (the "**Loan Agreement**") among the Authority, Borrower and certain California limited liability companies (the "**Series 2017 Landlords**"), the sole member of each of which is the Borrower. The Bonds and the interest thereon are payable solely out of certain revenues and income received by the Authority or Master Trustee pursuant to the Loan Agreement and Obligation No. 4 relating to the Bonds ("**Obligation No. 4**") issued by the Borrower in amounts equal to the aggregate principal amount of the Bonds pursuant to a Master Indenture of Trust dated as of February 1, 2014 ("**Master Indenture**"), by and among Borrower, Wells Fargo Bank, National Association, as predecessor trustee to Master Trustee, and Mortgagor and various other affiliates of Borrower, as supplemented most recently by a Supplemental Master Indenture for Obligation No. 4 dated as of February 1, 2017, between Borrower and Master Trustee. Borrower, Mortgagor, and each of their respective affiliates identified in the Master Indenture are collectively members of the "**Obligated Group**."

C. Pursuant to the Master Indenture, Mortgagor has executed, or proposes to execute, that certain Leasehold Deed of Trust, Fixture Filing and Security Agreement with Assignment of Rents (Redwood City Prep - 860 Charter Street) dated as of even date herewith, with respect to the Property (as described on Exhibit A) (the "**Security Instrument**") for the benefit Master Trustee, securing, among other things, the "Required Payments" (as defined in the Master Indenture) and the performance of the other obligations of the Obligated Group under the Master Indenture. The Security Instrument is to be recorded concurrently herewith.

D. Mortgagor and Tenant have agreed to the subordination, attornment and other agreements herein in favor of Master Trustee.

NOW THEREFORE, for valuable consideration, and to induce the Authority to make the Loan, Mortgagor and Tenant hereby agree for the benefit of Master Trustee as follows:

1. **SUBORDINATION**. Mortgagor and Tenant hereby agree that:

1.1 **Prior Lien**. The Security Instrument in favor of Master Trustee, and any modifications, renewals or extensions thereof (including, without limitation, any modifications, renewals or extensions with respect to any additional advances made subject to the Security Instrument), shall unconditionally be and at all times remain a lien on the Property prior and superior to the Lease;

1.2 **Subordination**. The Authority would not make the Loan without this agreement to subordinate;

1.3 **Whole Agreement**. This Agreement shall be the whole agreement and only agreement with regard to the subordination of the Lease to the lien of the Security Instrument and shall supersede and cancel, but only insofar as would affect the priority between the Security Instrument and the Lease, any prior agreements as to such subordination, including, without limitation, those provisions, if any, contained in the Lease which provide for the subordination of the Lease to a deed or deeds of trust or to a mortgage or mortgages; and

1.4 **Waiver, Relinquishment and Subordination**. Tenant intentionally and unconditionally waives, relinquishes and subordinates all of Tenant's right, title and interest in and to the Property to the lien of the Security Instrument and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made, and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

2. **ASSIGNMENT**. Tenant acknowledges and consents to the assignment of the Lease by Mortgagor in favor of Master Trustee.

3. **ADDITIONAL AGREEMENTS**. Tenant covenants and agrees that, during all such times as Master Trustee is the Beneficiary under the Security Instrument:

3.1 **Modification, Termination and Cancellation**. Tenant will not consent to any material modification or material amendment, termination or cancellation of the Lease (in whole or in part) without Master Trustee's prior written consent and will not make any payment to Mortgagor in consideration of any such modification, amendment, termination or cancellation of the Lease (in whole or in part) without Master Trustee's prior written consent;

3.2 **Notice of Default**. Tenant will notify Master Trustee in writing concurrently with any notice given to Mortgagor of any default by Mortgagor under the Lease, and Tenant agrees that Master Trustee has the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth below and Tenant will not declare a default of the Lease, as to Master Trustee, if Master Trustee cures such default within forty-five (45) days from and after the expiration of the time period provided in the Lease for the cure thereof by Mortgagor; provided, however, that if such default cannot with diligence be cured by Master Trustee within such forty-five (45) day period, the commencement of action by Master Trustee within such forty-five (45) day period to remedy the same shall be deemed sufficient so long as Master Trustee pursues such cure with diligence;

3.3 **No Advance Rents**. Tenant will make no payments or prepayments of rent more than one (1) month in advance of the time when the same become due under the Lease; and

3.4 **Assignment of Rents**. Upon receipt by Tenant of written notice from Master Trustee that Master Trustee has elected to terminate the license granted to Mortgagor to collect rents, as provided in the Security Instrument, and directing the payment of rents by Tenant to Master Trustee, Tenant shall comply with such direction to pay and shall not be required to determine whether Mortgagor is in default under the Loan and/or the Security Instrument.

4. **ATTORNMENT**. In the event of a foreclosure under the Security Instrument, Tenant agrees for the benefit of Master Trustee (including for this purpose any transferee of Master Trustee or any transferee of Mortgagor's title in and to the Property by Master Trustee's exercise of the remedy of sale by foreclosure under the Security Instrument) as follows:

4.1 **Payment of Rent**. Tenant shall pay to Master Trustee all rental payments required to be made by Tenant pursuant to the terms of the Lease for the duration of the term of the Lease;

4.2 **Continuation of Performance**. Tenant shall be bound to Master Trustee in accordance with all of the provisions of the Lease for the balance of the term thereof, and Tenant hereby attorns to Master Trustee as its landlord, such attornment to be effective and self-operative without the execution of any further instrument immediately upon Master Trustee succeeding to Mortgagor's interest in the Lease and giving written notice thereof to Tenant;

4.3 **No Offset**. Master Trustee shall not be liable for, nor subject to, any offsets or defenses which Tenant may have by reason of any act or omission of Mortgagor under the Lease, nor for the return of any sums which Tenant may have paid to Mortgagor under the Lease as and for security deposits, advance rentals or otherwise, except to the extent that such sums are actually delivered by Mortgagor to Master Trustee; and

4.4 **Subsequent Transfer**. If Master Trustee, by succeeding to the interest of Mortgagor under the Lease, should become obligated to perform the covenants of Mortgagor thereunder, then, upon any further transfer of Mortgagor's interest by Master Trustee, all of such obligations shall terminate as to Master Trustee.

5. **NON-DISTURBANCE**. In the event of a foreclosure under the Security Instrument, so long as there shall then exist no breach, default, or event of default on the part of Tenant under the Lease, Master Trustee agrees for itself and its successors and assigns that the leasehold interest of Tenant under the Lease shall not be extinguished or terminated by reason of such foreclosure, but rather the Lease shall continue in full force and effect and Master Trustee shall recognize and accept Tenant as tenant under the Lease subject to the terms and provisions of the Lease except as modified by this Agreement; provided, however, that Tenant and Master Trustee agree that the following provisions of the Lease (if any) shall not be binding on Master Trustee: any option to purchase with respect to the Property; any right of first refusal with respect to the Property; any provision regarding the use of insurance proceeds or condemnation proceeds with respect to the Property which is inconsistent with the terms of the Security Instrument.

6. **MISCELLANEOUS**.

6.1 **Remedies Cumulative**. All rights of Master Trustee herein to collect rents on behalf of Mortgagor under the Lease are cumulative and shall be in addition to any and all other rights and remedies provided by law and by other agreements between Master Trustee and Mortgagor or others.

6.2 **NOTICES**. All notices, demands, or other communications under this Agreement shall be in writing and shall be delivered to the appropriate party at the address and in the manner set forth in the Master Indenture.

6.3 **Heirs, Successors and Assigns**. Except as otherwise expressly provided under the terms and conditions herein, the terms of this Agreement shall bind and inure to the benefit of the heirs, executors, administrators, nominees, successors and assigns of the parties hereto.

6.4 **Headings**. All article, section or other headings appearing in this Agreement are for convenience of reference only and shall be disregarded in construing this Agreement.

6.5 **Counterparts**. To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

6.6 **Exhibits, Schedules and Riders**. All exhibits, schedules, riders and other items attached hereto are incorporated into this Agreement by such attachment for all purposes.

[*Remainder of Page Intentionally Left Blank.*]

Case: 24-10715 Doc# 192-21 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 52 of 112

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT HERETO.

"MORTGAGOR"

LAUNCHPAD DEVELOPMENT FIFTEEN LLC,
a California limited liability company

By: Launchpad Development Company,
a California nonprofit public benefit corporation,
its sole member

By: _____
Andrew Stern, Chairperson of the Board of Directors

"TENANT"

ROCKETSHIP EDUCATION,
a California nonprofit public benefit corporation

SIGNED IN COUNTERPART

By: _____
Preston Smith, Chief Executive Officer

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT HERETO.

"MORTGAGOR"

LAUNCHPAD DEVELOPMENT FIFTEEN LLC,
a California limited liability company

By: Launchpad Development Company,
a California nonprofit public benefit corporation,
its sole member

By: **SIGNED IN COUNTERPART**
Andrew Stern, Chairperson of the Board of Directors

"TENANT"

ROCKETSHIP EDUCATION,
a California nonprofit public benefit corporation

By: _____
Preston Smith, Chief Executive Officer

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

"MASTER TRUSTEE"

WILMINGTON TRUST, N.A.

By: _____
Jeanie Mar, Vice President

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

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 San Francisco)

On February 16, 2017 before me, Laurel Shane,
Notary Public, personally appeared **ANDREW STERN**, 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 _____

CSSI LAUREL SHANE COMM. # 2140941 NOTARY PUBLIC - CALIFORNIA SAN FRANCISCO COUNTY My Comm. Expires Jan. 28, 2020 CSSI

(Seal)

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 San Mateo)

On February 16, 2017 before me, Marisol M. Moreno,
Notary Public, personally appeared Preston Smith,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

MARISOL M. MORENO
Commission # 2108058
Notary Public - California
Santa Clara County
My Comm. Expires May 18, 2019

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 San Francisco)

On February 16, 2017 before me, Laurel Shane,
Notary Public, personally appeared Jeanie Mar,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

CSS1 LAUREL SHANE COMM. # 2140941 NOTARY PUBLIC - CALIFORNIA SAN FRANCISCO COUNTY My Comm. Expires Jan. 28, 2020 CSS1

EXHIBIT A

DESCRIPTION OF PROPERTY

Real property partly in the City of Redwood City and partly in the unincorporated area, County of San Mateo, State of California, described as follows:

LOTS 1, 2, 5 AND 7, IN BLOCK 2, AS SHOWN ON THAT CERTAIN MAP ENTITLED "DUMBARTON ACRES, MAP NO. 2, BEING A RESUBDIVISION OF LOT "C" AND A PORTION OF LOT "A" OF DUMBARTON ACRES NEAR REDWOOD CITY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON DECEMBER 12, 1927 IN BOOK 16 OF MAPS AT PAGES 53 AND 54.

APN: 054-081-010 (Affects Lots 1 and 2) and 054-081-140 (Affects Lots 5 and 7)
JPN: 054-008-081-01A and 054-008-081-14A

Case: 24-10715 Doc# 192-21 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 59 of 112

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Butler Realty LLC
204 Franklin Street
Redwood, CA 94063

2017-108958
1:28 pm 12/05/17 DE Fee: 21.00
Count of Pages 3 UN
Recorded in Official Records
County of San Mateo
Mark Church
Assessor-County Clerk-Recorder

* $ R 0 0 0 2 4 9 0 3 6 0 $ *

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: **Escrow No.:** SU-02046115-DC
AP#: 054-081-010 and 054-081-140

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $8,030.00 3P

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[ ] Unincorporated area [X] City of Redwood City **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

KS Mattson LP, a California Limited Partnership

hereby GRANT(s) to:

Butler Realty LLC, a California Limited Liability Company

the real property in the City of Redwood City, County of San Mateo, State of California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: 860 Charter Street, Redwood City, CA 94062

DATED: November 15, 2017

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.: 054-081-140 Escrow No.: SU-02046115-DC AP#: 054-081-010 and

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: November 15, 2017

KS Mattson LP, a California Limited Partnership

By: _____
Kenneth Mattson, managing partner

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 Sacramento

On Nov 27, 2017 before me, Deana Curtis A Notary Public

personally appeared Kenneth Mattson

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

DEANA CURTIS
COMM. #2116911
Notary Public-California
SACRAMENTO COUNTY
My Comm. Exp. July 21, 2019

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, AND IN THE CITY OF REDWOOD CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Lots 1, 2, 5 & 7, in Block 2, as shown on that certain Map entitled, "DUMBARTON ACRES MAP NO. 2, BEING A RESUBDIVISION OF LOT "C" AND A PORTION OF LOT "A" OF DUMBARTON ACRES NEAR REDWOOD CITY, CALIFORNIA", filed in the office of the Recorder of the County of San Mateo, State of California on December 12, 1927 in Book 16 of Maps at pages 53 and 54.

Joint Plant No: 054-008-081-01a and 054-008-081-14a

APN: 054-081-010/054-081-140

RECORDING REQUESTED BY:
Chicago Title Company/Concord

Escrow No.: 00099642-017-SM5
Title No.: FWTO-4071800126-PJ

WHEN RECORDED MAIL DOCUMENT AND TAX STATEMENT TO:
Butler Realty, LLC
Gina Henson
1929 Main Street
Redwood City, CA 94063

2018-101423
1:47 pm 12/28/18 DE Fee: 98.00
Count of Pages 3
Recorded in Official Records
County of San Mateo
Mark Church
Assessor-County Clerk-Recorder

* $ R 0 0 0 2 6 4 7 5 1 3 $ *

APN: 054-081-010, 054-081-140

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s) "This conveyance changes the manner in which title is held, grantor(s) and grantee(s) remain the same and continue to hold the same proportionate interest, R & T 11925."

DOCUMENTARY TRANSFER TAX is $ 0.00 CITY TAX $ 0.00

☐ computed on full value of interest or property conveyed, or
☐ computed on full value of items or encumbrances remaining at time of sale,
☑ Unincorporated area ☐ City of Redwood City, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Butler Realty LLC, a California limited liability company

hereby GRANT(s) to

Butler Realty, LLC, a Delaware limited liability company

the following real property in the County of **San Mateo**, State of **California**:

See Exhibit A attached hereto and made a part hereof.

Document Date: December 21, 2018

Butler Realty, LLC, a California limited liability company

By: William L. Butler, Authorized Signatory

12/21/018
Date

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 SAN MATEO) SS:

On December 21, 2018 before me, James R. Schultz,

a Notary Public, personally appeared William L. Butler

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

JAMES R. SCHULTZ
COMM. #2189653
Notary Public - California
San Mateo County
My Comm. Expires May 2, 2021

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 054-081-010 and 054-081-140

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, AND IN THE CITY OF REDWOOD CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOTS 1, 2, 5 & 7, IN BLOCK 2, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "DUMBARTON ACRES MAP NO. 2, BEING A RESUBDIVISION OF LOT "C" AND A PORTION OF LOT "A" OF DUMBARTON ACRES NEAR REDWOOD CITY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON DECEMBER 12, 1927 IN BOOK 16 OF MAPS AT PAGES 53 AND 54.

9

RECORDING REQUESTED BY:

Old Republic Title Company

Escrow No.: 0616017480
APN: 054-081-010, 054-081-140

When Recorded Mail Document and Tax Statements to:

Tranente One, LLC
429 Llewellyn Avenue
Campbell, CA 95008

2019-052113
11:46 am 07/05/19 DE Fee: 20.00
Count of Pages 3 UN
Recorded in Official Records
County of San Mateo
Mark Church
Assessor-County Clerk-Recorder

* $ R 0 0 0 2 7 2 2 2 7 2 $ *

31

Grant Deed

Exempt from fee per GC27388.1(a)(2); document is subject to the imposition of documentary transfer tax

X _____
Declarant

The undersigned grantor(s) declare(s):
Documentary Transfer Tax is $17,600.00
(X) computed on full value of property conveyed, or
( ) computed on full value less of liens and encumbrances remaining at time of sale.
(X) Unincorporated area: ( ) City of

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Butler Realty, LLC, a Delaware limited liability company

hereby GRANT(S) to

Tranente One, LLC, a California limited liability company

that property in Unincorporated area of San Mateo County, State of California, described as follows:

* * * See "Exhibit A" attached hereto and made a part hereof. * * *

Date: June 28, 2019

Butler Realty, LLC, a Delaware limited liability company

By: _____
William L. Butler, Managing Member

Case: 24-10715 Doc# 192-21 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 66 of 112

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 San Mateo

On July 1, 2019 before me, Sue Ruiz a Notary Public, personally appeared William L. Butler, 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.

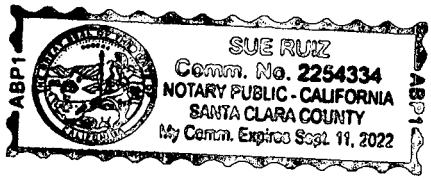
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Sue Ruiz

Name: Sue Ruiz
(Typed or Printed)

(Seal)



Case: 24-10715 Doc# 192-21 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 67 of 112

ORDER NO. : 0616017480

EXHIBIT A

The land referred to is situated in the unincorporated area of the County of San Mateo, State of California, and is described as follows:

Lots 1 and 2, Block 2, as delineated upon that certain Map entitled "DUMBARTON ACRES, MAP NO. 2, BEING A RESUBDIVISION OF LOT "C" AND A PORTION OF LOT "A" OF DUMBARTON ACRES NEAR REDWOOD CITY, CALIFORNIA", filed for record in the Office of the Recorder of the County of San Mateo, State of California, on December 12th, 1927, in Book 16 of Maps, at Pages 53 and 54.

APN: 054-081-010
JPN: 054-08-081-01A

All that certain real property is situated in the State of California, City of Redwood City, County of San Mateo, and is described as follows:

Lots 5 and 7, Block 2, as delineated upon that certain Map entitled "DUMBARTON ACRES, MAP NO. 2, BEING A RESUBDIVISION OF LOT "C" AND A PORTION OF LOT "A" OF DUMBARTON ACRES NEAR REDWOOD CITY, CALIFORNIA", filed for record in the Office of the Recorder of the County of San Mateo, State of California, on December 12th, 1927, in Book 16 of Maps, at Pages 53 and 54.

APN: 054-081-140
JPN: 054-08-081-14A

Case: 24-10715 Doc# 192-21 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 68 of 112

10

RECORDING REQUESTED BY

OLD REPUBLIC TITLE COMPANY

Escrow No.: 0616017480
APN: 054-081-010, 054-081-140

WHEN RECORDED MAIL TO

First Republic Bank
111 Pine Street
San Francisco, CA 94111
Attn: Loan Review

Loan No. 27-644736-1

2019-052114

11:46 am 07/05/19 DT FF AS AG Fee: 149.00
Count of Pages 28
Recorded in Official Records
County of San Mateo
Mark Church
Assessor-County Clerk-Recorder

* $ R 0 0 0 2 7 2 2 2 7 7 $ *

28

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

1 ☒ Exempt from fee per GC27388.1(a)(2); document recorded in connection with a concurrent transfer subject to the imposition of documentary transfer tax

2 ☐ Exempt from fee per GC27388.1(a)(2); document transfers real property that is a residential dwelling to an owner-occupier

3 ☐ Exempt from fee per GC27388.1(a)(2); document recorded in connection with a concurrent transfer that is a residential dwelling to an owner-occupier

4 ☐ Exempt from fee per GC27388.1(a)(1); fee cap of $225 reached

5 ☐ Exempt from fee per GC27388.1(a)(2); document is subject to the imposition of documentary transfer tax

11 ☐ Exempt from fee per GC27388.1(a)(2); document is executed or recorded by the state or any county, municipality, or other political subdivision of the state

SL/sl

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

First Republic Bank
111 Pine Street
San Francisco, CA 94111
Attn: Loan Review

Loan Number: **27-644736-1**

INSTRUCTIONS TO RECORDER:
Index this document as (1) a deed of trust; (2) an assignment of rents; (3) a security agreement; and (4) a fixture filing

[ ] IF THE PRECEDING BOX IS CHECKED, THIS IS A
CONSTRUCTION TRUST DEED

(Space above this line for Recorder's use)



FIRST REPUBLIC BANK
It's a privilege to serve you®

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

THIS DEED OF TRUST, FIXTURE FILING, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT (the "Deed of Trust") is made on **June 27, 2019**, by **Tranente One LLC, a California limited liability company** ("Borrower"), whose address is **429 Llwellyn Avenue, Campbell, CA, 95008**, in favor of Fidelity National Title Insurance Company, a California corporation ("Trustee"), whose address is 50 California Street, Suite 2950, San Francisco, California 94111, for the benefit of **First Republic Bank** (the "Lender"), as beneficiary, whose principal office is located at **111 Pine Street, San Francisco, California 94111**.

BORROWER IRREVOCABLY GRANTS, CONVEYS, TRANSFERS AND ASSIGNS TO TRUSTEE, IN TRUST, WITH POWER OF SALE and right of entry and possession, all of Borrower's present and future estate, right, title and interest in and to the following described property (collectively, the "Property"):

(A) The following described real property located in the County of **San Mateo**, State of **CA** (the "Land"):

See Exhibit "A" attached hereto and incorporated herein by this reference.

The street or common address of the Land is:

860 Charter Street
Redwood City, CA 94063

(B) All Buildings, Fixtures, Easements, Rents and Profits, Development Rights, Water Rights, Mineral Rights, and Crops (as each of such terms is defined in Article 1 of this Deed of Trust).

THIS DEED OF TRUST SECURES THE FOLLOWING INDEBTEDNESS AND OBLIGATIONS (collectively, the "Obligations") in such order of priority as Lender may from time to time elect:

(1) Payment and performance of Borrower's indebtedness and obligations under the promissory note of even date herewith in the original face principal amount of **Eight Million One Hundred Thousand and 00/100 Dollars ($8,100,000.00)** executed by Borrower and payable to Lender, or order, and all extensions, renewals, modifications, and replacements thereof (collectively, the "Note");

(2) Payment and performance of Borrower's indebtedness and obligations under this Deed of Trust and all extensions, renewals, and modifications of this Deed of Trust;

(3) Payment of all sums of money which may be advanced by, or otherwise due to, Trustee or Lender under any provision of this Deed of Trust or to protect the security of this Deed of Trust, with interest thereon at the rate provided in this Deed of Trust;

(4) Payment and performance of Borrower's indebtedness and obligations under the Building Loan Agreement or Loan Agreement, if any, of even date herewith between Borrower and Lender which states that it is secured by this Deed of Trust and all extensions, renewals, and modifications thereof (the "Loan Agreement");

(5) Payment and performance of all indebtedness and obligations owing on account of each future loan that Lender may elect to make to Borrower or the record owner of the Land when the promissory note evidencing such loan specifically states that it is secured by this Deed of Trust, and all extensions, renewals, modifications, and replacements thereof (such loans are referred to individually as a "Future Advance" and collectively as the "Future Advances"); and

(6) Payment and performance of Borrower's indebtedness and obligations under all other existing and future agreements executed by Borrower in connection with the loan evidenced by the Note (the "Loan") or in connection with any Future Advance, with interest thereon at the rate provided in such agreements, when such agreement specifically states that it is secured by this Deed of Trust, and all extensions, renewals, and modifications of such agreements.

FOR VALUABLE CONSIDERATION, Borrower agrees as follows:

ARTICLE 1

DEFINITIONS

For purposes of this Deed of Trust, the following terms shall have the following definitions:

1.1 Books and Records. "Books and Records" means all books and records relating to the design, construction, improvement, development, use, ownership, operation, maintenance, repair, or marketing of the Property, including (a) records reflecting the results of operation of the Property; (b) all Leases and other documents relating to the Property; and (c) Borrower's federal income tax returns for the year in which the Loan is made and each subsequent year that the Loan is outstanding.

1.2 Buildings. "Buildings" means all buildings, structures and other improvements now existing or hereafter located on the Land.

1.3 Commercial Project. "Commercial Project" means a multifamily residential project or a retail, office, industrial or other commercial project which produces or generates or is intended to produce or generate any form of Rents and Profits from its operation. "Multifamily Project" means a Commercial Project that consists of a multifamily residential dwelling, including an apartment building.

1.4 Condemnation Claims. "Condemnation Claims" means all claims, actions, causes of action, demands, liens, rights, judgments, settlements, awards, compensation, and damages of every kind and nature which Borrower now has or which may hereafter accrue against any Person, whether arising in tort, by contract or statute, or in any other manner, which in any way directly or indirectly relate to or arise out of any condemnation of the Property or other taking of the Property for public or quasi-public use by eminent domain or to the transfer of the Property in lieu of condemnation or any such taking.

1.5 Condemnation Proceeds. "Condemnation Proceeds" means all proceeds of the Condemnation Claims, including all money, deposit accounts, accounts, notes, drafts, instruments, documents, and all other tangible and intangible property resulting from the payment, collection of, recovery on, or other disposition of any or all of the Condemnation Claims.

1.6 Covenants and Restrictions. "Covenants and Restrictions" means all covenants, conditions, restrictions, equitable servitudes, and all other similar matters now or hereafter affecting the Property, including any condominium, planned unit development, or cooperative apartment declaration of covenants, conditions and restrictions, by-laws, articles, rules, and regulations to which Borrower or the Property is subject or bound.

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1.7 Crops. "Crops" means all crops, trees and vines now or hereafter growing on the Land.

1.8 Development Rights. "Development Rights" means all existing and future development rights, development credits, air rights, and options of any kind relating to the Property.

1.9 Easements. "Easements" means all existing and future easements, rights of way, licenses, and similar rights relating or appurtenant to the Property and all existing and future rights in or to streets, roads, sidewalks, alleys, strips and gores adjoining or used in connection with the Property.

1.10 Event of Default. "Event of Default" means any of the events described in Article 3 of this Deed of Trust.

1.11 Fixtures. "Fixtures" means all fixtures, machinery, equipment, building materials, and appliances now or hereafter located in, on, attached or affixed to, or used in connection with the Land or the Buildings, including all systems for the supply or distribution of heat, air conditioning, electricity, gas, water, air or light; elevators, escalators and related machinery and equipment; fire prevention and extinguishing equipment and water sprinkler systems; security and access control equipment; water heaters, showers, bathtubs, tanks, pumps, toilets, sinks, pipes, and other plumbing fixtures and equipment; stoves, ranges, refrigerators, dishwashers, and disposals; laundry equipment; engines, motors, generators, boilers, furnaces, and incinerators; wall, window, and floor coverings, including screens, shades, drapes, and awnings; partitions, doors, windows, cabinets, bookcases, and hardware; janitorial, maintenance, and waste and rubbish removal equipment; recreational equipment; signs; switchboards, telephone systems, and other communication equipment; television, radio, and computer cables, antennae, and other equipment; chandeliers and other light fixtures; trees, plants and other landscaping; and all attachments, substitutions, accessories, accessions, replacements, improvements, and additions to any or all of the foregoing, all of which shall conclusively be deemed to be part of the Land and Buildings and conveyed by this Deed of Trust, whether or not affixed or attached to the Land.

1.12 Governmental Authorities. "Governmental Authorities" means (a) the United States; (b) the state, county, city, or other political subdivision in which the Land is located; (c) all other governmental or quasi-governmental authorities, boards, bureaus, agencies, commissions, departments, administrative tribunals, and other instrumentalities or authorities; and (d) all judicial authorities and public utilities having or exercising jurisdiction over Borrower or the Property.

1.13 Governmental Permits. "Governmental Permits" means all permits, approvals, and authorizations now or hereafter issued by all Governmental Authorities for or in connection with the design, construction, improvement, development, use, ownership, operation, maintenance, repair, or marketing of the Property, including grading permits, foundation permits, building permits, tentative subdivision map approvals, zone changes, zone variances, conditional use permits, temporary certificates of occupancy, and final certificates of occupancy.

1.14 Governmental Requirements. "Governmental Requirements" means all existing and future laws, ordinances, rules, regulations, orders, and requirements of all Governmental Authorities applicable to Borrower or the Property, including those respecting the design, construction, improvement, development, use, ownership, operation, maintenance, repair, or marketing of the Property.

1.15 Ground Lease. "Ground Lease" means any lease agreement creating a leasehold estate which is now or hereafter encumbered by this Deed of Trust.

1.16 Guaranties. "Guaranties" means the guaranty agreement or agreements executed by the Guarantors.

1.17 Guarantors. "Guarantors" means the Person or Persons, if any, now or hereafter guaranteeing payment of the Note or payment or performance of any or all of the other Obligations.

1.18 Impositions. "Impositions" means all (a) Taxes; (b) Insurance Premiums; (c) gas, electricity, water, sewer, and other utility charges which are incurred for the benefit of the Property or which may become a lien against the Property; (d) assessments, charges, and fees imposed pursuant to any Covenants and Restrictions; (e) assessments, charges and fees payable with respect to any Easements, Water Rights or Development Rights; (f) principal, interest, and other amounts payable in connection with any Liens; (g) rents and other amounts payable under any Ground Lease; and (h) such other taxes, charges, premiums, assessments and impositions relating to the Property, the payment of which Lender determines to be necessary to protect Lender's security for the Obligations.

1.19 Improvements. "Improvements" means the Buildings and Fixtures, collectively.

1.20 Insurance Claims. "Insurance Claims" means all claims, actions, causes of action, demands, liens, rights, judgments, settlements, awards, compensation, and damages of every kind and nature which Borrower now has or which may hereafter accrue against any Person, whether arising in tort, by contract or statute, or in any other manner, which in any way directly or indirectly relate to or arise under any policy of insurance which Borrower maintains with respect to the Property or which Borrower is required to maintain under this Deed of Trust (collectively, the "Insurance Policies").

1.21 Insurance Proceeds. "Insurance Proceeds" means all proceeds of the Insurance Claims, including all money, deposit accounts, accounts, notes, drafts, instruments, documents, and all other tangible and intangible property resulting from the payment, collection of, recovery on, or other disposition of any or all of the Insurance Claims.

1.22 Insurance Premiums. "Insurance Premiums" means all premiums and other amounts payable in connection with procuring or maintaining the Insurance Policies.

1.23 Leases. "Leases" means all existing and future rental agreements, leases, licenses, concessions, occupancy agreements, and other similar agreements affecting the Property, including all subleases at any level.

1.24 Liens. "Liens" means all mortgages, deeds of trust, mechanics' liens, and other liens and encumbrances of every kind and nature, other than this Deed of Trust, now or hereafter affecting the Property.

1.25 Loan Documents. "Loan Documents" means the Note, this Deed of Trust, the Loan Agreement, if any, all promissory notes evidencing any Future Advances, all other documents secured by this Deed of Trust, and all other documents executed by Borrower or any of the Guarantors and delivered to Lender at Lender's request in connection with the Loan or any Future Advance, and all extensions, renewals, modifications, and replacements of such documents.

1.26 Mineral Rights. "Mineral Rights" means all existing and future right, title, and interest in and to all minerals, oil, gas and other hydrocarbon substances in or on the Property.

1.27 Person. "Person" means any natural person or any entity, including any corporation, partnership, joint venture, limited liability company, trust, unincorporated organization, trustee, or Governmental Authority.

1.28 Property Claims. "Property Claims" means all claims, actions, causes of action, demands, liens, rights, judgments, settlements, awards, compensation, and damages of every kind and nature (other than the Insurance Claims and Condemnation Claims) which Borrower now has or which may hereafter accrue against any Person, whether arising in tort, by contract or statute, or in any other manner, which in any way directly or indirectly relate to or arise out of any or all of the following: (a) the Property; (b) any existing or future fact, matter, occurrence, or transaction relating to the Property; or (c) the design, construction, improvement, development, use, ownership, operation, maintenance, repair or marketing of the Property.

1.29 Property Proceeds. "Property Proceeds" means all proceeds of the Property Claims, including all money, deposit accounts, accounts, notes, drafts, instruments, documents, and all other tangible and intangible property resulting from the payment, collection of, recovery on, or other disposition of any or all of the Property Claims.

1.30 Rents and Profits. "Rents and Profits" means all existing and future rents, royalties, issues, profits, proceeds, revenues, income and other benefits of the Property and all Leases, including all security deposits and prepaid rent.

1.31 Taxes. "Taxes" means (a) all taxes, bonds, levies and assessments now or hereafter affecting the Property, including all general and special real and personal property taxes, bonds, and assessments affecting the Property; (b) all other taxes, bonds, levies and assessments which now are or hereafter may become a lien on the Property, including all income, profits, franchise, withholding, and gross receipt taxes; (c) all other charges now or hereafter imposed on or assessed against the Property by any Governmental Authority or arising with respect to the design, construction, improvement, development, use, ownership, operation, maintenance, repair or marketing of the Property; and (d) all taxes, bonds, levies, and assessments now or hereafter imposed by any Governmental Authorities on Trustee or Lender by reason of their respective interests in this Deed of Trust, the Note, or any promissory note evidencing a Future Advance, excluding any franchise, estate, inheritance, income, or similar tax imposed on Lender or Trustee.

1.32 Tenants. "Tenants" means all tenants and occupants of the Property under the Leases.

1.33 Water rights. "Water rights" means all existing and future water, water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant), and all water stock relating to the Property.

ARTICLE 2

COVENANTS OF BORROWER

2.1 Performance of Secured Obligations. Borrower shall pay and perform each and all of the Obligations in accordance with their respective terms.

2.2 Preservation of the Property. Borrower (a) shall maintain the Property in good condition and repair; (b) shall promptly repair and restore in a good and workmanlike manner any part of the Property which may be damaged or destroyed, whether or not any Insurance Proceeds are adequate to pay for the cost of such repair and restoration; (c) shall comply and cause the Property to comply with the provisions of all Insurance Policies; (d) shall comply and cause the Property to comply with all Governmental Requirements including, without limitation, state and local rent control, rent stabilization, tenant protection or other tenant occupancy

laws; (e) shall comply and cause the Property to comply with all Covenants and Restrictions; (f) shall maintain in effect all Governmental Permits; (g) shall not initiate, join in or consent to any change in the zoning, general plan, specific plan, or any other land use classification affecting the Property or any Covenant or Restriction without the prior written consent of Lender; (h) shall not remove, demolish, improve, add to, or alter the Improvements (excluding non-structural alterations which preserve or increase the value of the Property, alterations required by Governmental Requirements, and the replacement of Fixtures in the ordinary course of business pursuant to Section 2.18 below) or change the character or use of the Property without the prior written consent of Lender; (i) shall not commit or permit any waste respecting the Property or impairment of the Property; (j) shall not abandon the Property; (k) shall not commit or permit any act upon the Property in violation of any Governmental Requirements; (l) shall promptly complete in a good and workmanlike manner all Improvements which Borrower commences to construct on the Land; and (m) shall paint, cultivate, irrigate, fertilize, fumigate, prune, maintain and do all other acts, in a timely and proper manner, which from the character or use of the Property may be necessary or appropriate to preserve, protect and maintain the value of the Property.

2.3 Insurance. Borrower shall at all times maintain in full force (a) fire and extended coverage all risk insurance, together with such endorsements as Lender may require, including vandalism, malicious mischief, earthquake, and flood coverage (if the Land is now or hereafter located in an area designated by the Director of the Federal Emergency Management Agency as a flood hazard area and flood insurance is or becomes available through the National Flood Insurance Program); (b) commercial general liability insurance; and (c) such other types of insurance as may from time to time be required by Lender, including business interruption insurance, rental loss insurance, and workers' compensation insurance. Each of the Insurance Policies, including the amounts, form, coverage, deductibles, insurer and loss payable and cancellation provisions, shall be acceptable to Lender. Without limiting any of the terms of this Section, (i) each of the Insurance Policies shall provide that it may be canceled or modified only upon not less than thirty (30) days prior written notice to Lender; (ii) the fire and extended coverage and other casualty insurance policies which Borrower is required to maintain under this Deed of Trust shall contain a mortgagee's loss payable endorsement acceptable to Lender naming Lender as loss payee and shall be written with liability in an amount equal to the full replacement cost of the Improvements; and (iii) the commercial general liability policy which Borrower is required to maintain shall name Lender as an additional insured and shall be primary and noncontributing with any insurance maintained by Lender.

2.4 Insurance Policies. Upon Lender's request, Borrower shall deliver to Lender the originals of all Insurance Policies together with receipts for the full payment of all Insurance Premiums, and Lender shall have the right to hold such policies as long as any Obligations are outstanding. By approving, disapproving, accepting, obtaining or failing to obtain any Insurance Policies, Lender shall not be liable or responsible for the suitability, adequacy, enforceability, validity, amount, form, or content of any Insurance Policies, the solvency of any insurer, or the collection of any Insurance Proceeds, and Borrower shall at all times have full responsibility for all of such matters. Not later than thirty (30) days prior to the expiration of each of the Insurance Policies, Borrower shall deliver to Lender a policy or policies renewing or extending the expiring Insurance Policies together with written evidence showing payment of the Insurance Premiums for such policies. If Borrower fails to deliver any of the Insurance Policies to Lender in accordance with this Deed of Trust, or if any of the Insurance Policies is canceled, Lender, without notice to or demand upon Borrower, shall have the right to obtain such insurance in such form, content and amount and with such insurer as Lender determines to be necessary or appropriate to protect its interest. Without limiting any other provision of this Deed of Trust, all premiums and other costs and expenses paid or incurred by Lender in connection with Lender's obtaining any Insurance Policies under this Section shall be payable by Borrower to Lender on Lender's demand. Neither Trustee nor Lender shall be obligated to obtain or maintain any policy of insurance with respect to the Property. All Insurance Policies relating to the Property and all unearned Insurance Premiums shall automatically inure to the benefit of and be deemed to be assigned to the grantee of the Property at any judicial or nonjudicial foreclosure sale under this Deed of Trust or by any deed in lieu of foreclosure under this Deed of Trust.

2.5 Assignment of Insurance Claims and Proceeds. To secure the Obligations, Borrower grants, transfers, and assigns to Lender the Insurance Claims and Insurance Proceeds.

2.6 Assignment of Condemnation Claims and Proceeds and Other Claims. To secure the Obligations, Borrower grants, transfers, and assigns to Lender the Condemnation Claims, Condemnation Proceeds, Property Claims, and Property Proceeds.

2.7 Payment of Proceeds. Borrower shall cause all Insurance Proceeds, Condemnation Proceeds and Property Proceeds (collectively, the "Proceeds") to be paid or delivered directly to Lender. Lender shall at all times have the right but not the obligation (a) to demand, collect, accept, receive and give receipts for any and all of the Proceeds; and (b) to direct any Person to pay or deliver any or all of the Proceeds directly to Lender. Nothing contained in this Deed of Trust shall be deemed to obligate Lender to make any inquiry as to the sufficiency of any Proceeds received by Lender. If for any reason Borrower receives any Proceeds, Borrower (i) shall immediately pay or deliver such Proceeds to Lender in the original form in which received by Borrower; (ii) shall endorse, with recourse, all checks, drafts, money orders, notes, and other instruments or documents representing such Proceeds to Lender; (iii) shall not commingle such Proceeds with any of Borrower's other funds or property; and (iv) shall hold such Proceeds separate and apart from its other funds and property in an express trust for Lender until paid or delivered to Lender.

2.8 Prosecution and Settlement of Claims. Prior to the occurrence of any Event of Default, Borrower shall have a license to prosecute and enforce the Insurance Claims, Condemnation Claims, and Property Claims (collectively, the "Claims"). Lender shall at all times have the right to appear in, defend, and prosecute any action or proceeding arising out of or relating to any or all of the Claims if Lender determines that such action is necessary or appropriate to protect Lender's interest in connection with the Obligations. Upon the occurrence of an Event of Default, Borrower's license to prosecute and enforce the Claims shall be revoked upon, and to the extent provided in, notice by Lender to Borrower. Following such revocation, Lender, at its option, shall have the exclusive right to prosecute and enforce any or all of the Claims to the extent provided in Lender's notice of revocation and to compromise, adjust, settle or dismiss any or all of the Claims, whether or not Lender has taken possession of the Property. Without

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Lender's prior written consent, Borrower shall not (a) sell, transfer, pledge, hypothecate or otherwise dispose of or abandon any or all of the Claims; or (b) compromise, adjust, settle, or dismiss any or all of the Claims.

2.9 No Liability by Lender. Nothing contained in this Deed of Trust shall be deemed to obligate Lender to prosecute or enforce any or all of the Claims nor shall Lender have any liability or responsibility for any failure or delay by Lender in prosecuting or enforcing any or all of the Claims or to collect any or all of the Proceeds. Borrower shall at all times have the right to determine and follow its own policies and practices in the conduct of its business, subject to the terms and conditions of the Loan Documents. Nothing contained in this Deed of Trust nor Lender's receipt of any Proceeds shall result in any obligation or liability by Lender for the performance or observance of any of the terms of any document or Insurance Policies relating to any or all of the Claims or the Proceeds.

2.10 Application of Proceeds. Lender, at its option, shall have the right (a) to apply any or all Proceeds received by Lender to any or all of the Obligations in such order and manner as Lender shall determine, whether or not such Obligations are then due and payable and without regard to the adequacy or impairment of the security for the Obligations; (b) to release any or all of the Proceeds received by Lender for payment of the costs of repair or reconstruction of the Property on such terms and conditions as may be acceptable to Lender; or (c) to release any or all of the Proceeds received by Lender to Borrower on such terms and conditions as may be acceptable to Lender. If and to the extent that the Note provides for Borrower's payment of a prepayment charge, such prepayment charge shall not apply with respect to principal prepayments resulting from Lender's election to apply any Proceeds to the outstanding principal balance of the Note.

2.11 Release of Proceeds for Reconstruction. Without limiting the generality of Section 2.10 above, if Lender elects to release any Proceeds for repair or reconstruction of the Property, at Lender's option, such release shall be conditioned on Borrower's satisfaction of the following conditions within one hundred and twenty (120) days after the occurrence of the damage requiring the repair or reconstruction: (a) Borrower's deposit with Lender of such funds in addition to the Proceeds as Lender determines to be necessary to pay all direct and indirect costs relating to the repair or reconstruction of the Property; (b) the establishment of a procedure acceptable to Lender for Lender's disbursement of the Proceeds; (c) Lender's receipt and approval of final plans and specifications and a cost breakdown for the repair or reconstruction of the Property; (d) Lender's receipt and approval of (i) a general construction contract for the repair or reconstruction of the Property executed by Borrower and a contractor acceptable to Lender; and (ii) payment and performance bonds written on such general contractor issued by a surety acceptable to Lender; (e) evidence acceptable to Lender that (i) the repair and reconstruction of the Property can be completed and a final and unconditional certificate of occupancy for the Property can be issued not later than thirty (30) days before the maturity date of the Note; (ii) upon completion of the repair or reconstruction of the Property, the income from the Property will be sufficient to pay all Impositions, operating expenses of the Property and installment payments due in connection with the Loan and any Future Advances; (iii) leases acceptable to Lender will be in effect or remain in effect upon completion of the repair or reconstruction of the Property; (iv) upon completion of the repair or reconstruction of the Property, the fair market value of the Property will be at least as great as it was prior to the date on which the damage or condemnation occurred as shown in an appraisal acceptable to Lender; (v) there has been no adverse change in the financial condition of Borrower or any Guarantors since the date of this Deed of Trust; and (vi) no Event of Default exists; and (f) such additional conditions as Lender may establish.

2.12 Taxes and Impositions. Borrower (a) shall pay all Taxes at least ten (10) days before delinquency; and (b) shall pay all other Impositions when due. Upon Lender's request, Borrower shall deliver to Lender receipts and such other substantiating documentation as may be required by Lender to evidence payment of all Impositions by Borrower in accordance with this Section. Borrower shall cause to be furnished to Lender a reporting service for all Taxes of a type and duration and with a company acceptable to Lender.

2.13 Impounds.

(a) Impound Account. Upon not less than ten (10) days prior written notice by Lender to Borrower, Lender, at its option and without regard as to whether any Event of Default exists, shall have the right to require Borrower (1) to deposit with Lender, in monthly installments, an amount equal to one-twelfth (1/12th) of the estimated aggregate annual amount of any or all Impositions as may be designated by Lender (including Taxes and Insurance Premiums), as determined by Lender; and (2) establish with and pay to Lender a reserve for any or all Impositions as may be designated by Lender equal to two of the monthly installments described in clause (1) of this sentence. If Lender exercises its right to require Borrower to make such deposits with Lender, Borrower shall deliver to Lender all bills, statements, and invoices relating to the Impositions immediately upon Borrower's receipt of such items. The amounts deposited by Borrower with Lender pursuant to this Section 2.13 (collectively, the "Impound Funds") (i) shall not be deemed to be held by Lender in trust or as agent of Borrower; (ii) shall not bear interest, except as otherwise expressly required by law; (iii) shall be applied by Lender to the payment of the Impositions in such order of priority as Lender shall determine, provided Borrower has delivered to Lender the appropriate bills, statements and invoices relating to the Impositions not later than thirty (30) days prior to the due date thereof; and (iv) may be commingled by Lender with its general funds. If, at any time within thirty (30) days prior to the due date of any of the Impositions, Lender determines that the Impound Funds then held by Lender are insufficient to pay such Impositions in full, upon Lender's demand, Borrower shall deposit with Lender the amount of such deficiency, as determined by Lender. If the Impound Funds held by Lender exceed the amount necessary to discharge the Impositions for which such Impound Funds were deposited, Lender, at its option, may either refund such excess to Borrower or may hold such excess and reduce proportionately the periodic deposits required to be made by Borrower for payment of the Impositions.

(b) Security Interest. Borrower grants a security interest to Lender in all Impound Funds deposited by Borrower with Lender under this Section 2.13 to secure the Obligations. Upon the occurrence of any Event of Default, Lender, at its

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option and without regard to the adequacy of any other collateral securing the Obligations, shall have the right to apply any or all of the Impound Funds to any or all of the Obligations in such amounts and order as Lender may determine.

(c) **Assignment; Reconveyance.** If Lender assigns this Deed of Trust, Lender shall have the right to transfer all Impound Funds held by Lender to Lender's assignee. Upon such transfer, Lender shall have no further liability of any kind with respect to the Impound Funds, and Lender's assignee shall be deemed to have assumed all liabilities of Lender with respect to the Impound Funds. Following full payment and performance of all of the Obligations and the reconveyance of the Property under this Deed of Trust, Lender shall refund to Borrower any Impound Funds then held by Lender.

(d) **No Liability for Insufficient Impound Funds.** Nothing contained in this Section 2.13 shall be deemed (i) to require Lender to pay any amounts on account of any Impositions in excess of the Impound Funds held by Lender; or (ii) to impair, prejudice or otherwise affect any of Lender's rights or remedies under this Deed of Trust or under applicable law to pay any or all of the Impositions if the Impound Funds then held by Lender are insufficient for such purposes and to add the amount paid by Lender to the Indebtedness.

2.14 Absolute Assignment of Rents and Profits.

(a) **Absolute Assignment.** Borrower absolutely, irrevocably and unconditionally grants, transfers and assigns to Lender all Rents and Profits. Prior to the occurrence of an Event of Default, Borrower shall have a license to collect and retain on the terms of this Section 2.14 all Rents and Profits as they become due and payable. Upon the occurrence of an Event of Default, Borrower's license to collect the Rents and Profits shall automatically be revoked without notice to Borrower. Following such revocation, Lender shall be entitled to collect and retain all Rents and Profits, whether or not Lender has taken possession of the Property, and Borrower shall immediately pay or deliver to Lender any Rents and Profits then held or thereafter collected by Borrower. All Rents and Profits collected by or on behalf of Lender may be applied by Lender to the Obligations in such order and amounts as Lender may determine. If Lender elects to seek the appointment of a receiver following the occurrence of an Event of Default, Borrower irrevocably and unconditionally consents to the appointment of a receiver without regard to the adequacy of the security for any of the Obligations. Notwithstanding anything to the contrary contained in this Deed of Trust, the assignment of Rents and Profits contained in this Section is an absolute assignment and not an assignment as security. Neither the assignment of Rents and Profits contained in this Section nor any action taken by Lender to collect the Rents and Profits shall be deemed to make Lender a mortgagee-in-possession of the Property or shall be deemed to render Lender directly or indirectly liable or responsible for (i) the use, control, condition, care, operation, occupancy, management, repair, or leasing of the Property; (ii) the production of Rents and Profits from the Property; or (iii) the performance or observance of any or all of Borrower's duties, obligations, representations, or warranties under any Leases or other agreements relating to the Rents and Profits. Lender shall have no responsibility or liability of any kind for any failure or delay by Lender in enforcing any of the terms or conditions of this Section 2.14.

(b) **Applications of Rents and Profits Prior to Revocation of License.** Borrower shall apply the Rents and Profits to the payment of all reasonable and necessary operating costs and expenses of the Property, installment payments due in connection with the Loan and any Future Advances, payment of Impositions, and a reasonable reserve for future reasonable and necessary expenses, repairs and replacements relating to the Property before using the Rents and Profits for any other purpose which does not directly benefit the Property.

(c) **Notices to Tenants.** Upon revocation of the license described in Section 2.14(a) above, Borrower irrevocably authorizes and directs all Tenants under the Leases to comply with any notice or demand by Lender for payment to Lender of any Rents and Profits or for the performance of any of the Tenant's other respective obligations under the Leases, regardless of any conflicting demand by Borrower or notice by Borrower to any Tenant that Lender's demand is invalid or wrongful. No Tenant shall have any duty to inquire as to whether any default by Borrower has occurred under the Loan Documents in connection with any notice or demand by Lender under this Section.

2.15 Sales, Transfers, and Further Encumbrances. Lender shall have the right, at its option and without notice to or demand on Borrower, to declare any or all Obligations to be immediately due and payable if any of the following events occurs without Lender's prior written consent: (a) the sale, conveyance, transfer, mortgage, encumbrance, lease (except for the leasing of space in the Improvements which is permitted under Section 2.19 below), or alienation of all or any part of the Property or any interest in the Property, whether voluntary or involuntary, or Borrower's grant of any option or agreement to effect any such transaction; (b) if Borrower or any General Partner or Manager of Borrower is a partnership, the admission, withdrawal, retirement or removal of any general partner of Borrower or any of Borrower's General Partners or Managers, or the sale or transfer of more than twenty-five percent (25%) of the beneficial interests in Borrower or any of Borrower's General Partners or Managers; (c) if Borrower or any General Partner or Manager of Borrower is a corporation, the sale or transfer of an aggregate of more than twenty-five percent (25%) of any class of stock in such corporation or the issuance by such corporation of additional stock to any Person who is not a shareholder in such corporation as of the date of this Deed of Trust; (d) if Borrower or any General Partner or Manager of Borrower is a limited liability company, the appointment, withdrawal, retirement or removal of any Manager of Borrower or any of Borrower's General Partners or Managers or the sale or transfer of more than twenty-five percent (25%) of the beneficial interests in Borrower or any of Borrower's General Partners or Managers; (e) if Borrower or any of Borrower's General Partners or Managers is a corporation, partnership, or limited liability company, the dissolution or liquidation of Borrower or any of Borrower's General Partners or Managers; or (f) any material change in the character or use of all or part of the Property, including drilling for or the extraction of oil, gas or any other hydrocarbon substance or the lease of all or any part of the Property for any such purpose. Without limiting the generality of any provision of this Deed of Trust (including Section 6.8 below), Lender's consent to any or all of the events described in this Section may be withheld by Lender in its sole and absolute discretion. Lender's consent to any event described in this Section shall not be deemed to be a consent to, or a waiver of the right to require such consent for, any other event. For purposes of this Deed of Trust, (i) the term

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"partnership" includes a general partnership, limited partnership, limited liability partnership, and joint venture; and (ii) the term "Manager" means any Person who is acting as a manager of a limited liability company, including any member who is acting in such capacity.

2.16 Request for Lender's Consent to Transfers. All requests by Borrower for Lender's consent under Section 2.15 above (a) shall specifically describe the transaction with respect to which Lender's consent is requested; (b) shall be delivered to Lender not less than thirty (30) days before Borrower proposes to take the action with respect to which Lender's consent is requested; (c) shall be accompanied by complete and accurate copies of all documents relating to the transaction with respect to which Lender's consent is requested, including financial statements and other information regarding the proposed transferee; and (d) shall be accompanied by a non-refundable review fee payable to Lender in the amount of $750. Borrower acknowledges and agrees that Lender's right to withhold its consent, in its sole and absolute discretion, to any or all of the events described in Section 2.15 above is based, in part, on the fact that Borrower's particular financial condition, credit history, character, experience, ability and expertise, as represented by Borrower to Lender, were material and important factors in Lender's decision to make the Loan, and that Lender will continue to rely on such matters to insure satisfactory compliance with the Loan Documents during the entire term of the Loan. If Lender, in its sole and absolute discretion, consents to any of the transactions described in Section 2.15 above, (i) such consent shall not be deemed to release Borrower or any other Person liable for payment or performance of the Obligations, and Borrower and such Persons shall continue to remain liable for payment and performance of the Obligations in accordance with the terms of the Loan Documents, unless expressly released pursuant to a further written agreement signed by Lender; and (ii) such consent shall be conditioned on [A] the payment to Lender of all costs, fees, and expenses incurred by Lender in connection with its review, analysis, and preparation of documents with respect to the proposed transaction, including all attorneys' fees and costs incurred by Lender; and [B] the satisfaction of such other conditions as Lender, in its sole and absolute discretion, may establish in connection with the proposed transaction. Nothing contained in this Section constitutes or shall be construed as an agreement by Lender to consent to any or all of the transactions described in Section 2.15 above or to impair or otherwise affect in any way Lender's right to withhold its consent to any or all of such transactions in Lender's sole and absolute discretion.

2.17 Subordinate Mortgages. If Lender consents to any other Lien on the Property ("Subordinate Mortgage"), or if the prohibition on Borrower's execution of any Subordinate Mortgage is unenforceable under applicable law, Borrower shall not execute any Subordinate Mortgage unless Borrower has first delivered to Lender a written agreement, acceptable to Lender, executed by the holder of the Subordinate Mortgage which provides that (a) the Subordinate Mortgage is and shall at all times remain unconditionally subject and subordinate to this Deed of Trust; (b) if any action or proceeding is commenced to foreclose the Subordinate Mortgage, no Tenant under any Lease shall be named as a defendant in such action or proceeding, nor shall such action or proceeding terminate any Lease, without Lender's prior written consent; (c) all Rents and Profits, whether collected directly by the holder of the Subordinate Mortgage or through a receiver, shall be applied first to the Obligations, second to the payment of the Impositions, and thereafter to payment of maintenance and operating costs relating to the Property; and (d) the holder of the Subordinate Mortgage shall give written notice to Lender not later than ten (10) days prior to commencing any judicial or nonjudicial action or proceeding to foreclose the Subordinate Mortgage. Borrower acknowledges and agrees that Lender's determination as to whether or not to grant its consent to any proposed Subordinate Mortgage shall be based upon, among other things, the debt coverage ratio of the combined Obligations secured by this Deed of Trust and the indebtedness to be secured by such proposed Subordinate Mortgage, in addition to such other factors as Lender, in its sole and absolute discretion, shall determine to be relevant or appropriate.

2.18 Fixtures. Notwithstanding Section 2.15 above, Borrower may from time to time replace any Fixtures constituting a part of the Property in the ordinary course of Borrower's business, provided that (a) the replacement property for such Fixtures is at least equivalent in value, character, and quality to the Fixtures being replaced; (b) Borrower has good and marketable title to such replacement property free and clear of all liens, claims, and interests other than the lien of this Deed of Trust; and (c) this Deed of Trust shall constitute a first lien on such replacement Property.

2.19 Permitted Leasing; Residential Exclusion; Assignment of and Compliance with Leases. Notwithstanding Section 2.15 above, Borrower shall have the right to enter into Leases in the ordinary course of Borrower's business without Lender's prior written consent, provided that all of the following conditions are satisfied: (a) the term of such Lease, including any extension or renewal options, does not exceed a total of five (5) years and the premises which are the subject of such Lease contain less than twenty percent (20%) of the total rentable square footage of the Improvements; (b) the form used for such Lease represents a commercially reasonable lease form or has been approved in writing by Lender prior to Borrower's execution of the Lease; (c) the rental and all other charges under such Lease (i) are not more favorable to the Tenant than pro forma rental and other charges which have been approved in writing by Lender not more than six (6) months prior to Borrower's execution of such Lease, and such approval has not been modified or revoked at the time the Lease is executed by Borrower; or (ii) are at the then current fair market rate for comparable space and represent terms agreed upon in a bona fide arm's length lease transaction with a tenant who is not in any way affiliated with Borrower; (d) such Lease is unconditionally subordinate to this Deed of Trust and contains an attornment provision consistent with Section 2.20 below; (e) no Event of Default has occurred and is continuing at the time of Borrower's execution of such Lease; and (f) Borrower provides Lender with an accurate and complete copy of such Lease within ten (10) business days after such Lease is executed by Borrower. The foregoing provisions of this Section 2.19 shall not apply to residential Leases. Upon Lender's request, Borrower (i) shall execute, acknowledge and deliver to Lender an absolute and unconditional assignment acceptable to Lender of all of Borrower's interest in all Leases and all guaranties of and security for the Tenants' respective obligations under the Leases, and (ii) shall promptly deliver to Lender a true and complete copy of residential Leases. Borrower shall perform and discharge all obligations of the lessor under the Leases in accordance with the terms thereof and shall diligently enforce all remedies available to Borrower in a commercially reasonable manner in the event of a default by the Tenant under any Lease.

2.20 Attornment at Lender's Option. Each Tenant who enters into a Lease for the Property after the date of recordation of this Deed of Trust (each such Lease is referred to as a "Subordinate Lease") and who has not entered into a written

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non-disturbance and attornment agreement with Lender shall be deemed to have agreed to attorn to Lender and accept Lender as the landlord under its Lease on the terms of this Section. If Lender acquires title to the Property by judicial or nonjudicial foreclosure under this Deed of Trust or by deed in lieu of foreclosure under this Deed of Trust, Lender, at its option, shall have the right to require any or all Tenants under Subordinate Leases to attorn to and accept Lender as the landlord under such Tenant's Subordinate Lease (the "Attornment Option") by giving written notice to such Tenant within thirty (30) days after the date on which Lender acquires title to the Property (the "Acquisition Date"). If Lender exercises the Attornment Option with respect to any Subordinate Lease, such attornment shall be effective and self-operative as of the Acquisition Date without the execution of any further documents on the part of the Tenant, Lender, or any other party, and the Tenant under the Subordinate Lease shall be bound to Lender under all of the terms, covenants, and conditions of the Subordinate Lease for the remaining balance of the term thereof, with the same force and effect as if Lender were the landlord under such Lease. Whether or not Lender exercises its Attornment Option with respect to any Subordinate Lease, Lender (except to the extent required by applicable law) (a) shall not be liable for any act or omission of any prior landlord under any Subordinate Lease, including Borrower; (b) shall not be subject to any offset, defense, or claim which any Tenant may have against any prior landlord under any Subordinate Lease, including Borrower; (c) shall not be obligated (i) to return any security deposit now or hereafter paid by any Tenant; (ii) to return any prepaid rent or other amounts prepaid by any Tenant; or (iii) to grant any Tenant a credit for any such security deposit, prepaid rent or other prepaid amounts (excluding monthly rent and other charges which have not been prepaid for more than one month in advance), except to the extent, if any, that Lender has actually and unconditionally received such security deposit, prepaid rent or other prepaid amounts; and (d) shall not be obligated to complete the construction of any or all Improvements. Without limiting the terms of this Section, upon Lender's request, each Tenant under a Subordinate Lease shall execute and deliver to Lender any document which Lender determines to be necessary or appropriate to evidence such Tenant's attornment to Lender on the terms of this Section, including a new lease with Lender on the same terms and conditions as the Subordinate Lease for a term equal to the unexpired term of the Subordinate Lease. Nothing contained in this Section shall be deemed to obligate Lender to recognize any Subordinate Lease or accept an attornment by any Tenant upon Lender's acquisition of title to the Property. If Lender elects not to exercise the Attornment Option within the time period specified in this Section with respect to any Subordinate Lease, such Subordinate Lease and all of the rights, privileges and powers of the Tenant thereunder shall automatically terminate and shall be of no further force or effect from and after the Acquisition Date.

2.21 Termination or Modification of Leases. Without Lender's prior written consent, and except as otherwise expressly permitted by the Loan Documents (including Section 2.22 below), Borrower shall not (a) terminate, cancel, accept a surrender of, agree to any material modification to, or waive any of Borrower's material rights under any of the Leases, except cancellation of a Lease based on a material default by the Tenant thereunder; (b) collect rent under any of the Leases for more than one (1) month in advance; (c) agree to subordinate any of the Leases to any other Lien; (d) discount the rent or other amounts payable under any of the Leases or release any Tenant or any other party liable for the performance of any Tenant's obligations under any of the Leases; (e) consent to any sublease or to the assignment of all or part of any Tenant's interest under the Leases; or (f) in any other manner impair Lender's rights with respect to or interest in the Rents and Profits. Any attempted termination, cancellation, surrender, modification, or subordination of a Lease in violation of this Section shall be void. Borrower shall give immediate written notice to Lender of (i) any material default by any Tenant under any of the Leases; (ii) any notice received by Borrower from any Tenant under any of the Leases claiming any material default or material breach by Borrower under such Tenant's Lease; and (iii) any other material default by Borrower under any of the Leases of which Borrower is aware. Upon Lender's request, Borrower shall furnish to Lender all material information which Lender may reasonably require regarding Borrower's or any Tenant's performance under any or all of the Leases. The foregoing provisions of this Section 2.21 shall not apply to residential Leases.

2.22 Permitted Lease Modifications. Notwithstanding Section 2.21 above, and provided that no Event of Default has occurred and is continuing under the Loan Documents, Borrower shall have the right to enter into a modification, amendment, or supplement to a Lease (referred to collectively as a "Lease Modification") without Lender's prior written consent, provided that (a) the Lease Modification (i) is and at all times remains subordinate to this Deed of Trust; (ii) is not material in nature; (iii) does not affect the rent (including base rent, percentage rent, and common areas charges) payable by the Tenant, term, or any other monetary or economic term of such Lease; (iv) does not modify in any material respect the permitted use of the premises under such Lease; (v) does not change the identity of the Tenant under such Lease; (vi) does not materially increase any obligation of the landlord under such Lease; and (vii) Borrower provides Lender with a complete and accurate copy of the Lease Modification within ten (10) business days after such Lease Modification becomes effective, or (b) the Lease is a residential Lease.

2.23 Lender's Approval of New Leases and Lease Modifications. Provided that no Event of Default has occurred and is continuing under the Loan Documents, Lender shall exercise its right to grant or withhold its approval of any proposed new Lease ("New Lease") or Lease Modification which requires Lender's approval under the terms of the Loan Documents in Lender's good faith business judgment. Lender shall give written notice to Borrower of Lender's approval or disapproval of any New Lease or Lease Modification which requires Lender's approval following Lender's receipt of a complete and accurate copy of the New Lease or Lease Modification, as applicable, together with current financial statements for the Tenant thereunder and such other information regarding the New Lease or Lease Modification, as applicable, as Lender reasonably may request in order to enable Lender to make a reasonably informed decision with respect to the New Lease or Lease Modification. Borrower may enter into a New Lease or Lease Modification which requires Lender's approval prior to obtaining such approval, provided that the New Lease or Lease Modification, as applicable, and the Borrower's obligations thereunder are expressly conditioned on Borrower obtaining Lender's approval.

2.24 Financial Statements and Information; Books and Records; Estoppel Certificates; Management.

(a) Financial Statements. Within ninety (90) days after the close of Borrower's fiscal year, Borrower shall deliver to Lender a balance sheet and a statement of profit and loss for Borrower for such fiscal year. Within ninety (90) days after the close of the fiscal year for (a) each Guarantor; (b) each general partner of Borrower ("General Partner"), if Borrower is a partnership; and (c) each Manager of Borrower, if Borrower is a limited liability company, Borrower shall cause each such Guarantor, General Partner, and Manager to provide Lender with a balance sheet and a statement of profit and loss for such Guarantor, General Partner, and Manager for such fiscal year. Borrower shall cause all financial statements furnished to Lender under this Section to be certified by the party to whom such statements apply. If Borrower or any Guarantor, General Partner or Manager has audited financial statements prepared, Borrower shall cause a copy of such audited financial statements to be delivered to Lender within thirty (30) days after such statements are received by Borrower or the Person to whom such statements apply. Borrower and each Person whose financial statements are provided to Lender under this Section shall, by submitting such statements to Lender, be conclusively deemed to have certified to Lender, in addition to any other certifications contained in such statements, that the financial statements furnished to Lender (i) are accurate and complete in all material respects as of the dates appearing thereon; (ii) present fairly the financial condition and results of operations of the Person to whom the statements apply as of the date and for the period shown in such statements; and (iii) disclose all material suits, actions, proceedings and contingent liabilities affecting the Person to whom the financial statements apply. Borrower shall provide Lender with such other information concerning the financial condition and affairs of Borrower, the Guarantors, the General Partners, and Managers as Lender may reasonably require within ten (10) business days after Lender's request for such information. Borrower shall deliver to Lender, or cause to be delivered to Lender, a complete and accurate copy of each federal income tax return filed by Borrower and any Guarantor, General Partner, and Manager within thirty (30) days after the date on which each such return is filed.

(b) Financial Information. Lender, at its option and in its sole discretion, shall have the right to request Borrower to deliver to Lender, within ten (10) days of Lender's request, updated financial information, including without limitation; a balance sheet and profit and loss statement (if Borrower is a business entity), provided that such request shall be limited to one time per year unless there exists an uncured Event of Default. Borrower acknowledges that in connection with Lender's periodic review of Borrower's credit, Borrower authorizes Lender to make inquiries it deems necessary and prudent for the purposes of (i) analyzing the financial information provided to Lender, (ii) evaluating and re-verifying, from time to time, the credit-worthiness and financial condition of Borrower and, if applicable, the Guarantors and the General Partners or Managers of Borrower, and (iii) evaluating the Property.

(c) Operating Statements. If the Property consists of a Commercial Project, within ninety (90) days after the end of each calendar year, and within ten (10) business days after Lender's request from time to time, Borrower shall deliver to Lender an accurate and complete annual operating statement for the Property for the immediately preceding calendar year or twelve (12) month period, as applicable. All such operating statements shall be in a form reasonably acceptable to Lender and shall contain such detail as Lender may require to provide Lender with a complete and accurate statement of all income, receipts, payments, rents, reimbursements, deposits, and other revenues of every kind from the Property and all operating expenses of every kind paid or incurred with respect to the Property, including taxes, insurance, utilities, salaries, wages and personnel costs, leasing costs and commissions, maintenance and repair costs, legal and accounting fees and expenses, advertising and promotion costs, management fees, and expenditures for capital improvements. Each operating statement delivered by Borrower to Lender under this Section shall be signed by Borrower and shall be certified as being accurate and complete by Borrower. At any time after Lender's receipt of any of the operating statements described in this Section or in Section 2.24(f) below, within ten (10) business days after Lender's request, Borrower shall deliver to Lender copies of such invoices, bank statements, canceled checks, and other supporting documentation as Lender may designate to substantiate any or all matters reflected in the operating statements received by Lender.

(d) Rental Statements. If the Property consists of a Commercial Project, within ninety (90) days after the end of each calendar year, and within ten business (10) days after Lender's request from time to time, Borrower shall deliver to Lender an accurate and complete rent statement for the Property (the "Rent Statement") as of the last day of the most recent calendar month showing (i) the leasing status of all space in the Buildings, including information as to whether such space is vacant or subject to a Lease; and (ii) with respect to each space in the Buildings that has been leased, [A] the name of the Tenant renting the space; [B] the premises occupied by each of the Tenants; [C] the current monthly rent and all other amounts payable by such Tenant under such Lease; [D] the total amount of all prepaid rent received by Borrower from such Tenant; [E] the total amount of any security deposit or other deposit received by Borrower from such Tenant; [F] the expiration date of the term of such Lease or nature of the tenancy under such Lease; [G] the rent payment dates and the amount of any delinquent rent or other payments owing by such Tenant; [H] extension or renewal options under the Leases; [I] any rent or other concessions granted to, and any claims or offsets asserted by, any Tenants; and [J] such other information as Lender may designate. Each Rent Statement delivered by Borrower to Lender under this Section or Section 2.24(f) below shall be signed by Borrower and shall be certified as being accurate and complete by Borrower.

(e) Books and Records. If the Property consists of a Commercial Project, Borrower shall keep and maintain complete and accurate Books and Records at Borrower's principal place of business, and Borrower shall not remove the Books and Records from such location without Lender's prior written consent. Lender shall have access to the Books and Records at all reasonable times upon reasonable prior notice [which shall not be less than three (3) business days] for the purposes of examination, inspection, verification, copying and for any other reasonable purpose. The Books and Records shall include a complete and accurate record of all costs incurred and payments made in connection with the design, construction, improvement, development, use, ownership, operation, maintenance, repair, and marketing of the Property. If (i) Borrower fails to provide Lender with any annual financial statement or income tax return, annual operating statement, or annual Rent Statement which Borrower is required to deliver to Lender under Sections 2.24(a), 2.24(c) and 2.24(d) above within the required time period; and (ii) Borrower fails to cure such failure

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within thirty (30) days after the date on which the latter of two separate written notices is given by Lender to Borrower (the second of which shall be given by Lender not sooner than ten (10) days after the date on which the first of such notices is given) notifying Borrower of such failure and of the fact that a late charge in the amount of $750 will be imposed on Borrower if Borrower fails to cure the failure within the time provided by this Section, then Borrower immediately shall pay to the Lender a late charge in the amount of $750. Borrower agrees that the actual damages suffered by Lender because of any failure to deliver the information described in the immediately preceding sentence are extremely difficult and impracticable to ascertain, and the late charge described in this Section represents a reasonable attempt to fix such damages under the circumstances existing at the time this Deed of Trust is executed. Lender's acceptance of such late charge shall not constitute a waiver of any breach by Borrower of its obligation to provide the information required by Section 2.24 of this Deed of Trust or any of the other terms of the Loan Documents and shall not affect Lender's right to enforce any of its rights and remedies against Borrower or any other any Person under the Loan Documents.

(f) Additional Reports and Information. If the Property consists of a Commercial Project, within ten (10) business days after Lender's request from time to time, Borrower shall deliver to Lender such additional information available to Borrower and reports as Lender may reasonably request concerning the Property and the business and affairs of Borrower or any Guarantor, General Partner, or Manager, including (i) a balance sheet and profit and loss statement for the most recent fiscal year and for the most recent fiscal year-to-date quarterly period or periods of Borrower or any Guarantor, General Partner, or Manager, each of which shall be certified and otherwise prepared in accordance with the requirements of Section 2.24(a) above; (ii) quarterly or monthly operating statements from Borrower for the Property for each calendar quarter or month containing the same detailed information required to be included in the operating statements described in Section 2.24(c) above; (iii) quarterly or monthly Rent Statements from Borrower for the Property for each calendar quarter or month containing the same detailed information required to be included in the Rent Statements described in Section 2.24(d) above; (iv) copies of all financial statements and reports that Borrower sends to its partners or shareholders, if any; (v) copies of all reports which are available for public inspection or which Borrower is required to file with any Governmental Authorities; (vi) a certificate executed by Borrower, dated within ten (10) business days of the date of delivery of such certificate to Lender, stating that Borrower knows of no Event of Default under the Loan Documents or, if an Event of Default exists, stating the nature of the default and what action Borrower has taken or proposes to take with respect to such Event of Default; (vii) complete and accurate as-built plans for all Buildings located on the Land, if to the extent such plans are in Borrower's possession or control; (viii) complete and accurate copies of all Leases and any currently effective letters of intent or proposals to lease all or part of the Property received or made by or behalf of Borrower; and (ix) the most recent years' federal income tax returns for Borrower or any Guarantor, General Partner, or Manager. All financial statements that are required to be provided to Lender under this Section 2.24 shall be on Lender's standard form of financial statement or on such other form as may be reasonably acceptable to Lender. Lender may exercise its rights to require additional reports and information under this Section at any time and from time to time on such periodic basis as Lender reasonably shall determine to be necessary or appropriate, including annual requests on the anniversary of the date of recordation of this Deed of Trust.

(g) Notice of Certain Matters. Borrower shall promptly notify Lender in writing of (i) any claim, demand, right, or Lien relating to the Property which may be adverse to the lien of this Deed of Trust; (ii) any material loss, depreciation, or adverse change in the value of the Property and any other occurrence which may materially and adversely affect Lender's lien on the Property; (iii) any material adverse change in Borrower's ability to perform any or all of the Obligations; (iv) any event or condition which constitutes an Event of Default; and (v) any dispute between Borrower and any Governmental Authority relating to the Property which may have a material adverse effect on the Property.

(h) Estoppel Certificates. Within ten (10) business days after Lender's request, Borrower shall deliver to Lender a written statement signed and acknowledged by Borrower and certified by Borrower to be accurate stating (i) the original principal amount of the Note; (ii) the unpaid principal balance of the Note and the amount of all other monetary Obligations secured by this Deed of Trust; (iii) the rate of interest on the unpaid principal balance of the Note; (iv) the terms of payment and maturity date of the Note; (v) the date installments of interest, principal, or both principal and interest were last paid; (vi) that, except as specifically provided in such statement, there are no defaults by Borrower under the Loan Documents or events which with the passage of time or the giving of notice, or both, would constitute an Event of Default under the Loan Documents; (vii) that the Loan Documents are valid, legal and binding obligations of Borrower and have not been modified (or if modified, stating the specific terms of such modification); (viii) whether Borrower contends that any offsets or defenses exist against the Obligations secured by this Deed of Trust and whether Borrower has any claims of any kind against Lender and, if so, a detailed description of such offsets, defenses, and claims; (ix) that all Leases affecting the Property identified in a current Rent Statement are in full force and effect (or if any of such Leases is not in full force, stating the basis on which the Lease has been terminated or cancelled); (x) the date to which the rents have been paid pursuant to all Leases affecting the Property; (xi) whether or not, to the best of Borrower's knowledge, any of the Tenants under the Leases affecting the Property are in default under such Leases and, if any of Tenants is in default, setting forth the specific nature of all such defaults; (xii) the amount of security deposits held by Borrower under each Lease affecting the Property and that such amount is consistent with the amounts required under each Lease; and (xiii) such other information with respect to the Obligations, the Loan Documents, the Property, or the Leases as Lender may reasonably require, including evidence acceptable to Lender of Borrower's compliance with any of the terms of the Loan Documents which are specifically identified in Lender's request. With respect to all statements, information and reports that Borrower submits to Lender pursuant to this Deed of Trust, including pursuant to this Section 2.24, Borrower shall be deemed conclusively to have certified to Lender, whether or not such statements, information or reports have been signed by Borrower, that [A] such statements, information and reports are accurate and complete in all material respects as of the date or for such periods as may be shown in the statements, information, and reports; and [B] such statements, information, and reports do not omit to state any facts or other information so as to make the statements, information, or reports submitted to Lender misleading in any material respect.

(i) Management. The Property shall be managed by either (a) Borrower or an entity affiliated with Borrower who has been approved by Lender, provided that the Lender determines that Borrower or such affiliated entity is at all times managing the Property in accordance with good quality and generally accepted management practices for properties similar to the

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Property; or (b) a professional property management company acceptable to Lender. If the Property is managed by an entity affiliated with Borrower or a professional property management company, such management shall be pursuant to a written management agreement acceptable to Lender.

2.25 Inspection. Lender shall have the right at all reasonable times (a) upon reasonable prior written or telephonic notice (except that no such notice shall be required in the case of an emergency or any inspection limited to the public areas or common areas of the Property) to enter upon and inspect the Property, including any entry which Lender determines is necessary or appropriate in connection with enforcing or exercising any right, remedy or power available to or conferred on Lender under the Loan Documents; (b) to contact any Person to verify any information provided or disclosed by Borrower to Lender; and (c) to release such information regarding the Property, Borrower, or the Obligations as Lender may determine to be necessary or appropriate in connection with enforcing or exercising any right, remedy or power available to or conferred on Lender under the Loan Documents. Lender shall have no obligation or duty to inspect the Property or the Books and Records, and all such inspections by Lender shall be for Lender's sole benefit and not for the benefit of Borrower or any other Person.

2.26 Defense of Actions and Protection of Security by Borrower. Borrower shall appear in and defend any action or proceeding commenced by any Person other than Lender which affects or which Lender determines may affect any or all of the following: (a) the Property; (b) the Insurance Claims, Condemnation Claims, or Property Claims; (c) Lender's, Trustee's or Borrower's respective rights and obligations under the Loan Documents; (d) the Obligations; or (e) any other transaction or matter which affects Lender by reason of its interest in the Property. Borrower shall promptly commence and diligently prosecute all actions and proceedings which are necessary or appropriate or which Lender determines may be necessary or appropriate to do any or all of the following: (i) prevent any damage, destruction, or injury to the Property; (ii) enforce or recover upon the Insurance Claims, Condemnation Claims or Property Claims or collect the Insurance Proceeds, Condemnation Proceeds, or Property Proceeds; or (iii) to preserve, protect, maintain, and defend the Property and Lender's lien thereon.

2.27 Leasehold Estates. The following provisions in this Section 2.27 shall apply only if this Deed of Trust encumbers a Ground Lease:

(a) Borrower's Obligations under Ground Lease. If this Deed of Trust encumbers a Ground Lease, Borrower (i) shall perform all obligations of the tenant under the Ground Lease and shall not permit or suffer any default by Borrower under the terms of the Ground Lease; (ii) shall not amend, modify, terminate, cancel, or surrender its interest in the Ground Lease without Lender's prior written consent; (iii) shall give immediate written notice to Lender of [1] any default by the landlord under the Ground Lease (the "Lessor"); [2] any notice received by Borrower from the Lessor of any default by Borrower under the Ground Lease; and [3] any other default by Borrower under the Ground Lease of which Borrower is aware; and (iv) shall furnish to Lender all information which Lender may require regarding Borrower's performance under the Ground Lease.

(b) Leasehold Estate. Whenever the context of this Deed of Trust so requires, the term Property shall be deemed to include the leasehold estate under the Ground Lease and any other interest of Borrower in the real property which is the subject of the Ground Lease.

(c) Acquisition of Title. If Borrower shall, directly or indirectly, acquire fee title or any other estate or interest in the real property which is the subject of the Ground Lease, this Deed of Trust shall attach to and encumber such fee title or other estate or interest without further action by Borrower, Trustee or Lender.

(d) No Merger. There shall be no merger of the leasehold estate arising under the Ground Lease with all or any portion of the fee estate in the real property which is the subject of the Ground Lease by reason of the fact that such leasehold estate may be held by any Person who shall hold all or any portion of such fee estate in the real property which is the subject of the Ground Lease, unless Lender shall expressly agree otherwise in writing.

(e) Cure Rights. If Borrower fails to perform any of its obligations as tenant under the Ground Lease, Lender shall have the right to pay or perform any or all of such obligations in such manner and to such extent as Lender determines to be necessary or appropriate to preserve or protect the security for the Obligations. All costs and expenses, including without limitation attorneys' fees, incurred by Lender in connection with the payment or performance of such obligations shall be payable by Borrower to Lender on Lender's demand, shall bear interest at the rate specified in the Note from the date of expenditure, and shall be deemed to be secured by this Deed of Trust and all other agreements given by Borrower to secure the Note. Nothing contained in this Deed of Trust shall be construed to obligate Lender to pay or perform any of Borrower's obligations under the Ground Lease, and no election by Lender to pay or perform such obligations shall constitute a waiver of any default by Borrower under this Deed of Trust.

2.28 Enforcement of Covenants and Restrictions. If any of the Covenants and Restrictions apply to Persons owning or occupying real property which is adjacent to or in the vicinity of the Property, Borrower shall diligently enforce the Covenants and Restrictions against such Persons if (a) such Persons have breached their obligations under the Covenants and Restrictions; and (b) such breach has not been cured by such Persons within ninety (90) days after a request by Lender to Borrower to enforce the Covenants and Restrictions.

2.29 Appraisals. Upon receipt of written notice from Lender that either Lender or a federal or state regulatory agency having jurisdiction over Lender reasonably believes that the fair market value of the Property may have substantially declined since the date of Lender's last appraisal of the Property, Borrower shall obtain, as promptly as possible and at Borrower's expense, an updated

Appraisal of the Property, in form and substance satisfactory to Lender and such regulatory agency from an appraiser satisfactory to Lender in its sole discretion.

2.30 Agricultural Property. If the Property consists in whole or in part of agricultural property, Borrower (a) shall farm the same using good and proper practices of husbandry; (b) shall keep all crops, trees and vines on the Property properly cultivated, irrigated, fertilized, sprayed, fumigated and maintained; and (c) shall promptly replace all dead or unproductive crops, trees or vines.

2.31 Further Assurances. Upon Lender's request, Borrower shall execute, acknowledge and deliver to Lender such further documents and agreements and take such further actions as Lender may reasonably require from time to time to effectuate or carry out the purposes of the Loan Documents or to evidence, perfect, maintain, preserve or protect Lender's lien on the Property, including Borrower's execution of security agreements, assignments, financing statements, and continuation financing statements. Upon Lender's request, Borrower shall execute, acknowledge and deliver to Lender an assignment acceptable to Lender of such additional rights, privileges, Governmental Permits, and documents relating to the Property as Lender may reasonably determine to be necessary or appropriate in connection with the design, construction, improvement, development, use, ownership, operation, maintenance, repair or marketing of the Property.

ARTICLE 3

EVENTS OF DEFAULT

Lender, at its option, shall have the right to declare Borrower to be in default under this Deed of Trust and the other Loan Documents upon the occurrence of any or all of the following events:

3.1 Payment of Note and Other Monetary Obligations Under Loan Documents. If Borrower fails to pay any of its indebtedness under the Note or perform any of its other obligations under the Loan Documents or under any other document with Lender requiring the payment of money to Lender or any third Person within ten (10) days after the date on which such indebtedness or monetary obligation is due; provided, however, that the ten (10) day grace period contained in this Section 3.1 shall not apply to Borrower's obligation to pay the outstanding principal balance and all accrued but unpaid interest under the Note on the stated maturity date of the Note;

3.2 Performance of Non-Monetary Obligations Under Other Loan Documents. If Borrower breaches or otherwise fails to perform any of its non-monetary obligations to Lender or any third Person under any of the Loan Documents or under any other document with Lender when due;

3.3 Other Agreements with Lender. If Borrower fails to pay any of its indebtedness or to perform any of its obligations under any document between the Borrower and Lender (other than the Loan Documents) when due;

3.4 Misrepresentation. If any request, statement, information, certification, or representation, whether written or oral, submitted or made by Borrower to Lender in connection with the Loan or any other extension of credit by Lender to Borrower is false or misleading in any material respect;

3.5 Insolvency of Borrower. If (a) a petition is filed by or against Borrower under the federal bankruptcy laws or any other applicable federal or state bankruptcy, insolvency or similar law; (b) a receiver, liquidator, trustee, custodian, sequestrator, or other similar official is appointed to take possession of Borrower or the Property, or Borrower consents to such appointment; (c) Borrower makes an assignment for the benefit of creditors; (d) Borrower takes any action in furtherance of any of the foregoing; or (e) there is a material adverse change in Borrower's financial condition as represented to Lender in connection with Lender's approval of the Loan and Lender reasonably determines that such change materially impairs Borrower's ability to perform any or all of the Obligations; provided, however, that Borrower shall have thirty (30) days within which to cause any involuntary bankruptcy proceeding to be dismissed or the involuntary appointment of any receiver, liquidator, trustee, custodian, or sequestrator to be discharged. The cure provision contained in this Section shall be in lieu of, and not in addition to, any and all other cure provisions contained in the Loan Documents;

3.6 Insolvency of Other Persons. If any of the events specified in parts (a) through (e) of Section 3.5 above occurs with respect to (a) any General Partner of Borrower, if Borrower is a partnership; (b) any of the Guarantors; or (c) any Manager of Borrower, if Borrower is a limited liability company;

3.7 Performance of Obligations to Senior Lien Holders or Third Persons. If (i) Borrower fails to pay any of its indebtedness or to perform any of its obligations under any agreement between Borrower and any other Person who holds a Lien senior to this Deed of Trust when due; or (ii) Borrower fails to pay any of its indebtedness or to perform any of its obligations when due under any other material document between Borrower and any other Person. Nothing contained in this Section constitutes or shall be construed as Lender's consent to any Lien being placed on the Property which is senior to the lien of this Deed of Trust;

3.8 Attachment. If all or any material part of the assets of Borrower, any of the Guarantors, or any General Partner or Manager of Borrower are attached, seized, subjected to a writ or levied upon by any court process and Borrower fails to cause such attachment, seizure, writ or levy to be fully released or removed within sixty (60) days after the occurrence of such event. The cure

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provision contained in this Section shall be in lieu of, and not in addition to, any and all other cure periods contained in the Loan Documents;

3.9 Injunctions. If a court order is entered against Borrower, any of the Guarantors, or any General Partner or Manager of Borrower enjoining the conduct of all or part of such Person's business and Borrower fails to cause such injunction to be fully stayed, dissolved or removed within sixty (60) days after such order is entered. The cure provision contained in this Section shall be in lieu of, and not in addition to, any and all other cure periods contained in the Loan Documents;

3.10 Dissolution. If Borrower, any of the Guarantors, or any General Partner or Manager of Borrower is a corporation, partnership, limited liability company or trust, the dissolution, liquidation, or termination of existence of such Person;

3.11 Transfers of Partnership Interests. If Borrower is a partnership (a) the admission, withdrawal, death, retirement, or removal of any General Partner of Borrower; (b) the sale or transfer of an aggregate of more than twenty-five percent (25%) of the beneficial interests in Borrower; or (c) Lender's receipt of any conflicting written instructions or written demands relating to the Loan from any partners of Borrower which Lender reasonably determines have a material adverse effect on Lender's ability to service or administer the Loan;

3.12 Transfers of Corporate Ownership. If Borrower is a corporation, the sale or transfer of an aggregate of more than twenty-five percent (25%) of any class of stock in such corporation or the issuance by such corporation of additional stock to any Person who is not a shareholder in such corporation as of the date of this Deed of Trust;

3.13 Transfer of Manager's Interests. If Borrower is a limited liability company, (a) the appointment, withdrawal, death, retirement or removal of any Manager of Borrower; (b) the sale or transfer of an aggregate of more than twenty-five percent (25%) of the beneficial interests of Borrower; or (c) Lender's receipt of any conflicting written instructions or written demands relating to the Loan from any members of Borrower which Lender reasonably determines have a material adverse effect on Lender's ability to service or administer the Loan;

3.14 Death; Incompetency. If Borrower, any of the Guarantors, or any General Partner or Manager of Borrower is an individual, the death or incompetency of such Person, except where applicable law limits or prohibits Lender's declaration of a default based on such occurrences; provided, however, that Lender shall not declare an Event of Default to exist based solely on the death or mental incompetence of any individual Guarantor, General Partner, or Manager if, within ninety (90) days after the occurrence of such event, (a) in the case of the death or mental incompetence of a Guarantor, Borrower causes a substitute guarantor to execute and deliver to Lender a continuing guaranty in the form previously executed by the affected Guarantor, and Lender in good faith determines that such substitute guarantor's financial condition is comparable to that of the affected Guarantor and that such substitute Guarantor is otherwise reasonably acceptable to Lender; and (b) in the case of the death or mental incompetence of a General Partner or Manager, Borrower causes a substitute general partner or manager, as applicable, to be admitted to Borrower or appointed, and Lender in good faith determines that the financial condition, credit history, character, experience, ability and expertise of such substitute general partner or manager are comparable to the affected General Partner or Manager and that such substitute general partner or manager is otherwise acceptable to Lender;

3.15 Impairment of Priority. If (i) the priority of this Deed of Trust or Lender's security interest under any of the other agreements securing any or all of the Obligations is impaired for any reason; or (ii) the value of the Property has deteriorated, declined or depreciated as a result of any intentional tortious act or omission by Borrower;

3.16 Condemnation. If all or any material part of the Property is transferred to any Governmental Authority as a result of any condemnation proceeding or action with respect to all or any material part of the Property;

3.17 Failure to Repair Casualty. If there is an uninsured casualty with respect to the Property, and Borrower (a) fails to commence repairs and reconstruction of the Property within ninety (90) days after such damage; or (b) thereafter fails to diligently prosecute such repairs and reconstruction to completion;

3.18 Transfers of Property. If any of the events described in Section 2.15 above occurs without Lender's prior written consent;

3.19 Default by Guarantors. If any Guarantor fails to pay any of its indebtedness or perform any of its obligations under any Guaranty for the benefit of Lender or under any other guaranty for the benefit of Lender or a third party when due or the revocation, limitation or termination or attempted revocation, limitation or termination of any of the obligations of any Guarantor under any Guaranty or guaranty for the benefit of Lender, except in accordance with the express written terms of such Guaranty or guaranty; or

3.20 Misrepresentation by Guarantors. If any request, statement, information, certification, representation or warranty, whether written or oral, submitted or made by any Guarantor to Lender in connection with the Loan or any other extension of credit by the Lender to Borrower or such Guarantor now or in the future is false or misleading in any material respect.

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ARTICLE 4

REMEDIES

Upon Lender's election to declare Borrower to be in default under this Deed of Trust and the other Loan Documents pursuant to Article 3 above, Borrower shall be deemed to be in default under this Deed of Trust and the other Loan Documents, and Lender shall have the following rights and remedies:

4.1 Acceleration. Lender shall have the right to declare any or all of the Obligations to be immediately due and payable, including the entire principal amount and all accrued but unpaid interest under the Note and all Future Advances, and notwithstanding the stated maturity of the Note or any Future Advances, such Obligations shall thereupon be immediately due and payable.

4.2 Entry by Lender. Whether or not Lender elects to accelerate any or all of the Obligations under Section 4.1 above, Lender shall have the right (a) to enter, take possession of, and manage, operate and lease the Property; (b) to take possession of any or all Books and Records; (c) to collect any or all Rents and Profits, whether or not Lender has taken possession of the Property; and (d) to take any or all actions which Lender determines to be necessary or appropriate in connection therewith or to preserve, protect, maintain and defend the Property and Lender's lien thereon, including (i) the exercise and enforcement of all of Borrower's rights under any or all of the Leases; (ii) the termination, acceptance of a surrender, modification or amendment of any or all of the Leases; (iii) the execution of new Leases on such terms and conditions as Lender determines to be appropriate; and (iv) the repair, alteration, improvement or completion of the Property in such manner and to such extent as Lender determines to be necessary or appropriate. If Lender elects to take possession of the Property or to take any or all of the other actions described in this Section by court process, Borrower irrevocably and unconditionally agrees that a receiver may be appointed by a court for such purpose pursuant to Section 4.6 below.

4.3 Judicial Action. Lender shall have the right to commence an action or proceeding to foreclose this Deed of Trust and to enforce any or all of the terms of the Loan Documents, including specific performance of the covenants of Borrower under this Deed of Trust.

4.4 Foreclosure by Power of Sale.

(a) Declaration and Notice of Default. Lender shall have the right (i) to cause the Property to be sold under the power of sale contained in this Deed of Trust in any manner permitted by applicable law; and (ii) to deliver to Trustee a written declaration of default and demand for sale and a written notice of default and election to cause the Property to be sold, which notice the Trustee or Lender shall cause to be recorded as required by law. Upon the expiration of such period of time after the recordation of such notice of default and election to sell and the giving of such notice of sale as may then be required by law, and without the necessity of any demand on Borrower, Trustee, at the time and place specified in the notice of sale, shall sell the Property at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale.

(b) Postponements; Multiple Parcels. To the extent permitted by law, Trustee may, and upon request of Lender shall, from time to time, postpone any sale hereunder by public announcement at the time and place noticed for such sale or may, in its discretion, give a new notice of sale. If the Property consists of several lots, parcels or items of property, Lender shall have the exclusive right (i) to designate the order in which such lots, parcels or items shall be offered for sale or sold; and (ii) to elect to sell such lots, parcels or items through a single sale, through two or more successive sales, or in any other manner Lender determines to be in its best interest. Any Person, including Borrower, Trustee and Lender, may purchase at any sale under this Deed of Trust, and Lender shall have the right to purchase at any such sale by crediting upon the bid price the amount of all or any part of the Obligations. If Lender determines to sell the Property in more than one sale, Lender may, at its option, cause such sales of the Property to be conducted simultaneously or successively, on the same day or on such different days or times and in such order as Lender may determine, and no such sale shall terminate or otherwise affect the lien of this Deed of Trust on any part of the Property that has not been sold until all Obligations have been paid in full.

(c) Costs of Sale; Deed to Purchaser. Borrower shall pay all costs, fees, and expenses of all sales of the Property under this Deed of Trust, including the costs, fees, and expenses (including attorneys' fees) of Trustee and Lender, together with interest thereon at the interest rate applicable to principal under the Note or, with respect to Trustee, the maximum rate permitted by law to be charged by Trustee. Upon any sale under the power of sale contained in this Deed of Trust, Trustee shall execute and deliver to the purchaser or purchasers a deed or deeds conveying the property so sold, but without any covenant or warranty whatsoever, express or implied. The recitals in any such deed or deeds of any matter or facts, including the existence of any default by Borrower, the giving of notice of default and notice of sale, and other facts affecting the regularity or validity of such sale or sales, shall be conclusive proof of the truth of such facts and matters, and any such deed or deeds shall be conclusive against all Persons as to such facts and matters recited therein. A sale of less than all of the Property or any defective or irregular sale under this Deed of Trust shall not exhaust, impair or otherwise affect the power of sale contained in this Deed of Trust, and subsequent sales of the Property may be made under this Deed of Trust until all Obligations have been satisfied or until the entire Property has been sold without defect or irregularity. If Lender elects to cause the Property to be sold under the power of sale contained in this Deed of Trust, Lender shall deposit with the Trustee this Deed of Trust, the Note, and such receipts and evidence of such other Obligations as Trustee may reasonably require.

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4.5 Application of Sale Proceeds. Trustee shall apply the proceeds of the sale or sales conducted by Trustee in the following order of priority: (a) first, to payment of all expenses of such sale or sales and all costs, expenses, fees, and liabilities of Trustee and this trust, including attorneys' fees, costs of a trustee's sale guaranty, costs of other evidence of title, and Trustee's fees in connection with such sale or sales; (b) second, to all amounts advanced by Trustee or Lender under any of the terms of this Deed of Trust which have not then been repaid, together with interest thereon at the rate applicable to principal under the Note or, with respect to Trustee, the maximum rate permitted by law to be charged by Trustee; (c) third, to the payment of all other Obligations in such order and amounts as Lender determines; and (d) the remainder, if any, to the Person or Persons legally entitled thereto.

4.6 Appointment of a Receiver. Lender shall have the absolute and unconditional right to apply to any court having jurisdiction and obtain the appointment of a receiver or receivers of the Property, and Borrower irrevocably and unconditionally consents to such appointment and agrees that Lender shall have the right to obtain such appointment (a) without notice to Borrower or any other Person; (b) without regard to the value of the Property or any other collateral securing the Obligations; and (c) without acceleration of the Obligations or commencement of foreclosure proceedings under this Deed of Trust. Any such receiver or receivers shall have the usual powers and duties of receivers in similar cases and all powers and duties necessary or appropriate to exercise the rights of Lender as provided in this Deed of Trust.

4.7 Protection of Lender's Security. Lender or Trustee, without obligation to do so and without notice to or demand on Borrower, and without releasing Borrower from any of its Obligations or waiving Lender's rights under the Loan Documents, shall have the right to perform any Obligation which Borrower has breached in such manner, at such time, and to such extent as Lender or Trustee determines to be necessary or appropriate to preserve, protect, maintain and defend the Property and Lender's lien thereon.

4.8 Assembly of Property. Upon Lender's request, Borrower shall assemble and make available to Lender at the location of the Land all Property which has been removed from or which is not located on the Land.

4.9 Discontinuation of Disbursements Under Loan and Advances under Other Extensions of Credit. Lender shall have the (a) right to discontinue or withhold any or all disbursements of the proceeds of the Loan and any Future Advances; and (b) to discontinue advancing money or extending credit to or for the benefit of Borrower in connection with any other document between Lender and Borrower.

4.10 Rescission of Notice of Default. Prior to the conduct of any sale under the power of sale contained in this Deed of Trust, Lender, at its option, shall have the right to rescind any notice of default and election to sell the Property by delivering to Trustee a written notice of rescission executed by Lender which, when recorded, shall cancel the foreclosure proceedings which have been commenced by the recordation of such notice of default and election to sell. Lender's rescission of any notice of default and election to sell pursuant to this Section or under applicable law shall not constitute or be construed as a waiver of any Event of Default or impair, prejudice or otherwise affect (a) Lender's right to record a new notice of default and election to sell the Property based on the same or any other Event of Default; or (b) Lender's rights and remedies in connection with the Obligations.

4.11 Easements. Without limiting the effect of any right or remedy exercised by Lender under the Loan Documents, any Easements granted by Borrower or other agreement made by Borrower in violation of any of the terms of this Deed of Trust shall, at the option of any purchaser at any judicial or nonjudicial foreclosure sale under this Deed of Trust, be voidable, and any such purchaser shall have the right to take possession of the Property free from the terms of such Easement or agreement.

4.12 Exercise of Rights Under Other Loan Documents. Lender shall have the right to exercise any or all rights and remedies which Lender may have under any or all of the other Loan Documents and applicable law.

ARTICLE 5

WARRANTIES AND REPRESENTATIONS

5.1 Warranties and Representations. As a material inducement to Lender's extension of credit to Borrower in connection with the Loan, Borrower warrants and represents to Lender as follows:

(a) Corporate Existence. If Borrower is a corporation, Borrower is duly organized, validly existing and in good standing under the laws of the state of its incorporation, and Borrower is qualified to do business and is in good standing under the laws of the state in which the Property is located.

(b) Partnership or Limited Liability Company Existence. If Borrower is a partnership or limited liability company, Borrower is duly organized, validly existing and in good standing under the laws of the state in which Borrower is organized, and Borrower is qualified to do business and is in good standing under the laws of the state in which the Property is located.

(c) Existence of Trust. If Borrower is a trust, Borrower is duly organized and validly existing, and the trustees of Borrower are qualified to act in such capacity.

(d) Authority. Borrower has the full power and authority to carry on its business and to enter into and perform all of its obligations under the Loan Documents, and the Loan Documents, when executed by the Persons signing this Deed of Trust on behalf of Borrower, shall constitute legal, valid and binding obligations of Borrower enforceable in accordance with their

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respective terms. The Persons executing this Deed of Trust on behalf of Borrower are duly authorized to execute the Loan Documents and all other documents required by Lender in connection with the Loan on behalf of Borrower. No consent of any other Person and no consent, approval, authorization or other action by or filing with any Governmental Authorities is required in connection with the execution, delivery and performance of Borrower's obligations under the Loan Documents.

(e) No Violations. The consummation of the transactions contemplated by the Loan Documents and the performance of Borrower's obligations thereunder will not result in a breach or violation of (i) any Governmental Requirements of any Governmental Authorities or any judgment, writ, injunction, decree or order of any court relating to Borrower or the Property; (ii) any mortgage, agreement, commitment, restriction, or other document to which Borrower is a party or by which Borrower or the Property is bound; (iii) Borrower's agreement or certificate of limited partnership, if Borrower is a limited partnership; (iv) Borrower's agreement or statement of partnership, if Borrower is a general partnership; (v) Borrower's articles of incorporation or bylaws, if Borrower is a corporation; (vi) Borrower's trust agreement, if Borrower is a trust; or (vii) Borrower's articles of organization or operating agreement, if Borrower is a limited liability company.

(f) Utilities. All utility services necessary for the use and occupancy of the Property, including water, storm drains, sewers, gas, electric and telephone facilities, are either available at the boundaries of the Real Property or, if this Deed of Trust secures a construction loan, Borrower has taken all necessary steps to assure that all such utility services will be available upon completion of the Improvements.

(g) Access. All public streets and rights of way necessary for the use and occupancy of the Property have been completed or, if this Deed of Trust secures a construction loan, Borrower has taken all necessary steps to assure that such public streets and rights of way shall be completed upon completion of the Improvements.

(h) Governmental Restrictions. To the best of Borrower's knowledge, there are no conditions or restrictions affecting the use or development of the Property and no agreements or contracts with any Governmental Authorities, including local, regional, state, or federal governmental authorities, affecting the use or development of the Property which have not been disclosed in writing by Borrower to Lender.

(i) Litigation. To the best of Borrower's knowledge, there are no actions, suits, proceedings or investigations pending or threatened against or affecting Borrower or the Property in any court or before any other Governmental Authorities, nor does Borrower know of any basis for any such action, suit, proceeding or investigation.

(j) Ownership. Upon recordation of this Deed of Trust, Borrower will be the sole legal and beneficial owner of, and will have good and marketable title to, the Property and all other collateral which is the subject of the Loan Documents.

(k) Liens. To the best of Borrower's knowledge, there are no Liens, claims, encroachments, Covenants and Restrictions, Leases, Easements, or other rights affecting the Property which would not be disclosed by a customary search of the records relating to the Land of the county recorder for the county in which the Property is located, except for such matters as have been specifically disclosed by Borrower to and approved in writing by Lender prior to the date of recordation of this Deed of Trust.

(l) Condemnation. To the best of Borrower's knowledge, there is no condemnation, zoning change, or other proceeding or action pending, threatened or contemplated by any Governmental Authority which would in any way affect the Property.

(m) Repair Orders. To the best of Borrower's knowledge, no orders or directives have been issued by any Governmental Authorities requiring that any work of repair, maintenance or improvement be performed with respect to the Property.

(n) Transfers. Borrower has not sold, transferred, leased or encumbered the Property or entered into any agreement for the sale, transfer, lease or encumbrance of the Property, except as described in the Loan Documents.

(o) No Affiliation With Tenants. Neither (i) Borrower; (ii) any General Partner or Manager of Borrower, if Borrower is a partnership or limited liability company, (iii) any shareholder in Borrower, if Borrower is a corporation; or (iv) any Guarantors have any direct or indirect financial or other interest in any Tenant, except for such interests as have been specifically disclosed to and approved in writing by Lender prior to the date of recordation of this Deed of Trust.

(p) Financial Statements. All statements respecting the financial condition of Borrower, any General Partner or Manger of Borrower, and any Guarantors which have been furnished to Lender (i) are accurate and complete in all material respects as of the dates appearing thereon; (ii) present fairly the financial condition and results of operations of the Person to whom the financial statement applies as of the dates and for the periods shown on such statements; and (iii) disclose all suits, actions, proceedings and contingent liabilities affecting the Person to whom the financial statement applies. Since the last date covered by such financial statements, there has been no material adverse change in the financial condition of the Persons to whom such statements apply.

(q) Other Financing. As of the date of recordation of this Deed of Trust, no other financing for the Property will be in effect or encumber the Property, except such subordinate financing as has been specifically disclosed to and approved in writing by Lender prior to the date of recordation of this Deed of Trust.

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(r) **Commissions.** Borrower has not dealt with any Person who is or may be entitled to any finder's fee, brokerage commission, loan commission or other similar sum in connection with the consummation of the transactions contemplated by the Loan Documents, except for such commissions as have been specifically disclosed to and approved in writing by Lender prior to the date of recordation of this Deed of Trust.

5.2 Continuing Warranties and Representations. The warranties and representations contained in this Article 5 shall be true and correct as of the date of recordation of this Deed of Trust, shall survive the closing of the Loan, and shall remain true and correct as of the date on which such warranties and representations are given. For purposes of this Deed of Trust, the term "to the best of Borrower's knowledge" shall be deemed to the best knowledge of Borrower after a commercially reasonable and diligent investigation, inspection and inquiry by Borrower.

ARTICLE 6

MISCELLANEOUS

6.1 Lender Statement; Certain Charges. With respect to (a) any statement, accounting, or similar information requested by Borrower or any other Person pursuant to California Civil Code Section 2943 or 2954 or any other provision of applicable law; or (b) any other document furnished to Borrower or any other Person by Lender at Borrower's request, Lender shall have the right to charge the maximum amount then permitted by law or, if there is no such maximum, Lender's customary charge for providing such statement, accounting, or other information. Borrower shall pay Lender its customary charge for any other service rendered by Lender in connection with the Loan or the Property, including the issuance of a request for full or partial reconveyance of this Deed of Trust, transmitting Loan proceeds to an escrow holder and changing Lender's records relating to the Obligations.

6.2 Reconveyance. Upon (a) Lender's written request stating that all Obligations secured by this Deed of Trust have been paid or performed in full; (b) surrender to Trustee of this Deed of Trust, the Note and all other documents evidencing the indebtedness secured by this Deed of Trust; and (c) payment of Trustee's fees and expenses of this trust, Trustee shall reconvey the Property then held under this Deed of Trust without warranty of any kind. The recitals in the reconveyance of any matters or facts shall be conclusive proof of their truthfulness. The grantee in such reconveyance may be described as the "person or persons legally entitled thereto". Such reconveyance shall operate as a reassignment of the Rents and Profits assigned to Lender under this Deed of Trust. Unless Trustee is directed by Lender to retain such documents for a longer period of time, Trustee may destroy this Deed of Trust and the Note five (5) years after issuance of the full reconveyance; provided, however, that Trustee, in its sole discretion, may deliver this Deed of Trust and the Note after full reconveyance to the Person or Persons legally entitled thereto.

6.3 Substitution of Trustee. Lender, at its option, shall have the right from time to time to appoint a successor trustee to any trustee appointed under this Deed of Trust by Lender's execution and acknowledgment of a written instrument which is recorded in the office of the recorder of each county in which the Property is located. The recordation of such an instrument in accordance with this Section shall constitute conclusive proof of the proper substitution of a successor trustee under this Deed of Trust. Upon recordation of such an instrument, the successor trustee shall succeed to all the title, power and duties granted to the Trustee under this Deed of Trust and by applicable law without conveyance of the Property. Such instrument shall contain the name of the original Lender, Trustee and Borrower named in this Deed of Trust, the book and page or other recording information for this Deed of Trust, and the name and address of the successor trustee. If a notice of default has been recorded prior to the recordation of a substitution of trustee, the power of substitution shall not be exercised by Lender until the costs, fees and expenses of the acting trustee have been paid in full and the acting trustee has endorsed acknowledgment of receipt of such amounts on the instrument substituting the successor trustee. Without limiting the terms of this Section, Lender shall have the right from time to time to substitute a successor to any trustee appointed under this Deed of Trust in accordance with any statutory or other procedure allowed by law for such substitution.

6.4 Execution of Instruments by Lender and Trustee. Without notice to or affecting the liability of Borrower or any other Person for the payment or performance of the Obligations, without affecting the lien or priority of this Deed of Trust or Lender's rights and remedies under the Loan Documents, and without liability to Borrower or any other Person, Lender and Trustee (if Trustee is so requested in writing by Lender) shall have the right, at any time and from time to time, to do any one or more of the following: (a) reconvey any part of the Property; (b) consent in writing to the making of any map or plat relating to the Property; (c) join in or consent to the granting of any Easement affecting the Property; and (d) execute any extension agreement relating to any or all of the Obligations, any document subordinating the lien of this Deed of Trust to any other Lien or document, or any other document relating to the Property, Obligations, or Loan Documents.

6.5 Trust Irrevocable; Acceptance by Trustee. The trust created by this Deed of Trust is irrevocable by Borrower. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is recorded in the county in which the Property is located as provided by law. Trustee is not obligated to notify any party of a pending sale under any other deed of trust or of any action or proceeding in which Borrower, Lender or the Trustee shall be a party unless brought by the Trustee.

6.6 Late Charges. If any installment payment under the Note or any note evidencing a Future Advance is not paid when due, Borrower shall pay any late charge provided for in the Loan Documents.

6.7 Requests by Borrower for Approvals by Lender. All requests by Borrower for Lender's consent to or approval of any transaction or matter requiring Lender's consent or approval under the Loan Documents (a) shall be made by Borrower in writing; (b) shall specifically describe the transaction or matter with respect to which Lender's consent or approval is requested;

(c) shall be accompanied by such information and documentation as Lender may require in connection with such request; and (d) shall be delivered to Lender not less than fifteen (15) days before Borrower proposes to take the action or effect the transaction with respect to which Lender's consent or approval is requested, unless a different period of time is expressly provided for in the Loan Documents.

6.8 Approvals by Lender. Whenever (a) the terms of the Loan Documents grant Lender the right to consent to or approve any transaction or matter; (b) Lender is authorized or empowered under the Loan Documents to make a determination with respect to any transaction or matter; or (c) the Loan Documents provide that any document or other item must be approved by or acceptable to Lender, then except as otherwise expressly provided in the Loan Documents, (i) Lender shall have the right to grant or withhold such approval or consent and make such determination in its sole and absolute discretion; and (ii) the form and substance of such document or other item must be satisfactory to Lender in its sole and absolute discretion. Whenever the terms of the Loan Documents require Lender's consent to or approval of any transaction, matter, or document, such consent or approval shall not be deemed to be effective unless it is set forth in a written instrument executed by Lender.

6.9 Transfers by Borrower Without Lender's Consent; No Release of Borrower. The following provisions shall apply if Borrower sells the Property to a third Person either (i) without Lender's consent; or (ii) with Lender's consent in a transaction in which Borrower is not released from liability under the Loan Documents:

(a) No Release of Borrower. No such action by Borrower nor any assumption of any or all of the Obligations by any transferee of the Property ("Transferee") shall be deemed to release Borrower or any other Person, including any Guarantor, from any liability under the terms of the Loan Documents, and Borrower and such Persons shall remain liable to Lender for the payment and performance of all of their respective obligations under the Loan Documents.

(b) Actions Without Borrower's Consent. Borrower agrees that Lender may do any one or all of the following without notice to or the consent of Borrower and without affecting Lender's rights or remedies against Borrower: (i) accelerate, accept partial payment of, compromise, settle, renew, extend the time for payment or performance of, or refuse to enforce any of Borrower's Obligations to Lender under or in connection with this Deed of Trust or any of the other Loan Documents; (ii) grant any indulgence or forbearance to the Transferee or any other Person under or in connection with any or all of the Loan Documents; (iii) release, waive, substitute or add any or all collateral securing payment of any or all of the Obligations; (iv) release, substitute or add any one or more endorsers or guarantors of any or all of the Obligations; (v) amend, supplement, alter or change in any respect whatsoever any term or provision of the Loan Documents or any other agreement relating to the Obligations; and (vi) exercise any right or remedy with respect to the Obligations or any collateral securing the Obligations, notwithstanding any effect on or impairment of Borrower's subrogation, reimbursement or other rights against the Transferee, whether by operation of California Code of Civil Procedures Section 580d or otherwise.

(c) Waivers. Borrower waives all rights which it may have (i) to require Lender to exhaust its rights and remedies against the Transferee, any other Person, or any collateral securing any or all of the Obligations before pursuing its rights and remedies against Borrower; (ii) to require Lender to exercise any right or power or to pursue any remedy which Lender may have under the Loan Documents or applicable law before pursuing its rights and remedies against Borrower; and (iii) to assert any defense to Lender's enforcement of its rights and remedies against Borrower based on an election of remedies by Lender or the manner in which Lender exercises any remedy which destroys, diminishes or interferes with any or all of Borrower's subrogation, reimbursement or other rights against the Transferee, whether by operation of California Code of Civil Procedure Section 580d or otherwise.

6.10 Taxes Imposed on Lender. If, after the date of this Deed of Trust, any Governmental Requirements are enacted for the purpose of taxing any lien on the Property or changing in any way the laws for the taxation of deeds of trust or debts secured by deeds of trust, so as to impose on Lender payment of all or part of any Taxes assessed against the Property, then prior to the due date of such Taxes, Borrower shall pay all such Taxes and agree to pay such Taxes when levied or assessed against the Property or Lender; provided, however, that if such payment or agreement by Borrower shall not be permitted by law, Lender, at its option, shall have the right to declare any or all of the Obligations to be immediately due and payable upon notice to Borrower. Nothing contained in this Section shall be deemed to require Borrower to pay any franchise, estate, inheritance, income or similar tax imposed on Lender.

6.11 Recourse Against Separate Property. Each Borrower who is a married person agrees that Lender shall have the right to recourse against his or her community property and separate property for any or all Obligations to the fullest extent permitted by law.

6.12 Defense of Actions and Protection of Security by Lender. Whether or not an Event of Default has occurred, Lender and Trustee shall each have the right, but not the obligation, to appear in and defend any action or proceeding, whether commenced by or against Borrower, any of the Guarantors, or any other Person, which affects or which Lender or Trustee determines may affect any or all of the following: (a) the Property; (b) the Insurance Claims, Condemnation Claims, or Property Claims; (c) Lender's, Trustee's, or Borrower's respective rights and obligations under the Loan Documents; (d) the Obligations; or (e) any other transaction or matter which affects Lender by reason of its interest in the Property. Lender and Trustee shall each have the right, but not the obligation, to commence and prosecute any action or proceeding which Lender or Trustee determines to be necessary or appropriate to do any or all of the following: (i) prevent any damage, destruction, or injury to the Property; (ii) enforce or recover upon the Insurance Claims, Condemnation Claims, or Property Claims or collect the Insurance Proceeds, Condemnation Proceeds, or Property Proceeds pursuant to this Deed of Trust; (iii) preserve, protect, maintain, and defend the Property and Lender's lien thereon; or (iv) enforce or exercise any right, remedy or power available to or conferred on Lender or Trustee under the Loan Documents or applicable law. Lender and Trustee shall each have the right to discontinue, suspend or dismiss any such action or proceeding which has been commenced by Lender or Trustee at any time.

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6.13 Expenses. Lender and Trustee, and each of them, shall have the right to incur and pay all costs, fees, expenses, and liabilities that Lender and Trustee, respectively, determine to be necessary or appropriate in connection with any or all of the following matters (all such costs, fees, expenses and liabilities, excluding ordinary overhead expenses of Lender's and Trustee's respective regular business premises and salary expenses for Lender's and Trustee's respective clerical and supervisory personnel, are referred to collectively as the "Reimbursable Costs"): (a) costs and expenses incurred in the management, servicing, or administration of the Loan and any Future Advances which relate to Lender's review of those documents, transactions or other matters requiring Lender's approval under the terms of the Loan Documents; (b) the exercise of any or all of Lender's and Trustee's respective rights and remedies under the Loan Documents, including (i) all premiums and other costs and expenses paid or incurred by Lender in connection with Lender's obtaining any Insurance Policies; and (ii) all costs and expenses, including attorneys' fees and costs, incurred in connection with Lender's review, preparation, analysis, or negotiation, as applicable, of any of the further documents or other matters that are contemplated by the Loan Documents or that Lender has the right to require, review or approve pursuant to the Loan Documents, including Leases, estoppel certificates from any Tenant under any Lease or from any other Person, and non-disturbance, subordination or attornment agreements by any Tenant under any Lease or by any other Person; (c) the enforcement of any or all of the Obligations or any other obligation of any Person liable to Lender in connection with the Loan or any Future Advance, whether or not any legal action or proceeding is commenced by Lender; (d) the preservation, protection, maintenance, or defense of the Property or Lender's lien thereon; (e) the sale or disposition of the Property or any other collateral securing any or all of the Obligations; (f) the defense of any action or proceeding commenced by Borrower, any of the Guarantors, or any other Person under Section 6.12 above; or (g) the commencement and prosecution of any action or proceeding by Lender or Trustee with respect to any or all of the matters described in this Section or in Section 6.12 above, including an action for relief from any stay, injunction, or similar order or enactment arising under any federal or state bankruptcy, insolvency or similar law. Without limiting the terms of this Section, Lender shall have the right to do any or all of the following in connection with any of the matters described in this Section, and all costs, fees, expenses, and liabilities incurred or paid in connection therewith shall constitute Reimbursable Costs: (1) select, retain, and consult with attorneys, accountants, appraisers, contractors, brokers, architects, engineers and such other experts, consultants, advisors and third Persons as Lender determines to be necessary or appropriate; (2) settle, purchase, compromise or pay any or all claims, demands, and Liens; and (3) obtain any trustee's sale guaranty or other title insurance coverage relating to the Property which Lender determines to be necessary or appropriate. Wherever any of the terms of the Loan Documents provide for the payment or recovery of costs, fees, or other expenses (including attorneys' fees and costs), such term shall be deemed to provide for the payment or recovery of reasonable costs, fees, expenses, and reasonable attorneys' fees and costs.

6.14 Payment of Advances by Borrower. All Reimbursable Costs and all other costs, fees, expenses and liabilities incurred or paid by Lender under any other provision of the Loan Documents or under applicable law in connection with the Obligations or the Property (a) shall be payable by Borrower to Lender on Lender's demand; (b) shall constitute additional indebtedness of Borrower to Lender; (c) shall be secured by this Deed of Trust; and (d) shall bear interest from the date of expenditure at the rate of interest applicable to principal under the Note. All Reimbursable Costs and all other costs, fees, expenses and liabilities incurred or paid by Trustee under this Deed of Trust or under applicable law in connection with this Deed of Trust shall be payable by Borrower to Trustee on Trustee's demand and shall bear interest at the maximum rate permitted to be charged by Trustee under applicable law. Nothing contained in this Deed of Trust shall be deemed to obligate Lender or Trustee (i) to incur any costs, fees, expenses, or liabilities; (ii) to make any appearances in or defend any action or proceeding; or (iii) to commence or prosecute any action or proceeding relating to any matter.

6.15 No Third Party Beneficiaries. The Loan Documents are entered into for the sole protection and benefit of Lender, Borrower and Trustee and their respective permitted successors and assigns. No other Person shall have any rights or causes of action under the Loan Documents.

6.16 Notices. All notices and demands by Lender to Borrower under this Deed of Trust and the other Loan Documents shall be in writing and shall be effective on the earliest of (a) personal delivery to Borrower; (b) two (2) days after deposit in first-class or certified United States mail, postage prepaid, addressed to Borrower at the address set forth in this Deed of Trust; and (c) one (1) business day after deposit with a reputable nationally recognized overnight delivery service, delivery charges prepaid, addressed to Borrower at the address set forth in this Deed of Trust; provided, however, nonreceipt by Borrower of any such notice or demand as a result of Borrower's refusal to accept delivery or Borrower's failure to notify the Lender of Borrower's change of address shall be deemed receipt by Borrower and provided further notwithstanding anything to the contrary contained in this Section, service of any notice of default or notice of sale provided or required by law shall, if mailed, be deemed effective on the date of mailing. All notices and demands by Borrower to Lender under this Deed of Trust shall be in writing and shall be effective on actual receipt by Lender at Lender's address set forth in this Deed of Trust; provided, however, that nonreceipt of any such notice or demand by Lender as a result of Lender's refusal to accept delivery or Lender's failure to notify Borrower of Lender's change of address shall be deemed receipt by Lender. Borrower's and Lender's respective addresses set forth in this Deed of Trust may be changed by written notice given to the other party in accordance with this Section. If Borrower consists of more than one Person, service of any notice or demand on any one of such Persons by Lender shall be effective service on Borrower for all purposes.

6.17 Performance of Covenants. Borrower shall perform and comply with all of its obligations under this Deed of Trust at Borrower's sole cost and expense.

6.18 Severability; Savings Clause. If any provision of the Loan Documents shall be held by any court of competent jurisdiction to be unlawful, voidable, void, or unenforceable for any reason, such provision shall be deemed to be severable from and shall in no way affect the validity or enforceability of the remaining provisions of the Loan Documents. Notwithstanding anything to the contrary contained in the Note or any of the other Loan Documents, the interest and other amounts paid or agreed to be paid to the Lender in consideration of the Loan evidenced by the Note (such interest and other amounts are referred to collectively as "Interest")

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shall not exceed the maximum rate permitted under applicable usury laws. If, for any reason, the Interest exceeds the maximum rate permitted under applicable usury laws, then (a) all excess Interest amounts previously collected by the Lender shall be credited against the principal balance of the Note or, at the Lender's option, to any other principal indebtedness of Borrower to Lender arising out of the Loan evidenced by the Note; (b) if the Note and all such other indebtedness have been paid in full, such excess amounts shall be refunded by the Lender to Borrower; and (c) the provisions of the Note shall automatically be deemed to be reformed and the amount of Interest payable hereunder shall automatically be deemed to be reduced, without the execution of any further documents by Borrower or Lender, so as to provide for the payment of Interest in an amount equal to, but not exceeding, the maximum rate permitted under applicable usury laws. All consideration paid to the Lender which constitutes Interest under applicable usury laws shall be amortized, prorated, allocated, or otherwise apportioned throughout the term of the Note so that, to the extent possible, the rate of interest on the principal amount of the Note does not exceed the maximum rate permitted under applicable usury laws.

6.19 Interpretation. Whenever the context of the Loan Documents reasonably requires, all words used in the singular shall be deemed to have been used in the plural, and the neuter gender shall be deemed to include the masculine and feminine gender, and vice versa. For purposes of this Deed of Trust, all references to the Property or Improvements shall be deemed to refer to all or any part of the Property or Improvements, respectively. The headings to sections of this Deed of Trust are for convenient reference only, and they do not in any way define or limit any of the terms of this Deed of Trust and shall not be used in interpreting this Deed of Trust. For purposes of this Deed of Trust, the term "including" shall be deemed to mean "including without limitation," and the term "document" shall include all written contracts, commitments, restrictions, agreements (including loan agreements), deeds of trust, mortgages, notes, and instruments.

6.20 Time of the Essence. Time is of the essence in the performance of each provision of the Loan Documents by Borrower.

6.21 Amendments. The Loan Documents (excluding the Guaranties) may be modified only by written agreement signed by Lender and Borrower.

6.22 Entire Agreement. The Loan Documents contain the entire agreement concerning the subject matter of the Loan Documents and supersede all prior and contemporaneous negotiations, agreements, statements, understandings, terms, conditions, representations and warranties, whether oral or written, between Lender and Borrower concerning the Loan and any Future Advances which are the subject matter of the Loan Documents.

6.23 No Waiver by Lender. No waiver by Lender of any of its rights or remedies in connection with the Obligations or of any of the terms or conditions of the Loan Documents shall be effective unless such waiver is in writing and signed by Lender. Without limiting the generality of this Section, (a) no delay or omission by Lender in exercising any of its rights or remedies in connection with the Obligations shall constitute or be construed as a waiver of such rights or remedies; (b) no waiver by Lender of any default by Borrower under the Loan Documents or consent by Lender to any act or omission by Borrower shall constitute or be construed as a waiver of or consent to any other or subsequent default, act or omission by Borrower; (c) no disbursement of the proceeds of the Loan or any Future Advance by Lender following any Event of Default shall constitute or be construed as a waiver of such Event of Default or obligate Lender to make any other disbursement under the Loan Documents; (d) no acceptance by Lender of any late payment or late or defective performance of any of the Obligations by Borrower shall constitute a waiver by Lender of the right to require prompt payment and performance strictly in accordance with the Loan Documents with respect to any other payment or performance of any of the Obligations; (e) no acceptance by Lender of any payment or performance following any notice of default which has been given or recorded by Lender shall constitute a waiver of Lender's right to proceed with the exercise of its remedies with respect to any Obligations which have not been paid or performed in full; (f) no acceptance by Lender of any partial payment or performance shall constitute a waiver by Lender of any of its rights or remedies relating to any Obligations which have not been paid or performed in full; and (g) no application of Rents and Profits, Insurance Proceeds, Condemnation Proceeds or Property Proceeds to any of the Obligations shall constitute or be construed as a waiver by Lender or cure of any Event of Default or impair, prejudice, invalidate or otherwise affect any action by Lender or Trustee in response to such default.

6.24 Waivers by Borrower. Borrower waives presentment, demand for payment, protest, notice of demand, dishonor, protest and non-payment, and all other notices and demands in connection with the delivery, acceptance, performance, default under, and enforcement of the Loan Documents. Borrower waives the right to assert any statute of limitations as a defense to the enforcement of any or all of the Loan Documents to the fullest extent permitted by law. Borrower waives all rights, remedies, and benefits under California Civil Code Section 2822(a). Without limiting the generality of the immediately preceding sentence, in the event of Borrower's payment in partial satisfaction of any or all of the Obligations, Lender shall have the sole and exclusive right and authority to designate the portion of the Obligations that is to be satisfied.

6.25 Waiver of Marshalling. Borrower and all Persons holding a Lien affecting the Property who have actual or constructive notice of this Deed of Trust waive (a) all rights to require marshalling of assets or liens in the event of Lender's exercise of any of its rights and remedies under this Deed or Trust, including any judicial or nonjudicial foreclosure sale of the Property; (b) all rights to require Lender to exhaust its rights and remedies against any other collateral securing any or all of the Obligations before pursuing its rights and remedies under this Deed of Trust; and (c) all rights to require Lender to exercise any other right or power or to pursue any other remedy which Lender may have under any document or applicable law before pursuing its rights and remedies under this Deed of Trust.

6.26 Waiver of Subrogation. Borrower waives all rights to recover against Lender for any loss or damage incurred by Borrower from any cause which is insured under any of the Insurance Policies, except that the foregoing waiver of subrogation shall not be effective with respect to any Insurance Policy if the coverage under such policy would be materially reduced or impaired as a

result of such waiver. Borrower shall use its best efforts to obtain Insurance Policies which permit the waiver of subrogation contained in this Section.

6.27 Cumulative Remedies. No right or remedy of Lender or Trustee under this Deed of Trust or the other Loan Documents shall be exclusive of any other right or remedy under the Loan Documents or to which Lender or Trustee may be entitled. Lender's rights and remedies under the Loan Documents are cumulative and in addition to all other rights and remedies which Lender may have under any other document with Borrower and under applicable law. Lender shall have the right to exercise any one or more of its rights and remedies in connection with the Obligations at Lender's option and in its sole and absolute discretion, without notice to Borrower or any other Person (except as otherwise expressly required by law or under the Loan Documents), and in such order as Lender may determine in its sole and absolute discretion. If Lender holds any collateral in addition to the Property for any of the Obligations, Lender, at its option, shall have the right to pursue its rights or remedies with respect to such other collateral either before, contemporaneously with, or after Lender's exercise of its rights or remedies with respect to the Property. Upon the occurrence of an Event of Default, Lender, at its option, shall have the right to offset against any debt or monies due from Lender to Borrower against all or part of the Obligations.

6.28 Subrogation to Lien Rights. If any or all of the proceeds of the Note or any Future Advance are directly or indirectly used to pay any outstanding Lien against the Property, or if Lender pays or discharges any Lien pursuant to any of the terms of the Loan Documents or under applicable law, Lender shall be subrogated to all rights and liens held by the holder of such Lien, regardless of whether such Lien is reconveyed.

6.29 Joint and Several Liability. Each Person signing this Deed of Trust as Borrower shall be jointly and severally liable to Lender for the performance of Borrower's obligations under the Loan Documents. If Borrower consists of more than one Person, the occurrence of any Event of Default with respect to any one or more of such Persons shall constitute an Event of Default and entitle Lender to exercise its rights and remedies under Article 4 of this Deed of Trust.

6.30 Sale of Loan Documents and Participations. Lender shall have the right to do any or all of the following at any time without prior notice to or the consent of Borrower or any other Person: (a) to sell, transfer, pledge or assign any or all of Loan Documents, or any or all servicing rights with respect thereto; (b) to sell, transfer, pledge or assign participations in the Loan Documents ("Participations"); and (c) to issue mortgage pass-through certificates or other securities evidencing a beneficial interest in a rated or unrated public offering or private placement (the "Securities"). Lender is authorized to forward or disclose to each purchaser, transferee, assignee, servicer, participant, or investor in such Participations or Securities (collectively, the "Investor") or any Rating Agency rating such Securities, each prospective Investor, and any organization maintaining databases on the underwriting and performance of commercial mortgage loans, all documents and information which Lender now has or may hereafter acquire relating to the Loan and to Borrower or any Guarantor as Lender determines to be necessary or desirable. Upon Lender's request, Borrower shall reasonably cooperate with Lender in connection with any of the transactions contemplated by this Section. Notwithstanding anything to the contrary contained in this Deed of Trust or any of the other Loan Documents, from and after the date of any sale, transfer or assignment of the Note and other Loan Documents by Lender, the cross-default provision contained in Section 3.3 of this Deed of Trust shall terminate and shall be of no further force or effect.

6.31 Applicable Law; Jurisdiction. The Loan Documents shall be governed by and construed in accordance with the laws of the State of California. Borrower consents to personal jurisdiction over Borrower by the courts of the State of California and agrees that service of process on Borrower may be effected by certified or registered mail, return receipt requested, directed to Borrower at its address shown in this Deed of Trust.

6.32 Successors. Subject to the restrictions contained in the Loan Documents, the Loan Documents shall be binding upon and inure to the benefit of Lender and Borrower and their respective permitted successors and assigns.

6.33 Power of Attorney. Borrower irrevocably appoints Lender, with full power of substitution, as Borrower's attorney-in-fact, coupled with an interest, with full power, in Lender's own name or in the name of Borrower (a) to take any or all of the actions specified in Article 4 above with respect to the Property; and (b) to sign and record notices of completion, notices of cessation of labor, and any other similar notice or document which Lender determines to be necessary or appropriate to protect its interests in connection with the Obligations. Lender shall have the right to exercise the power of attorney granted in this Section directly or to delegate all or part of such power to one or more agents of Lender. Nothing contained in this Deed of Trust shall be construed to obligate Lender to act on behalf of Borrower as attorney-in-fact.

6.34 No Merger. There shall be no merger of any estate in the Property which Borrower acquires after the date of this Deed of Trust with all or any portion of the estate in the Property which Borrower holds as of the date of this Deed of Trust, unless Lender shall expressly agree otherwise in writing.

6.35 Request for Notices. Borrower hereby requests that a copy of any notice of default and notice of sale as may be required by law be mailed to Borrower at its address stated above.

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ARTICLE 7

UNIFORM COMMERCIAL CODE SECURITY AGREEMENT

7.1 Uniform Commercial Code Security Agreement. Article 7 of this Deed of Trust constitutes a security agreement pursuant to the California Uniform Commercial Code (the "Code"). To secure payment and performance of the Obligations, Borrower grants Lender a security interest in all now owned and hereafter acquired personal property of Borrower obtained for or in connection with the design, planning, construction, development, use, operation, maintenance, or marketing of the Property (collectively, the "Collateral"), including the following: (a) all fixtures, machinery, machines, motor vehicles, tools, parts, equipment, pumps, engines, motors, boilers, incinerators, building materials, inventory, supplies, goods, systems for the supply or distribution of heat, air conditioning, electricity, gas, water, air or light, elevators and related machinery and equipment, fire prevention and extinguishing equipment, security and access control equipment, plumbing, showers, bath tubs, water heaters, toilets, sinks, stoves, ranges, refrigerators, dishwashers, disposals, laundry equipment, wall, window and floor coverings, partitions, doors, windows, hardware, waste and rubbish removal equipment, recreational equipment, signs, furniture, furnishings, appliances, telephone equipment, computer systems, office equipment and supplies, plants, carpets, rugs, sculptures, art work, mirrors, tables, lamps, beds, television sets, light fixtures, chandeliers, desks, cabinets, bookcases, chairs, sofas, benches, and janitorial and maintenance equipment and supplies, and all substitutions, accessories, accessions, replacements, improvements, and additions to any or all of the foregoing; (b) all deposits, advance payments, security deposits, and rental payments made by or on behalf of Borrower to others in connection with the Property and relating to any or all of the following: (i) management or operational services; (ii) marketing services; (iii) architectural, engineering, or design services; (iv) utility services; (v) cleaning, maintenance, security, or repair services; (vi) rubbish or refuse removal services; (vii) sewer services; (viii) rental of furnishings, fixtures or equipment; (ix) parking; or (x) any service similar to any or all of the foregoing; (c) all reports, appraisals, drawings, plans, blueprints, studies, specifications, certificates of occupancy, building permits, grading permits, and surveys relating to all or part of the Property, and all amendments, modifications, supplements, general conditions and addenda thereto; (d) all trade names, trademarks, trade styles, service marks, logos, letterheads, advertising symbols, goodwill, telephone numbers, advertising rights, negatives, prints, brochures, flyers, pamphlets and other media items used or intended to be used in connection with the Property; (e) all warranties and guaranties, whether written or oral, from any third Person which directly or indirectly relate to all or part of the Property or personal property described in parts (a) through (d) of this Section 7.1; (f) all legal and equitable claims, causes of action, and rights against architects, engineers, designers, contractors, subcontractors, suppliers, materialmen and any other Persons supplying labor, services, materials or equipment, directly or indirectly, in connection with the design, planning, construction, development, use, operation, maintenance, or marketing of all or part of the Property; (g) all Condemnation Claims, Condemnation Proceeds, Property Claims, Property Proceeds, Insurance Claims, and Insurance Proceeds (regardless of whether or not Lender required Borrower to obtain or maintain in effect the Insurance Policy or Insurance Policies under which the Insurance Claims arise or the Insurance Proceeds are payable); (h) all real property tax refund claims, general intangibles, accounts, deposit accounts, documents, instruments, chattel paper, and accounts receivable relating to the design, planning, construction, development, use, operation, maintenance or marketing of all or part of the Property, including any right to payment for goods sold or leased or to be sold or leased or for services rendered or to be rendered, however evidenced, including purchase orders, negotiable documents, notes, drafts, acceptances, claims, instruments, insurance policies, and all other forms of obligations and receivables; and (i) all products and proceeds of any or all of the foregoing personal property, including all money, deposit accounts, accounts, chattel paper, documents, notes, drafts, instruments, insurance proceeds, and all other tangible and intangible property resulting from the sale, lease, or other disposition of any or all of the foregoing personal property. However, notwithstanding anything to the contrary in this Deed of Trust, including without limitation, this Section 7.1, in the event that the Property is or will be located in an area designated by the Administrator of the Federal Emergency Management Agency, or any successor thereto, as being within a flood plain or special flood hazard area, the personal property Collateral or Fixtures securing this Deed of Trust shall be limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act on 1968 (42 U.S.C. §4001), as amended, or any successor statutes. Lender's security interest shall not extend to any other personal property Collateral owned by Trustor in connection with the Property.

7.2 Filing. Borrower agrees that Lender may file this Deed of Trust, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items of Collateral specified in Section 7.1 above which is or may be part of the Property. Any reproduction of this Deed of Trust or of any other security agreement or financing statement shall be sufficient as a financing statement. Borrower agrees to execute and deliver to Lender, upon Lender's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions to this Deed of Trust in such form as Lender may require to perfect a security interest with respect to all or part of the Collateral. Borrower shall pay all costs of filing of such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all costs and expenses of any record searches for financing statements Lender may reasonably require.

7.3 Additional Covenants of Borrower. Borrower, at its sole cost and expense, (a) shall give Lender at least thirty (30) days prior written notice of any change in Borrower's principal place of business and the acquisition or use of a trade name or style by Borrower; (b) shall promptly notify Lender in writing of any claim, lien, security interest, right, encumbrance or any other occurrence which may be adverse to Lender's security interest in the Collateral; (c) shall defend the Collateral from all claims, liens, security interests, rights, encumbrances and other matters which are adverse to Lender's security interest in the Collateral; (d) shall promptly pay all costs and expenses relating to the purchase, ownership, or use of the Collateral, including all liens, taxes, assessments and charges of Governmental Authorities levied, assessed or imposed on all or part of the Collateral; (e) shall not sell, transfer, pledge, hypothecate, lease or otherwise dispose of or abandon all or part of the Collateral without Lender's prior written consent, except for the sale of inventory in the ordinary course of Borrower's business or the disposition of any Collateral which is replaced with new Collateral of substantially comparable value and utility; (f) shall not remove any material part of the Collateral which consists of tangible personal property from its location on the Property without Lender's prior written consent; (g) shall, upon Lender's request, give notice, in form

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and substance acceptable to Lender, to any or all account debtors designated by Lender of Borrower's grant of a security interest in any Collateral which consists of accounts, contract rights, instruments, documents, or general intangibles (referred to collectively as the "Accounts" and individually as an "Account"); (h) following the occurrence of any Event of Default, shall not compromise, settle, adjust, or grant any discount, credit, or allowance to any Account debtor without Lender's prior written consent; (i) shall undertake any and all other acts necessary or appropriate to maintain, preserve and protect the Collateral and Lender's security interest therein, including any actions requested by Lender; and (j) shall execute and deliver to Lender such other documents as Lender may request in order to evidence, effectuate, perfect, maintain, preserve or protect Lender's security interest in the Collateral, including financing statements, continuation financing statements, financing statement amendments, security agreements, and assignments. If Borrower fails to execute and deliver to Lender any document requested by Lender pursuant Section 7.3(j) within ten (10) days after such request, then Borrower irrevocably appoints Lender, with full power of substitution, as Borrower's attorney-in-fact, coupled with an interest, with full power, in its own name or in the name of Borrower, to execute such document on behalf of Borrower. Borrower has set forth above its full and correct name, and Borrower does not presently use any other names or tradenames, except for those tradenames specifically disclosed in writing by Borrower to Lender prior to the recordation of this Deed of Trust. Nothing contained in this Article 7 shall be construed to obligate Lender to act on behalf of Borrower as attorney-in-fact.

7.4 **Rights and Additional Remedies of Lender under Uniform Commercial Code.** Without limiting Article 4 above, upon the occurrence of an Event of Default, Lender shall have the following additional rights and remedies with respect to the Collateral: (a) Lender shall have all the rights and remedies of a secured party under the Code and under any other applicable law, and, at Lender's option, shall also have the right to invoke any or all of the remedies provided in Article 4 of this Deed of Trust with respect to the Collateral, and in exercising any of such remedies, Lender may proceed against the items of real property and any items of Collateral separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Code or of the remedies provided in Article 4 of this Deed of Trust; (b) Lender, at its option, shall have the right (i) to direct any or all Account debtors to make payment directly to Lender; (ii) to demand, collect, receive and give receipts for any and all money and other property due or to become due in connection with all or part of the Collateral, including any of the Accounts; (iii) to take possession of and endorse and collect any or all notes, checks, drafts, money orders, or other instruments of payment relating to all or part of the Collateral or proceeds of the Collateral, including any of the Accounts; and (iv) to file any claim and take any other action which Lender determines to be appropriate for the purpose of collecting any or all of the Accounts and to compromise, adjust or settle Accounts for less than face value thereof, and to execute all releases and other documents in connection therewith; provided, however, that Lender shall not be obligated in any manner to make any demand for or to make any inquiry as to the nature or sufficiency of any payment received by it, or to present or file any claim or take any action to collect or enforce the payment of any or all of the Accounts; (c) should Lender seek to take possession of any or all of the Collateral by court process, Borrower irrevocably and unconditionally agrees that a receiver may be appointed by a court for such purpose without regard to the adequacy of the security for the Obligations; and (d) Borrower irrevocably appoints Lender, with full power of substitution, as Borrower's attorney-in-fact, coupled with an interest, with full power, in its own name or in the name of Borrower to take any or all of the actions described Section 7.4(b) after the occurrence of an Event of Default. Lender, at its option, and whether or not an Event of Default exists, shall at all times have the right [A] to take such actions as Lender determines to be necessary or appropriate to maintain, preserve and protect the Collateral and Lender's security interest therein; and [B] to give notice to any Account debtor containing such information and instructions concerning the existence of Lender's security interest and rights in the Collateral under this Deed of Trust as Lender determines to be necessary or appropriate to protect its interest.

7.5 **Fixtures.** The Collateral in which Lender has a security interest under this Article 7 includes goods which are or may become Fixtures on the Property. This Deed of Trust constitutes a fixture filing pursuant to the terms of Sections 9313 and 9402 of the Code which shall be recorded in the real estate records of the county in which the Property is located. In that regard, the following information is provided:

Name of Debtor:	**Tranente One LLC**
Address of Debtor:	**429 Llwellyn Avenue Campbell, CA 95008**
Name of Secured Party:	**First Republic Bank**
Address of Secured Party:	**111 Pine Street** **San Francisco, California 94111**

NOTICE TO BORROWER: THIS DOCUMENT OR THE NOTE SECURED BY THIS DOCUMENT MAY CONTAIN PROVISIONS FOR A VARIABLE INTEREST RATE AND FOR VARIABLE PAYMENT AMOUNTS.

BORROWER:

Tranente One LLC,
a California limited liability company

By: _____
Sherman N. Tran, Manager

NOTE: ALL SIGNATURES ON THIS DEED OF TRUST MUST BE NOTARIZED.

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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 Santa Clara **SS.**

On June 28, 2019 before me, Sharon La Fountain, Notary Public, personally
(insert name and title of the officer)

appeared Sherman N. Tran, 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.

[Notary Signature]

SHARON LA FOUNTAIN
Notary Public - California
Santa Clara County
Commission # 2279621
My Comm. Expires Mar 31, 2023

(Seal)

DEED OF TRUST

EXHIBIT "A"

LEGAL DESCRIPTION

THE REAL PROPERTY REFERRED TO HEREIN IS ALL THAT CERTAIN REAL PROPERTY LOCATED IN THE COUNTY OF SAN MATEO, STATE OF CA, DESCRIBED AS FOLLOWS OR ON ATTACHED PAGE(S):

ORDER NO. : 0616017480

EXHIBIT A

The land referred to is situated in the unincorporated area of the County of San Mateo, State of California, and is described as follows:

Lots 1 and 2, Block 2, as delineated upon that certain Map entitled "DUMBARTON ACRES, MAP NO. 2, BEING A RESUBDIVISION OF LOT "C" AND A PORTION OF LOT "A" OF DUMBARTON ACRES NEAR REDWOOD CITY, CALIFORNIA", filed for record in the Office of the Recorder of the County of San Mateo, State of California, on December 12th, 1927, in Book 16 of Maps, at Pages 53 and 54.

APN: 054-081-010
JPN: 054-08-081-01A

All that certain real property is situated in the State of California, City of Redwood City, County of San Mateo, and is described as follows:

Lots 5 and 7, Block 2, as delineated upon that certain Map entitled "DUMBARTON ACRES, MAP NO. 2, BEING A RESUBDIVISION OF LOT "C" AND A PORTION OF LOT "A" OF DUMBARTON ACRES NEAR REDWOOD CITY, CALIFORNIA", filed for record in the Office of the Recorder of the County of San Mateo, State of California, on December 12th, 1927, in Book 16 of Maps, at Pages 53 and 54.

APN: 054-081-140
JPN: 054-08-081-14A

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RECORDING REQUESTED BY

OLD REPUBLIC TITLE COMPANY

Escrow No.: 0616017480
APN: 054-081-010, 054-081-140

WHEN RECORDED MAIL TO

First Republic Bank
111 Pine Street
San Francisco, CA 94111
Attn: Loan Review

Loan No. 27-644736-1

2019-052115

11:46 am 07/05/19 AS Fee: 41.00
Count of Pages 9
Recorded in Official Records
County of San Mateo
Mark Church
Assessor-County Clerk-Recorder

* $ R 0 0 0 2 7 2 2 2 7 8 $ *

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT OF LEASES

1 ☒ Exempt from fee per GC27388.1(a)(2); document recorded in connection with a concurrent transfer subject to the imposition of documentary transfer tax

2 ☐ Exempt from fee per GC27388.1(a)(2); document transfers real property that is a residential dwelling to an owner-occupier

3 ☐ Exempt from fee per GC27388.1(a)(2); document recorded in connection with a concurrent transfer that is a residential dwelling to an owner-occupier

4 ☐ Exempt from fee per GC27388.1(a)(1); fee cap of $225 reached

5 ☐ Exempt from fee per GC27388.1(a)(2); document is subject to the imposition of documentary transfer tax

11 ☐ Exempt from fee per GC27388.1(a)(2); document is executed or recorded by the state or any county, municipality, or other political subdivision of the state

SL/sl

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

First Republic Bank
111 Pine Street
San Francisco, CA 94111
Attn: Loan Review

CONVEYANCE TO SECURE A DEBT.
EXEMPT FROM DOCUMENTARY TRANSFER TAX
UNDER REVENUE & TAXATION CODE 11921

(Space above this line for Recorder's use)

FIRST REPUBLIC BANK
It's a privilege to serve you®

ASSIGNMENT OF LEASES

This Assignment of Leases (the "Assignment") is executed by **Tranente One LLC, a California limited liability company** (the "Borrower"), in favor of **First Republic Bank** (the "Lender"), with reference to the following facts:

A. Borrower has obtained or is about to obtain a loan from the Lender in the principal amount of **Eight Million One Hundred Thousand and 00/100 Dollars ($8,100,000.00)** (the "Loan") evidenced by Borrower's promissory note dated **June 27, 2019** (the "Note") in favor of the Lender. The Note and Borrower's other obligations to the Lender in connection with the Loan are secured by a deed of trust, fixture filing, assignment of rents, and security agreement (the "Deed of Trust") encumbering the real property described in Exhibit "A" attached hereto (the "Real Property") and all buildings, structures and improvements now existing or hereafter constructed on the Real Property (the "Improvements"). The Real Property and Improvements are referred to collectively as the "Property."

B. The Note, Deed of Trust, and all other documents executed by Borrower and delivered to the Lender at the Lender's request in connection with the Loan are referred to collectively as the "Loan Documents."

C. Borrower desires to assign its interest in all leases now or hereafter affecting the Property to the Lender on the terms and conditions of this Assignment.

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THEREFORE, for valuable consideration, Borrower agrees as follows:

1. **Assignment.** Borrower absolutely and unconditionally grants, transfers and assigns to the Lender all of Borrower's right, title, and interest in and to the following (collectively, the "Leases"): (a) all existing and future leases affecting all or part of the Property, including the leases, if any, identified in Exhibit "B" attached to this Assignment; (b) all extensions, renewals, modifications and amendments to such leases; and (c) all guaranties of and security for the tenants' obligations under such leases . All terms with an initial capital letter which are used but not defined in this Assignment shall have the respective meanings given to such terms in the Deed of Trust.

2. **License.** Prior to the occurrence of an Event of Default under the Loan Documents, Borrower shall have a license to exercise all of the lessor's rights under the Leases and to collect all rent and other amounts payable by tenants under the Leases, including all claims by Borrower for damages resulting from or arising out of any breach by any tenant under any of the Leases (collectively, the "Rent") as the same becomes due and payable. Upon the occurrence of an Event of Default under the Loan Documents, Borrower's license to enforce the Leases and collect the Rent shall automatically be revoked without notice to Borrower. Following such revocation, the Lender shall be entitled to enforce all of the lessor's rights under the Leases and collect and retain all Rent. The Lender shall have the right to apply all Rent collected by or on behalf of the Lender to the obligations secured by the Deed of Trust in such order and amounts as the Lender may determine in its sole and absolute discretion. No action taken by the Lender to collect Rent or enforce the Leases shall be deemed to make the Lender a mortgagee-in-possession of the Property. Notwithstanding anything to the contrary contained in this Assignment or in the other Loan Documents, Borrower's assignment of the Leases to the Lender is an absolute assignment and not an assignment as security.

3. **Notice to Tenants.** Upon revocation of the license described in Section 2 above, Borrower irrevocably authorizes all tenants under the Leases (referred to collectively as the "Tenants" and individually as a "Tenant") to comply with any notice or demand by the Lender for payment to the Lender of any Rent or for the performance of any of the Tenants' other obligations under the Leases, and no Tenant shall have any duty to inquire as to whether any default by Borrower has occurred under the Loan Documents.

4. **Warranties and Representations by Borrower.** Borrower warrants and represents to the Lender that, except as specifically set forth in a written rent statement certified by Borrower or other writing furnished by Borrower to the Lender prior to the date of this Assignment, (a) there are no leases or rental agreements affecting all or part of the Property other than the leases identified in Exhibit "B" attached to this Assignment (collectively, the "Existing Leases"), and as of the date the Deed of Trust is recorded in the official records of the county in which the Property is located, no leases or rental agreement will affect the Property other than the Existing Leases; (b) Borrower is the sole owner of the entire landlord's interest in the Existing Leases; (c) Borrower has delivered to the Lender complete and accurate copies of the Existing Leases (including all amendments, modifications, and supplements thereto); (d) no rent concessions have been given to any Tenant under any of the Existing Leases; (e) no rent has been prepaid in advance for more than one (1) month by any Tenant under any of the Existing Leases (except that a bona fide security deposit shall not be deemed to constitute rent collected in advance); (f) no Tenant under any of the Existing Leases has any defenses to the enforcement of its Existing Lease, and no Tenant under any of the Existing Leases has any offsets or deductions to rent; (g) if this Assignment is executed in connection with existing Improvements on the Real Property, each of the Tenants under the Existing Leases has accepted and now occupies its premises on a rent-paying basis, all work required to be performed by Borrower under the Existing Leases has been completed in accordance with the terms of the Existing Leases; (h) no Tenant under the Existing Leases has an option or right of first refusal to expand its premises or to purchase all or part of the Property or any similar option or right; (i) each of the Existing Leases is valid, enforceable and in full force and effect, and neither Borrower nor any Tenant is in default under any of the Existing Leases; (j) each of the Existing Leases constitutes the entire agreement with the Tenant thereunder, and none of the Existing Leases has been modified, amended, or supplemented in any respect; (k) none of the Existing Leases, and no Rents and Profits payable under any of the Existing Leases, has been assigned or otherwise pledged or hypothecated to any Person other than to the Lender; (l) Borrower

has received no notice from any Tenant under any of the Existing Leases challenging the validity or enforceability of any of the Existing Leases; (m) no Person has any possessory interest in, or right to occupy, all or part of the Property except under and pursuant to one of the Existing Leases; (n) each of the Existing Leases is, or at the option of the Lender may be made to be, subordinate to the Deed of Trust, either pursuant to its terms or pursuant to a separate subordination agreement; (o) no brokerage commissions or finder's fees are due and payable regarding any of the Existing Leases; (p) all of the Existing Leases are arm's-length agreements with bona fide, independent third Persons; (q) no Existing Lease has the benefit of a non-disturbance agreement that would be considered unacceptable to prudent institutional lenders; and (r) all security deposits relating to the Existing Leases as shown on the written rent statement certified by Borrower and delivered to the Lender have been collected by Borrower

5. **Compliance with Leases.** Borrower shall perform and discharge all obligations of the lessor under the Leases in accordance with the terms thereof and shall diligently enforce all remedies available to Borrower in a commercially reasonable manner in the event of a default by the Tenant under any Lease.

6. **Lease Documentation.** If, under the terms of the Loan Documents, the Lender's prior written consent is required in connection with Borrower's execution of any Lease, at the time the Lender's consent is requested by Borrower, Borrower shall submit to the Lender (a) a complete and accurate copy of the Lease with respect to which the Lender's consent is requested; (b) the rental application (if any) of the Tenant under the Lease; (c) if specifically requested by the Lender, a complete and accurate copy of a current financial statement for the Tenant under the Lease, certified by the Tenant as being true and correct, together with a credit report for the Tenant; and (d) such other information regarding the Tenant under the Lease and the proposed use of the space which is the subject of the Lease as the Lender may reasonably require. The Lender's approval of a Lease may be conditioned on, among other things, the Lender's receipt of (i) an estoppel certificate satisfactory to the Lender in form and substance executed by the Tenant under the Lease; and (ii) a subordination, non-disturbance, and attornment agreement satisfactory to the Lender in form and substance executed by the Tenant under the Lease. Upon the Lender's request from time to time, Borrower shall provide the Lender with the information and documents specified in clauses (a) through (d) of this Section with respect to any or all existing Tenants leasing space in the Improvements, provided that such information and documents are in Borrower's possession or control. Upon the Lender's request from time to time, Borrower shall use its commercially reasonable efforts to obtain and deliver to the Lender the documents described in clauses (i) and (ii) of this Section with respect to new Tenants who lease space in the Improvements after recordation of the Deed of Trust.

7. **No Liability by Lender.** Nothing contained in this Assignment or any of the other Loan Documents shall be deemed to render the Lender directly or indirectly liable or responsible for (a) the control, care, operation, management or repair of all or part of the Property; or (b) the performance or observance of any or all of Borrower's duties, obligations, representations, or warranties as lessor under any of the Leases. The Lender shall have no responsibility or liability of any kind to Borrower for any failure or delay by the Lender in enforcing any of the terms or conditions of any of the Leases.

8. **Indemnification.** Borrower shall indemnify and hold the Lender harmless from and against any and all claims, demands, damages, liabilities, actions, causes of action, suits, costs, and expenses, including attorneys' fees and costs, arising out of or relating to (a) any duty or obligation to be performed by Borrower or any representation or warranty made by Borrower as lessor under any of the Leases; or (b) the Lender's exercise of any or all of the Lender's rights and remedies under this Assignment.

9. **No Prior Assignments.** Borrower warrants and represents to the Lender that (a) Borrower holds or, as of the date of recordation of the Deed of Trust will have acquired, all of the lessor's rights under the Existing Leases; (b) Borrower has not assigned the Leases to any other Person; and (c) Borrower shall not assign the Leases to any other Person as long as Borrower remains indebted to the Lender in connection with the Loan.

10. **Attorneys' Fees.** Borrower shall pay to the Lender upon the Lender's demand all costs and expenses, including attorneys' fees and costs, incurred by the Lender in enforcing any of the terms of this Assignment or the Lender's rights under this Assignment.

11. **Modifications; Waiver.** This Assignment may be modified only by a written agreement signed by Borrower and the Lender. No waiver of any of the terms of this Assignment shall be binding on the Lender unless such waiver is in writing and signed by the Lender.

12. **California Law.** This Assignment shall be governed by and interpreted under the laws of the State of California.

13. **Remedies.** The Lender shall be entitled to exercise its rights and remedies under this Assignment (a) without initiating any action or proceeding of any kind against Borrower or taking possession of the Property; (b) without regard to the adequacy of any security for Borrower's obligations to the Lender in connection with the Loan; and (c) without having recorded a notice of default and election to sell under the Deed of Trust. The Lender's rights and remedies under this Assignment are cumulative with and in addition to all other rights and remedies which the Lender may have in connection with the Loan.

14. **Assignment; Term.** The Lender's rights under this Assignment may be separately assigned by the Lender by written instrument. Upon Borrower's payment and performance of all obligations secured by the Deed of Trust, the Lender shall execute and record a reassignment to Borrower of all rights acquired by the Lender under this Assignment.

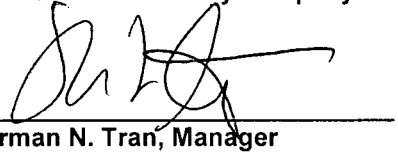
15. **Descriptive Headings; Counterparts.** The headings to sections of this Assignment are for convenient reference only, and they do not in any way limit or amplify the terms of this Assignment and shall not be used in interpreting this Assignment. For purposes of this Agreement, the term "including" shall be deemed to mean "including without limitation." This Assignment may be signed in counterparts, each of which shall constitute an original, and all of which together shall constitute one agreement.

16. **Successors.** This Assignment shall be binding upon and inure to the benefit of Borrower and the Lender and their respective successors and assigns.

Dated: **June 27, 2019**.

BORROWER:

Tranente One LLC,
a California limited liability company



By: _____
Sherman N. Tran, Manager

NOTE: ALL SIGNATURES ON THIS ASSIGNMENT MUST BE NOTARIZED.

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 Santa Clara } **SS.**

On June 28, 2019 before me, Sharon La Fountain, Notary Public, personally
(insert name and title of the officer)

appeared Sherman N. Tran, 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.

[Notary Signature]

SHARON LA FOUNTAIN
Notary Public - California
Santa Clara County
Commission # 2279621
My Comm. Expires Mar 31, 2023

(Seal)

ASSIGNMENT OF LEASES

EXHIBIT "A"

LEGAL DESCRIPTION

THE REAL PROPERTY REFERRED TO HEREIN IS ALL THAT CERTAIN REAL PROPERTY LOCATED IN THE COUNTY OF SAN MATEO, STATE OF CA, DESCRIBED AS FOLLOWS OR ON ATTACHED PAGE(S):

ORDER NO. : 0616017480

EXHIBIT A

The land referred to is situated in the unincorporated area of the County of San Mateo, State of California, and is described as follows:

Lots 1 and 2, Block 2, as delineated upon that certain Map entitled "DUMBARTON ACRES, MAP NO. 2, BEING A RESUBDIVISION OF LOT "C" AND A PORTION OF LOT "A" OF DUMBARTON ACRES NEAR REDWOOD CITY, CALIFORNIA", filed for record in the Office of the Recorder of the County of San Mateo, State of California, on December 12th, 1927, in Book 16 of Maps, at Pages 53 and 54.

APN: 054-081-010
JPN: 054-08-081-01

All that certain real property is situated in the State of California, City of Redwood City, County of San Mateo, and is described as follows:

Lots 5 and 7, Block 2, as delineated upon that certain Map entitled "DUMBARTON ACRES, MAP NO. 2, BEING A RESUBDIVISION OF LOT "C" AND A PORTION OF LOT "A" OF DUMBARTON ACRES NEAR REDWOOD CITY, CALIFORNIA", filed for record in the Office of the Recorder of the County of San Mateo, State of California, on December 12th, 1927, in Book 16 of Maps, at Pages 53 and 54.

APN: 054-081-140
JPN: 054-08-081-14

Case: 24-10715 Doc# 192-21 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 104 of 112

ASSIGNMENT OF LEASES

EXHIBIT "B"

DESCRIPTION OF EXISTING LEASES

All existing leases shown and identified in the most current Rent Statement for the Property certified by Borrower and delivered by Borrower to the Lender prior to the recordation of this Assignment in the real property records of the county in which the Property is located.

2021-102259

11:00 am 07/07/21 DE Fee: 43.00
Count of Pages 4 UN
Recorded in Official Records
County of San Mateo
Mark Church
Assessor-County Clerk-Recorder

RECORDING REQUESTED BY:
Stewart Title Guaranty Company - Commercial Services

AND WHEN RECORDED MAIL DOCUMENT TO:

860 Charter LLC
15466 Los Gatos Blvd., # 109-135
Los Gatos, CA 95032

ORDER NO.
ESCROW NO. 21000300248
APN: 054-081-010 and 054-081-140

SPACE ABOVE FOR RECORDER'S USE

Grant Deed

Title of Document

Pursuant to Senate Bill 2 – Building Homes and Jobs Act (Government Code Section 27388.1 (GC)), 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).

REASON FOR EXEMPTION

- ☑ Exempt as Transfer of real property subject to imposition of documentary transfer tax.
- ☐ Exempt from fee under GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT).
- ☐ Exempt as Transfer of real property that is a residential dwelling to an owner-occupier.
- ☐ Exempt from fee under 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 under GC 27388.1 (a) (1); exceeds maximum fee of $225.00.
- ☐ Exempt from fee under GC 27388.1 (a) (1); not related to real property.

RECORDING REQUESTED BY:
Stewart Title Guaranty Company - Commercial Services

WHEN RECORDED MAIL TO
AND SEND TAX STATEMENTS TO:

860 Charter LLC
15466 Los Gatos Blvd # 109-135
Los Gatos, CA 95032

ORDER NO.
ESCROW NO. 21000300248
APN: 054-081-010 and 054-081-140

SPACE ABOVE THIS LINE FOR RECORDERS USE

GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

DOCUMENTARY TRANSFER TAX is: $ 13,530.00 CITY TAX $ 0

computed on full value of property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale.

in an unincorporated area; and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Tranente One, LLC, a California limited liability company

hereby GRANT(S) to 860 Charter LLC, a California limited liability company

the following described real property in an unincorporated area,, County of San Mateo, State of California:

Lots 1 and 2, block 2, as delineated upon that certain map entitled "Dumbarton Acres, Map No. 2, being a Resubdivision of Lot "C" and a Portion of Lot "A" of Dumbarton Acres Near Redwood City, California", filed for record in the office of the Recorder of the County of San Mateo, State of California, on December 12, 1927, in Book 16 of Maps, at Pages 53 and 54.

APN: 054-081-010

All that certain real property is situated in the State of California, City of Redwood City, County of San Mateo, and is described as follows:

Lots 5 and 7, block 2, as delineated upon that certain map entitled "Dumbarton Acres, Map No. 2, being a Resubdivision of Lot "C" and a Portion of Lot "A" of Dumbarton Acres Near Redwood City, California", filed for record in the office of the Recorder of the County of San Mateo, State of California, on December 12, 1927, in Book 16 of Maps, at Pages 53 and 54.

APN: 054-081-140

Date: July 02, 2021

TRANENTE ONE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

By: Sherman N. Tran
Manager

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 Santa Clara

On _____ before me _____, Notary Public personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (seal)

MAIL TAX STATEMENT AS DIRECTED ABOVE

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 Santa Clara)

On July 2, 2021 before me, Janine McCaffery
(insert name and title of the officer)

personally appeared Sherman N. Tran,
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.

JANINE MCCAFFERY
Notary Public – California
Santa Clara County
Commission # 2219370
My Comm. Expires Oct 22, 2021

Signature _____ **(Seal)**

54-8

1" = 100'

N

ROAD

BAY

CHARTER ST.

KAYNYNE AVE.

SWEENEY AVE.

DOUGLAS AVE.

SPRING ST.

FLYNN AVE.

SCOTT AVE.

081

082

083

PAR. 1

PAR. 2

20' EASE.

15' EASE.

N28°50'30"E

N78°13'W

N74°12'W

N75°25'30"W

△2 PARCEL MAP VOL. 4/35

△1 DUMBARTON ACRES MAP NO. 2 RSM 16/53-54

Case: 24-10715 Doc# 192-21 Filed: 07/11/25 Entered: 07/11/25 19:20:48 Page 110 of 112

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DUMBARTON ACRES
MAP NO. 2

KNOW ALL MEN BY THESE PRESENTS That California Pacific Title and Trust Company a corporation, formerly California Pacific Title Insurance Company, a corporation as owner; California Pacific Title and Trust Company, a corporation formerly California Pacific Title Insurance Company a corporation, as trustee, under a certain deed of trust executed by Howard J. Canine and Opal E. Canine his wife, authorize the subdivision entitled "Dumbarton Acres Map No2, being a resubdivision of Lot 'C' and a portion of Lot 'A' of Dumbarton Acres near Redwood City, Calif." and hereby cause and consent to the making and filing of this map thereof, and declare it to be a true and correct plan of the survey of said subdivision. That the land delineated hereon as Bay Road, Willow Street, Charter Street, Kaynyne Avenue, Sweeney Avenue, and Redwood Avenue is intended and is hereby offered as dedicated for streets or highways for the public use, and that all other streets or highways shown hereon exist now as such. That the subscribers to this statement are all whose consents are necessary to pass a clear title to the land shown on this map.

IN WITNESS WHEREOF said California Pacific Title and Trust Company, as owner, California Pacific Title and Trust Company, as Trustee, and R. Anastacia Sweeney Pescia, as beneficiary, have caused these presents to be duly executed, signed and attested this 10th day of December 1927.

CALIFORNIA PACIFIC TITLE AND TRUST COMPANY
AS OWNER. by Benj. J. Healey Vice President.
Secretary

CALIFORNIA PACIFIC TITLE AND TRUST COMPANY
AS TRUSTEE. by Benj. J. Healey Vice President
Secretary

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO } SS

On this 10th day of December A.D 1927, before me Daisy Brothers Wilson a Notary Public in and for the City and County of San Francisco, State of California, personally appeared Benj. J Healey and W. H. Smith, Jr known to me to be the Vice President and Secretary respectively of California Pacific Title and Trust Company, the corporation described in and that executed the within instrument as owner and as trustee, and they duly acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF I have set my hand and affixed my official seal at my office in said City and County of San Francisco, the day and year first above written. Daisy Brothers Wilson
Notary Public in and for the City and County of San Francisco, State of California.

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO } SS

On this day of AD 1927, before me a Notary Public in and for the City and County of San Francisco, State of California, personally appeared R. Anastacia Sweeney Pescia, known to me to be the person described in and that executed the within instrument and she duly acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have set my hand and affixed my official seal at my office in said City and County of San Francisco, the day and year first above written.

Notary Public in and for the City and County of San Francisco, State of California.

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO } SS

Benj. J. Healey being first duly sworn deposes and says, That he is one of the Vice Presidents of the California Pacific Title and Trust Company, a corporation and being duly authorized makes this affidavit on behalf of and as the act of said corporation. That the said California Pacific Title and Trust Company is the owner of the land embraced on this map, and that the only other persons whose consents are necessary to pass a clear title to the land shown on this map are California Pacific Title and Trust Company, Trustee, and R. Anastacia Sweeney Pescia. That the above statements are facts true to his own knowledge. That this map consists of two sheets to wit: Sheet No1 which embraces the title, endorsements of affidavits, certificates, approvals, consents and certificates of acknowledgements, and Sheet No2 which shows the delineation of Lots and streets, and monuments as located and appearing on the ground.

Benj. J. Healey

Suscribed and sworn to before me this 10th day of December 1927
Daisy Brothers Wilson
Notary Public in and for the City and County of San Francisco State of California.

I, J.J. Shields, Auditor of the County of San Mateo, State of California, do hereby certify that there are no liens for unpaid County taxes upon the tract or subdivision of land shown on this map, or against any portion thereof.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 12th day of December 1927.

J. J. Shields
Auditor of San Mateo County, California

This map was examined and approved by the Council of the Town of Redwood City at its meeting on the 5th day of Dec 1927, by a resolution then duly passed, and that portion of Willow Street lying within the incorporated limits of the Town of Redwood City, as shown on this map, was accepted as dedicated to public use.

W. A. Price
Clerk of the Town of Redwood City

I, Elizabeth M. Kneese, county Clerk and ex-officio Clerk of the Board of Supervisors of San Mateo County, State of California, hereby certify that said Board, at its regular meeting held on the 12th day of December 1927, approved this map, by a resolution then duly passed, and the streets or highways as set forth on this map and enumerated in the foregoing owners certificate, with the exception of that portion of Willow Street lying within the incorporated limits of the Town of Redwood City, were accepted on behalf of the public, as dedicated to public use.

IN WITNESS WHEREOF. I have hereunto set my hand, and affixed my official seal this 12th day of December 1927.

Elizabeth M. Kneese
County Clerk and ex-officio Clerk of the Board of Supervisors of San Mateo County
By E. L. Talbot Deputy Clerk

We, Geo. A. Kneese, County Surveyor and D.P. Flynn, County Assessor of the County of San Mateo, State of California, hereby certify that we have examined each and every lot as shown on the within map as to its value for residential or commercial purposes, and hereby recommend approval of said map.

Geo. A. Kneese
County Surveyor

D.P. Flynn
County Assessor

I, C.L. Dimmitt, Civil Engineer do hereby certify that the within map was made from a full, true, and correct survey, made by me on the ground of the lands embraced herein. I further declare it to be a true and correct plan of the survey, and that this map shows the exact location of the tract with reference to adjacent lands.

C.L. Dimmitt
Civil Engineer

The City Planning Commission of the Town of Redwood City, to which was submitted the within map at its regular meeting held on the 5th day of December 1927 approved the same.

John Gill
Secretary of the Planning Commission of the Town of Redwood City, California.

File No 39136A
Filed at the request of C.L. Dimmitt Dec. 12 1927, at 0 min. past 5 o'clock P.M. in Vol. 16 of Maps, at pages 53 and 54 San Mateo County Records.

T.C. Kiser
Recorder.

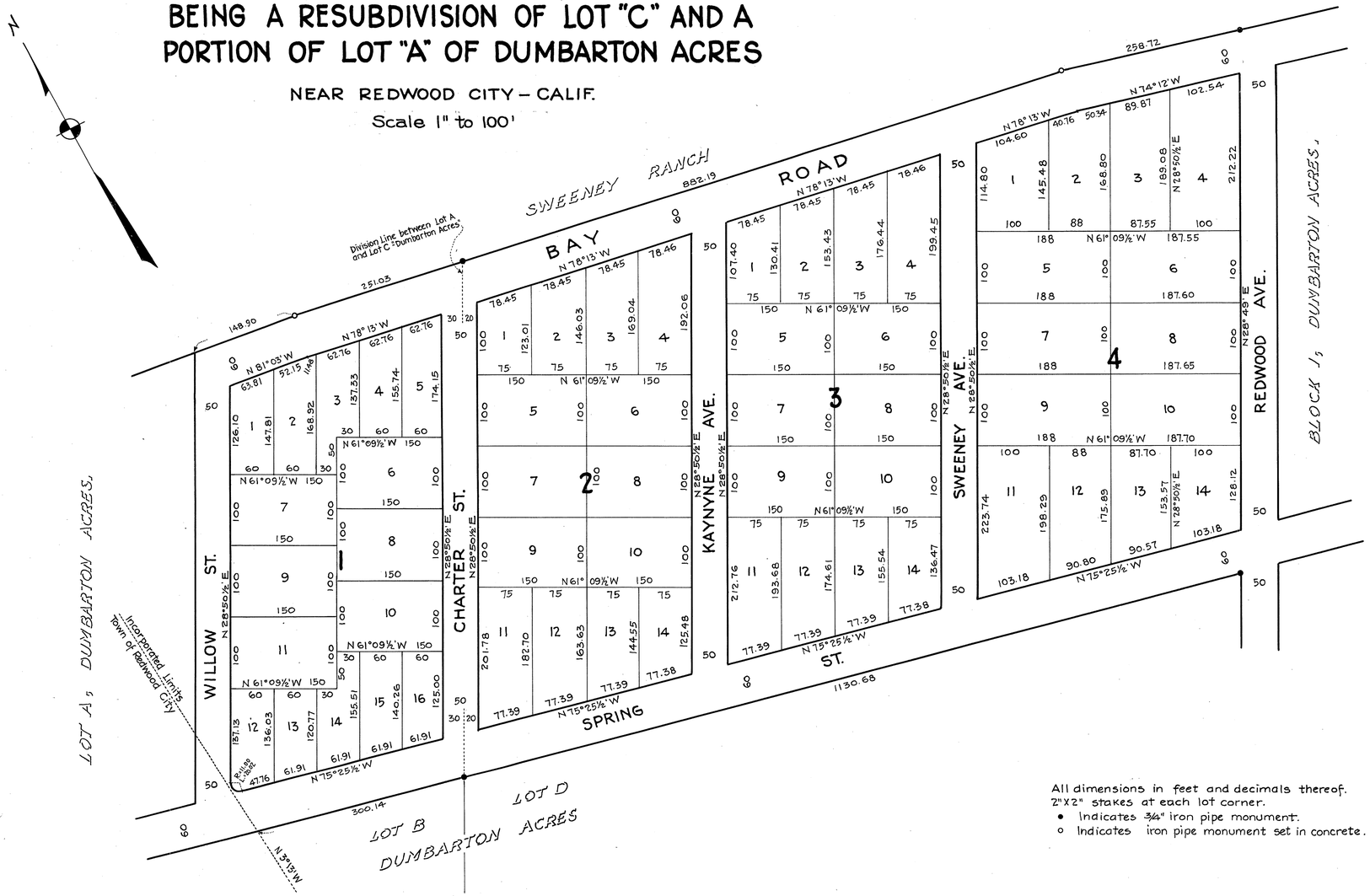
54 16

DUMBARTON ACRES
MAP NO. 2

BEING A RESUBDIVISION OF LOT "C" AND A PORTION OF LOT "A" OF DUMBARTON ACRES

NEAR REDWOOD CITY – CALIF.

Scale 1" to 100'



All dimensions in feet and decimals thereof.
2"X2" stakes at each lot corner.
- ● Indicates ¾" iron pipe monument.
- o Indicates iron pipe monument set in concrete.

EXHIBIT F.
Socotra Loan Chart_Redacted

Socotra Loan No.	Lender(s)[1]	Borrower(s)	Date of Loan	Principal Amount	Initial Interest Rate	Collateral[2]	Use of Loan Proceeds[3]	Source Bates Numbers
[redacted]3-149	Community Loans & Investments LLC	KS Mattson Partners LP	11/20/2023	$750,000.00	11.750%	10393 Badger Lane	Cash-Out Transaction ($712,689.05)	SOC00118523; SOC00118544
[redacted]3-150	Community Loans & Investments LLC	KS Mattson Partners LP	11/20/2023	$750,000.00	11.750%	10395 Badger Lane	Cash-Out Transaction ($712,705.22)	SOC00119296; SOC00119324
[redacted]46CF	Socotra REIT I LLC	KS Mattson Partners LP	11/17/2023	$2,740,000.00	11.250%	72/74 Moon Mountain Rd[§¶]	Construction Refinance [redacted]5-131]	SOC00075335; SOC00075367; SOC00075586
[redacted]24CF	The Socotra Fund LLC	KS Mattson Partners LP	9/11/2023	$1,050,000.00	13.375%	10334 Badger Lane	Refinance [redacted]-29CF]	SOC00080265; SOC00113239; SOC00154094; SOC00113331
[redacted]25CF	The Socotra Fund LLC	KS Mattson Partners LP	9/11/2023	$1,043,000.00	13.375%	10336 Badger Lane	Refinance [redacted]30CF]	SOC00080265; SOC00114383; SOC00154832; SOC00114476
[redacted]26CF	The Socotra Fund LLC	KS Mattson Partners LP	9/11/2023	$1,043,000.00	13.375%	10342 Badger Lane	Refinance [redacted]31CF]	SOC00080265; SOC00115552; SOC00155478; SOC00115643
[redacted]29CF	The Socotra Fund LLC	KS Mattson Partners LP	9/5/2023	$750,000.00	12.875%	1176 Castle Rd[§¶]	Property Purchase	SOC00156544; SOC00156294
[redacted]99CF	Socotra REIT I LLC	KS Mattson Partners LP	7/19/2023	$3,000,000.00	11.000%	1190 E. Napa Rd[§¶]	Cash-Out Refinance [CBB # 901113900] ($1,301,653.67)	SOC00077726; SOC00077567
[redacted]89CF	The Socotra Opportunity Fund, LLC; Socotra REIT I LLC	KS Mattson Partners LP	6/26/2023	$1,981,000.00	10.500%	18285 Sonoma Hwy[§]	Refinance [redacted]74CF]	SOC00053617; SOC00053611; SOC00053645
[redacted]3-74	WE Alliance Secured Income Fund, LLC	KS Mattson Partners LP	5/24/2023	$4,700,000.00	11.250%	3003 Castle Rd[§] 8340-8350 Auburn Blvd[§]	Cash-Out Refinance [redacted]7-160] ($984,378.02)	SOC00049875; SOC00049545
[redacted]62CF	The Socotra Opportunity Fund, LLC	KS Mattson Partners LP	5/8/2023	$2,375,000.00	11.000%	302-310 1st Street East	Refinance [redacted]9-24]	SOC00044520; SOC00044585
[redacted]63CF	The Socotra Opportunity Fund, LLC	KS Mattson Partners LP	5/8/2023	$4,500,000.00	11.000%	2 W Spain St[§] 2377 Lovall Valley Rd[§¶] 450 1st St E #A, B, and K[§]	Cash-Out Refinance [redacted]-66CF] ($547,710.72)	SOC00046110; SOC00144140; SOC00045947
[redacted]59CF	Socotra REIT I LLC	KS Mattson Partners LP	4/21/2023	$600,000.00	11.000%	1025 Napa Rd	Cash-Out Refinance [redacted]66CF] ($111,933.67)	SOC00043515; SOC00043573; SOC00043503; SOC00043786; SOC00043535
[redacted]57CF	The Socotra Opportunity Fund, LLC	KS Mattson Partners LP	4/18/2023	$2,865,000.00	11.000%	415 Pacific Ave[§]	Refinance [redacted]0-96]	SOC00125618; SOC00125847; SOC00125683
[redacted]54CF	HFS Fund IV, LLC	KS Mattson Partners LP	4/12/2023	$825,000.00	11.000%	1200 Apple Tree Ct[¶]	Cash-Out Refinance [redacted]16-49] ($160,791.28)	SOC00042651; SOC00042863; SOC00042672
[redacted]49CF	Socotra REIT I LLC	KS Mattson Partners LP	3/27/2023	$1,575,000.00	11.250%	22666 Broadway[§]	Cash-Out Transaction ($1,493,897.26)	SOC00123992; SOC00124015

Socotra Loan No.	Lender(s)[1]	Borrower(s)	Date of Loan	Principal Amount	Initial Interest Rate	Collateral[2]	Use of Loan Proceeds[3]	Source Bates Numbers
[redacted]36CF	Socotra REIT I LLC; WE Alliance Secured Income Fund, LLC	KS Mattson Partners LP	3/15/2023	$4,300,000.00	10.500%	333/371/411 Wilkerson Ave.	Refinance [redacted]8-09]	SOC00041077; SOC00062089; SOC00040946
[redacted]3-23	HFS Fund IV, LLC	KS Mattson Partners LP	2/7/2023	$440,000.00	10.500%	450 1st St E #G§	Refinance [redacted]0-73]	SOC00122160; SOC00122155; SOC00122183
[redacted]18CF	The Socotra Opportunity Fund, LLC	KS Mattson Partners LP	2/2/2023	$1,187,500.00	11.000%	19357 Sonoma Hwy§	Cash-Out Transaction ($1,130,707.76)	SOC00119848; SOC00119872
[redacted]16CF	The Socotra Opportunity Fund, LLC	KS Mattson Partners LP	1/31/2023	$1,200,000.00	11.500%	1170 Castle Rd§¶	Cash-Out Transaction ($1,141,607.20)	SOC00157258; SOC00157281
[redacted]12CF	The Socotra Opportunity Fund, LLC	KS Mattson Partners LP	1/24/2023	$997,500.00	11.000%	18590 Sonoma Hwy§	Cash-Out Transaction ($814,972.79)	SOC00116634; SOC00116664
[redacted]11CF	The Socotra Opportunity Fund, LLC	KS Mattson Partners LP	1/23/2023	$641,250.00	11.000%	16721 Sonoma Highway	Cash-Out Transaction ($567,059.18)	SOC00038887; SOC00038914
[redacted]48CF	The Socotra Opportunity Fund, LLC	Red Spruce Tree LP	12/29/2022	$2,700,000.00	11.000%	446/454 3rd Street West	Property Purchase	SOC00033136; SOC00032971
[redacted]42CF	The Socotra Opportunity Fund, LLC	KS Mattson Partners LP	12/21/2022	$700,625.00	11.000%	596 3rd St E	Cash-Out Transaction ($663,146.01)	SOC00031741; SOC00031916
[redacted]43CF	The Socotra Opportunity Fund, LLC	KS Mattson Partners LP	12/21/2022	$783,750.00	11.000%	653 3rd Street W	Cash-Out Transaction ($752,323.19)	SOC00032315; SOC00032343
[redacted]38CF	The Socotra Opportunity Fund, LLC	KS Mattson Partners LP	12/19/2022	$997,500.00	11.000%	789 Cordilleras	Cash-Out Transaction ($925,793.07)	SOC00055744; SOC00055773
[redacted]39CF	The Socotra Opportunity Fund, LLC	KS Mattson Partners LP	12/19/2022	$831,250.00	11.000%	20564 Broadway	Cash-Out Transaction ($798,183.56)	SOC00030576; SOC00030605
[redacted]40CF	The Socotra Opportunity Fund, LLC	KS Mattson Partners LP	12/19/2022	$475,000.00	11.000%	391-455 Oak Street 19173 Railroad Ave	Cash-Out Transaction ($450,710.19)	SOC00031142; SOC00031164
[redacted]03CF	The Socotra Opportunity Fund, LLC	Ginko Tree LP; Buckeye Tree LP	10/4/2022	$5,737,500.00	10.990%	635/645-651/1151/1161-1167 Broadway 10 Maple St	Property Purchase	SOC00026283; SOC00025984
[redacted]82CF	Socotra REIT I LLC	KS Mattson Partners LP	9/30/2022	$1,500,000.00	10.500%	230 E. Napa St§	Cash-Out Refinance [redacted]16-48] ($255,902.28)	SOC00107855; SOC00108525; SOC00107879
[redacted]78CF	The Socotra Opportunity Fund, LLC; Socotra REIT I LLC	KS Mattson Partners LP	9/1/2022	$2,560,000.00	10.500%	141-145 E. Napa Street 921 Broadway	Refinance [redacted]8-196]	SOC00024040; SOC00024087; SOC00024111
[redacted]79CF	The Socotra Opportunity Fund, LLC; Socotra REIT I LLC	KS Mattson Partners LP	9/1/2022	$2,210,000.00	10.500%	900 E Napa St 925-927 Broadway	Refinance [redacted]97CF]	SOC00106068; SOC00105886; SOC00105917
[redacted]74CF	The Socotra Opportunity Fund, LLC; Socotra REIT I LLC	KS Mattson Partners LP	8/30/2022	$2,000,000.00	10.500%	222/226 W. Spain 282 Patten St¶	Refinance[redacted]37CF]	SOC00023318; SOC00023347
[redacted]66CF	The Socotra Opportunity Fund, LLC; Socotra REIT I LLC	KS Mattson Partners LP; Richard W. Lull and Maureen J. Lull, Trustees of the Lull Family Revocable Trust Dated January 15, 2009; Scott A. Walker and Elizabeth Lull Walker, Trustees of The Walker Family Living Trust dated December 15, 2006	8/24/2022	$4,000,000.00	10.500%	1720-1722 The Strand§¶	Cash-Out Refinance [redacted]7-162] ($1,128,727.86)	LM_00046420; SOC00152335; SOC00152788

Socotra Loan No.	Lender(s)[1]	Borrower(s)	Date of Loan	Principal Amount	Initial Interest Rate	Collateral[2]	Use of Loan Proceeds[3]	Source Bates Numbers
[redacted]62CF	The Socotra Opportunity Fund, LLC	KS Mattson Partners LP	8/23/2022	$2,750,000.00	10.500%	1870 Thornsberry Dr 1221 Apple Tree Ct[¶]	Cash-Out Refinance [FJM] [Marsden] ($485,058.42)	SOC00022566; SOC00022590
[redacted]58CF	The Socotra Opportunity Fund, LLC	KS Mattson Partners LP	8/10/2022	$1,887,500.00	10.500%	19021 7th St E[¶]	Property Purchase	SOC00151530; SOC00151559
[redacted]39CF	Socotra REIT I LLC	KS Mattson Partners LP	7/12/2022	$960,000.00	9.650%	446 W. Napa	Property Purchase	SOC00020147; SOC00019954
[redacted]40CF	Socotra REIT I LLC	KS Mattson Partners LP	7/12/2022	$900,000.00	9.650%	454 W. Napa	Property Purchase	SOC00021608; SOC00021600
[redacted]41CF	Socotra REIT I LLC	KS Mattson Partners LP	7/12/2022	$1,002,000.00	9.650%	462 W. Napa	Property Purchase	SOC00104974; SOC00104966
[redacted]23CF	Socotra REIT I LLC	KS Mattson Partners LP	6/17/2022	$2,337,000.00	9.650%	18935 W 5th St	Property Purchase	SOC00019114; SOC00018920
[redacted]03CF	Socotra REIT I LLC	KS Mattson Partners LP	5/24/2022	$800,000.00	9.850%	1045 Bart Rd	Property Purchase	SOC00018245; SOC00018231
[redacted]99CF	Socotra REIT I LLC	KS Mattson Partners LP	5/18/2022	$1,925,000.00	9.650%	201 Meadowlark	Property Purchase	SOC00037731; SOC00037719
[redacted]73CF	Socotra REIT I LLC	KS Mattson Partners LP	4/15/2022	$3,565,000.00	9.400%	786/790 Broadway 856 4th Street E[§] 1014 1st St W[§]	Cash-Out Purchase ($552,981.22)	LFM-S_00217923; SOC00036838
[redacted]68CF	Socotra REIT I LLC	KS Mattson Partners LP	4/12/2022	$1,395,000.00	9.350%	414 W. Napa St[§]	Property Purchase	SOC00111206; SOC00111196
[redacted]61CF	Socotra REIT I LLC	KS Mattson Partners LP	3/30/2022	$825,000.00	9.350%	377 West Spain Street	Cash-Out Transaction ($778,529.00)	SOC00035709; SOC00035702
[redacted]58CF	Socotra REIT I LLC	KS Mattson Partners LP	3/29/2022	$810,000.00	9.550%	17700 Sonoma Hwy	Property Purchase	SOC00033714; SOC00033705
[redacted]2-59K	Socotra Capital Inc. 401(k) Plan	KS Mattson Partners LP	3/29/2022	$510,000.00	9.350%	456 W. 5th St	Property Purchase	SOC00155711; SOC00155560
[redacted]60CF	Socotra REIT I LLC	KS Mattson Partners LP	3/29/2022	$1,312,500.00	9.350%	24160 Turkey Rd 24237 Arnold Rd.	Property Purchase	SOC00035109; SOC00035063
[redacted]27CF	Socotra REIT I LLC	KS Mattson Partners LP	2/23/2022	$990,000.00	9.750%	107 Quail Court	Cash-Out Transaction ($899,603.39)	SOC00109155; SOC00109097
[redacted]28CF	Socotra REIT I LLC	KS Mattson Partners LP	2/23/2022	$990,000.00	9.750%	109 Quail Court	Cash-Out Transaction ($786,446.81)	SOC00109778; SOC00109718
[redacted]29CF	Socotra REIT I LLC	KS Mattson Partners LP	2/23/2022	$990,000.00	9.750%	10334 Badger Lane	Cash-Out Transaction ($951,464.84)	SOC00153430; SOC00153364
[redacted]30CF	Socotra REIT I LLC	KS Mattson Partners LP	2/23/2022	$990,000.00	9.750%	10336 Badger Lane	Refinance [redacted]1-37]	SOC00154183; SOC00109028; SOC00154175
[redacted]31CF	Socotra REIT I LLC	KS Mattson Partners LP	2/23/2022	$990,000.00	9.750%	10342 Badger Lane	Cash-Out Transaction ($950,533.03)	SOC00154982; SOC00154925
[redacted]32CF	Socotra REIT I LLC	KS Mattson Partners LP	2/23/2022	$990,000.00	9.750%	10344 Badger Lane	Cash-Out Transaction ($950,464.84)	SOC00110458; SOC00110384
[redacted]00CF	Socotra REIT I LLC	KS Mattson Partners LP	7/27/2021	$1,320,000.00	9.990%	171 W. Spain Street	Property Purchase	SOC00008782; SOC00008772
[redacted]01CF	Socotra REIT I LLC	KS Mattson Partners LP	7/27/2021	$2,750,000.00	10.250%	101/103/310 Meadowlark Ln 24101/24151 Arnold Dr	Property Purchase	SOC00009826; SOC00009816

Socotra Loan No.	Lender(s)[1]	Borrower(s)	Date of Loan	Principal Amount	Initial Interest Rate	Collateral[2]	Use of Loan Proceeds[3]	Source Bates Numbers
[redacted]78CF	Socotra REIT I LLC	KS Mattson Partners LP	6/21/2021	$1,450,000.00	9.500%	1823-1825 Coast Blvd.[§¶]	Cash-Out Refinance [BofA] ($171,923.56)	SOC00149131; SOC00149119
[redacted]82CF	Socotra REIT I LLC	KS Mattson Partners LP	6/9/2021	$1,890,000.00	9.990%	170-180 E 1st St.	Property Purchase	SOC00149996; SOC00149985
[redacted]68CF	Socotra REIT I LLC	KS Mattson Partners LP	6/3/2021	$1,740,000.00	9.500%	151 E Napa St.	Property Purchase	SOC00015498; SOC00015487
[redacted]69CF	Socotra REIT I LLC	KS Mattson Partners LP	6/3/2021	$1,250,000.00	10.250%	23250 Maffei Road	Cash-Out Transaction ($1,021,213.96)	SOC00016934; SOC00016922
[redacted]1-70K	Socotra Capital Inc. 401(k) Plan	KS Mattson Partners LP	6/3/2021	$605,000.00	9.500%	1220 E. Napa St[¶]	Cash-Out Transaction ($581,514.37)	SOC00074204; SOC00074226
[redacted]1-71K	Socotra Capital Inc. 401(k) Plan	KS Mattson Partners LP	6/3/2021	$550,000.00	9.500%	528 - 534 3rd St. W[§¶]	Cash-Out Transaction ($527,702.25)	SOC00074769; SOC00075243
[redacted]33CF	Socotra REIT I LLC	KS Mattson Partners LP	2/26/2021	$750,000.00	10.500%	10328 Badger Lane	Cash-Out Transaction ($664,886.69)	SOC00012184; SOC00012173
[redacted]34CF	Socotra REIT I LLC	KS Mattson Partners LP	2/26/2021	$750,000.00	10.500%	10326 Badger Lane	Cash-Out Transaction ($582,298.40)	SOC00013039; SOC00013025
[redacted]35CF	Socotra REIT I LLC	KS Mattson Partners LP	2/26/2021	$750,000.00	10.500%	10306 Badger Lane	Cash-Out Transaction ($665,620.69)	SOC00013968; SOC00013995
[redacted]36CF	Socotra REIT I LLC	KS Mattson Partners LP	2/26/2021	$750,000.00	10.500%	10308 Badger Lane	Cash-Out Transaction ($665,620.69)	SOC00014877; SOC00014865
[redacted]1-37	Pinyon Partners, LLC	KS Mattson Partners LP	2/26/2021	$2,000,000.00	10.750%	Pinyon II	Refinance [redacted]8-08]	SOC00148639; SOC00128630; SOC00148639
[redacted]15CF	Socotra REIT I LLC	KS Mattson Partners LP	1/28/2021	$600,000.00	10.500%	424 2nd St W	Property Purchase	SOC00011174; SOC00011356
[redacted]07CF	Socotra REIT I LLC	KS Mattson Partners LP	1/13/2021	$3,750,000.00	10.750%	18701 Gehricke Rd	Cash-Out Transaction ($3,453,606.70)	SOC00007004; SOC00006994
[redacted]02CF	Socotra REIT I LLC	KS Mattson Partners LP	1/7/2021	$1,925,000.00	10.750%	19450 Old Winery Rd	Property Purchase	SOC00005634; SOC00005656
[redacted]96CF	Socotra REIT I LLC; The Socotra Opportunity Fund, LLC	KS Mattson Partners LP	11/6/2020	$2,750,000.00	10.250%	415 Pacific Ave[§]	Cash-Out Refinance [First Bank] ($778,348.19)	SOC00146951
[redacted]73CF	Socotra REIT I LLC	KS Mattson Partners LP	9/25/2020	$2,600,000.00	10.990%	450 1st St E #G[§] 870 E. Napa[§¶] 19355 E. 7th[§¶] 72/74 Moon Mountain[§¶]	Cash-Out Refinance [redacted]8-181] ($2,464,410.25)	SOC00145827; SOC00145859
[redacted]74CF	The Socotra Opportunity Fund LLC; Gerald A. Shiffman and Charol L. Shiffman, as Trustees of the Gerald A. Shiffman and Charol L. Shiffman Joint Trust	KS Mattson Partners LP	9/25/2020	$1,815,000.00	10.750%	18285 Sonoma Hwy[§] 72/74 Moon Mountain[§¶]	Cash-Out Refinance [redacted]5-204] ($531,212.69)	SOC00072180; SOC00072168
[redacted]66CF	Socotra REIT I LLC; The Socotra Opportunity Fund, LLC	KS Mattson Partners LP	8/31/2020	$3,550,000.00	10.750%	2 W Spain St[§] 2377 Lovall Valley Rd[§¶] 450 1st St E #A, B, and K[§]	Property Purchase	SOC00142084; SOC00142358

Socotra Loan No.	Lender(s)[1]	Borrower(s)	Date of Loan	Principal Amount	Initial Interest Rate	Collateral[2]	Use of Loan Proceeds[3]	Source Bates Numbers
[redacted]0-47	Socotra REIT I LLC; Kenneth J. Chapman; Kenneth A. Williams, Jr. and Jayne R. Williams as Trustees of the Kenneth A. Williams, Jr. and Jayne R. Williams Declaration of Trust dated January 24, 1996; Sarah Garone; Ron Chapman and Mary Chapman as Trustees of the Chapman Family Trust 2001; The Jack and Dawn Galante Revocable Trust, John C. Galante and Dawn R. Galante Trustors and Trustees; Joan Ferrari, Trustee of the Joan A. Ferrari Trust utd 10/15/07	KS Mattson Partners LP	7/8/2020	$3,000,000.00	11.250%	5200 Gateway Plaza Dr[§] 4321 First St[§¶]	Cash-Out Refinance [First Bank] ($714,000.10)	SOC00102248; SOC00102616
[redacted]37CF	The Socotra Fund LLC	KS Mattson Partners LP	6/8/2020	$1,962,500.00	10.990%	222/226 W. Spain 282 Patten St[¶]	Cash-Out Transaction ($1,128,569.78)	SOC00070345; SOC00070534
[redacted]15CF	The Socotra Fund LLC	KS Mattson Partners LP	2/10/2020	$2,942,500.00	9.990%	1549 E Napa St.[§] 24265/24321 Arnold Rd.	Cash-Out Transaction ($794,862.21)	SOC00099632; SOC00099828
[redacted]34CF	The Socotra Fund LLC	KS Mattson Partners LP	3/22/2019	$1,600,000.00	10.250%	430 W Spain St 443 Casabonne Ln.[§]	Property Purchase	SOC00064412; SOC00064441
[redacted]9-28	The Socotra Fund, LLC; Tony's Salami and Cheese Fund I, LLC; Wayne E. Stahmer and Linda K. Stahmer, Trustees of the Stahmer Family Trust dated June 6, 2002; Daniel Ingoglia; Abraham L. Kazimierek and Lori Ingoglia Kazimierek, Trustees of the Abe Kazimierek and Lori Ingoglia Kazimierek Family Trust, dated October 12, 2017; Leonard Martinelli; Bernard Horton & Lennette Horton Trustees, Bernard Horton Retirement Trust dtd 9-1-79; Bernard Horton & Lennette Horton Trustees, The Horton Family Trust dtd 9-10-1986	KS Mattson Partners LP	3/1/2019	$2,375,000.00	10.250%	24120 Arnold Dr	Property Purchase	SOC00003931; SOC00004382
[redacted]9-24	The Socotra Fund, LLC; Kenneth A. Williams and Jayne R. Williams as Trustees of the Kenneth A. Williams, Jr. and Jayne R. Williams Declaration of Trust; Tony's Salami and Cheese Fund I, LLC; Joan Ferrari, Trustee of the Joan A. Ferrari Trust; The Socotra Opportunity Fund, LLC	KS Mattson Partners LP	2/27/2019	$2,350,000.00	10.990%	302-310 1st Street East	Property Purchase	SOC00062788; SOC00062790
[redacted]8-196	The Socotra Fund, LLC; Daniel Ingoglia, Trustee of the 2017 Dwyer Ingoglia Trust; Kenneth A. Williams and Jayne R. Williams as Trustees of the Kenneth A. Williams, Jr. and Jayne R. Williams Declaration of Trust	KS Mattson Partners LP	12/28/2018	$2,530,000.00	9.990%	141-145 E. Napa Street 921 Broadway	Cash-Out Transaction ($2,410,383.60)	SOC00128795; SOC00128777
[redacted]97CF	The Socotra Fund, LLC; The Socotra Opportunity Fund, LLC	KS Mattson Partners LP	12/28/2018	$2,186,000.00	10.500%	900 E Napa St 925-927 Broadway	Cash-Out Purchase ($145,421.18)	SOC00130073; SOC00130264

Socotra Loan No.	Lender(s)[1]	Borrower(s)	Date of Loan	Principal Amount	Initial Interest Rate	Collateral[2]	Use of Loan Proceeds[3]	Source Bates Numbers
[redacted]8-187	The Socotra Fund, LLC; The Socotra Opportunity Fund, LLC; Kenneth A. Williams, Jr. and Jayne R. Williams as Trustees of the Kenneth A. Williams, Jr. and Jayne R. Williams Declaration of Trust; Joan Barbara Berger & Charles Otto Berger III, as Trustees of the Charles Otto Berger III and Joan Barbara Berger Family Trust; Joan Ferrari, Trustee of the Joan A. Ferrari Trust; Gary E. Roller, Trustee of the Gary E. Roller Profit Sharing Plan; Tony's Salami and Cheese Fund I, LLC	KS Mattson Partners LP	12/17/2018	$1,925,000.00	9.990%	450 1st St E #J[§] 452 1st St. E #C[§]	Cash-Out Transaction ($1,852,310.76)	SOC00002948; SOC00002965
[redacted]8-186	Tony's Salami and Cheese Fund I, LLC; The Socotra Fund, LLC; The Socotra Opportunity Fund, LLC	KS Mattson Partners LP	12/14/2018	$1,650,000.00	9.990%	19340 7th St E	Cash-Out Refinance [redacted]5-218] ($1,213,619.90)	SOC00002184; SOC00002197
[redacted]8-181	The Socotra Fund, LLC; Dennis A. Neeley and Darlene I. Neeley, Co-Trustees of The Dennis and Darlene Neeley Family Trust; Peter Ingoglia; The Socotra Opportunity Fund, LLC	KS Mattson Partners LP	12/5/2018	$1,350,000.00	9.990%	332 2nd Street E[§¶] 870 E Napa[§¶]	Cash-Out Transaction ($1,279,142.36)	SOC00062192; SOC00062205
[redacted]8-09	The Socotra Fund, LLC; Socotra REIT I LLC; Robert Bass, LLC; LJI, LLC; Satoko Ikeda, Trustee of The Samuel I. Ikeda Family Revocable 1976 Trust; The Entrust Group, Inc. FBO Michael DiGrazia Account #27569-2; The Entrust Group, Inc. FBO Susan Halfaker Account #27569-1	KS Mattson Partners LP	1/12/2018	$4,000,000.00	10.250%	333/371/411 Wilkerson Ave.	Refinance [Chase]	SOC00061247; SOC00061304
[redacted]8-08	Pinyon Partners, LLC	KS Mattson Partners LP	1/11/2018	$3,000,000.00	10.250%	Pinyon II	Property Purchase	SOC00128160; SOC00128347
[redacted]66CF	The Socotra Fund, LLC	KS Mattson Partners LP	10/18/2017	$437,500.00	10.250%	1025 Napa Rd	Property Purchase	SOC00060043; SOC00060071
[redacted]7-162	The Socotra Fund, LLC; Robert Bass, LLC; Wayne E. Stahmer and Linda K. Stahmer, Trustees of the Stahmer Family Trust dated June 4, 2002; Robert J. Malone, Trustee of the Robert J. Malone Trust; Bog Myers and Barbara Jean Myers, Trustees of the Bog and Barbara J. Myers Family Trust dated January 3, 1994	KS Mattson Partners LP; Richard W. Lull and Maureen J. Lull, Trustees of the Lull Family Revocable Trust Dated January 15, 2009; Scott A. Walker and Elizabeth Lull Walker, Trustees of The Walker Family Living Trust dated December 15, 2006	10/16/2017	$2,250,000.00	10.250%	1720-1722 The Strand[§¶]	Cash-Out Refinance [redacted]4-101] ($296,181.38)	SOC00137794; SOC00127578; SOC00127592
[redacted]7-160	The Socotra Fund, LLC; Peter Ingoglia; Patricia Ingoglia, Trustee Under the Bypass Trust under the Donald and Patricia Ingoglia Family Trust	KS Mattson Partners LP	10/3/2017	$2,950,000.00	10.750%	8340-8350 Auburn Rd.[§] 47 - 49 Natoma[§]	Refinance [redacted]4-118] [Tri Counties]	SOC00069366; SOC00057902; SOC00057930
[redacted]7-137	The Socotra Fund, LLC; The Socotra Opportunity Fund, LLC; James W. Coulter, Trustee of the James and Sharron Coulter Family Trust; Gordon M. Jacobs, Trustee of the Gordon M. Jacobs Intervivos Trust, dated August 3, 2011; PENSCO Trust Company, LLC Custodian FBO R. Michael Wilkie IRA; Sarah Garone; and Century 21 Davis Realty, Inc. Profit Sharing Plan FBO Robert M. Wilkie	KS Mattson Partners LP	8/4/2017	$3,000,000.00	10.990%	821 Lovall Valley Rd[§¶] 19355 E. 7th Street[¶]	Property Purchase	SOC00056499; SOC00056465

Socotra Loan No.	Lender(s)[1]	Borrower(s)	Date of Loan	Principal Amount	Initial Interest Rate	Collateral[2]	Use of Loan Proceeds[3]	Source Bates Numbers
[redacted]28CF	The Socotra Fund, LLC	KS Mattson Partners LP	7/12/2017	$1,200,000.00	10.500%	1319 - 1361 Fulton Ave (Leasehold) 860 Charter St§¶	Cash-Out Refinance [redacted]2-48 & [redacted]2-61] ($579,184.54)	SOC00068252; SOC00000888; SOC00000963
[redacted]7.2CF	Socotra Capital, Inc.	KS Mattson Partners LP	7/11/2017	$127,500.00	10.500%	68359 Jolon Rd§¶	Property Purchase	SOC00126996; SOC00127030
[redacted]27CF	The Socotra Fund, LLC	KS Mattson Partners LP	7/11/2017	$422,500.00	10.500%	68359 Jolon Rd§¶	Property Purchase	SOC00127023
[redacted]16-49	Tony's Salami and Cheese Fund I, LLC; Hansine Sterken, as Trustee of the Hansine C. Ingoglia Revocable Trust; Scott Berger, Trustee of the Scott and Nicole Berger Family Trust; Joan Ingoglia Schubert as Trustee of the Joan Ingoglia Schubert Trust	KS Mattson Partners LP	3/28/2016	$550,000.00	9.500%	1200 Apple Tree Ct¶	Property Purchase	SOC00069563; SOC00069600
[redacted]5-218	Kenneth A. Williams, Jr. and Jayne R. Williams as Trustees of the Kenneth A Williams, Jr. and Jayne R. Williams Declaration of Trust dated January 24, 1996	KS Mattson Partners LP	12/17/2015	$375,000.00	10.250%	18010 Sonoma Hwy§	Property Purchase	SOC00141269; SOC00141399
[redacted]5-204	The Socotra Fund, LLC	KS Mattson Partners LP	12/4/2015	$1,170,000.00	9.990%	18285 Sonoma Hwy§	Property Purchase	SOC00140304; SOC00140292
[redacted]5-131	Tony's Salami and Cheese Fund I, LLC	KS Mattson Partners LP	9/4/2015	$700,000.00	11.250%	70 Moon Mountain Rd§¶	Property Purchase	SOC00139093; SOC00139102
[redacted]4-148	The Socotra Fund, LLC	KS Mattson Partners LP	10/29/2014	$375,000.00	13.750%	62 Farragut Ave§	Cash-Out Refinance [Tri Counties] ($112,137.52)	SOC00138757; SOC00138780
[redacted]4-118	Peter Ingoglia; Patricia Ingoglia, trustee of the Bypass Trust under the Donald and Patricia Ingoglia Family Trust	KS Mattson Partners LP	9/8/2014	$1,000,000.00	12.250%	8340-8350 Auburn Rd.§	Cash-Out Refinance [redacted]1-158] ($250,519.39)	SOC00065698; KSM_OCC_0319715; SOC00068987
[redacted]4-119	The Socotra Fund, LLC; Kenneth A. Williams and Jayne R. Williams as Trustees of the Kenneth A. Williams, Jr. and Jayne R. Williams Declaration of Trust; Tony's Salami and Cheese Fund I, LLC; Daniel Ingoglia; William J. Pettit and Susan K. Roller, Trustees of the Pettit Revocable Trust, dated March 29, 1999; Gary E. Roller, Trustee of the Gary E. Roller Profit Sharing Plan; John and Dawn Galante	KS Mattson Partners LP	9/8/2014	$2,200,000.00	11.500%	5819 Filaree Heights§¶	Cash-Out Refinance [redacted]2-113] ($530,481.33)	SOC00135441; SOC00138309; SOC00138265
[redacted]4-101	The Socotra Fund, LLC; Robert Bass, LLC; Wayne E. Stahmer and Linda K. Stahmer, Trustees of the Stahmer Family Trust dated June 4, 2002; Robert J. Malone, Trustee of the Robert J. Malone Trust; Bog Myers and Barbara Jean Myers, Trustees of the Bog and Barbara J. Myers Family Trust dated January 3, 1994; Mascon, Inc. 401(k) Profit Sharing Trust dated 7/1/2000	KS Mattson Partners LP; Richard W. Lull and Maureen J. Lull, Trustees of the Lull Family Revocable Trust Dated January 15, 2009; Scott A. Walker and Elizabeth Lull Walker, Trustees of The Walker Family Living Trust dated December 15, 2006	8/7/2014	$1,850,000.00	10.250%	1720-1722 The Strand§¶	Cash-Out Refinance [redacted]2-107] ($112,066.51)	SOC00134609; KSMP_OCC_0320436; SOC00137753

Socotra Loan No.	Lender(s)[1]	Borrower(s)	Date of Loan	Principal Amount	Initial Interest Rate	Collateral[2]	Use of Loan Proceeds[3]	Source Bates Numbers
[redacted]13-23	Gerald A. Shiffman and Charol L. Shiffman, Trustees of The Gerald A. Shiffman and Charol L. Shiffman Joint Trust under agreement dated July 22, 2011; Dennis A. Neeley and Darlene I. Neeley, co-Trustees of The Dennis and Darlene Neeley Family Trust u/t/a dated April 16, 2006; Thomas Halfaker, Trustee of the Halfaker Family Trust Dated November 30, 2007; John Ingoglia; Kent G. Washburn & Suzanne Washburn Living Trust, dated October 16, 1990	KS Mattson Partners LP	3/6/2013	$525,000.00	10.250%	7385 Greenhaven Dr§¶	Property Purchase	SOC00137189; SOC00137193
[redacted]2-156	Michael E. Ingoglia and Kathryn K. Ingoglia, Trustees; Anna R. Ingoglia; Kenneth A. Williams, Jr. and Jayne R. Williams, Trustees of the Kenneth A. Williams, Jr. and Jayne R. Williams Declaration of Trust dated January 24, 1996; Joan A. Ferrari, Trustee of the Joan A. Ferrari Trust; John Galante and Dawn Galante; Christopher Taylor; Catalina Four Investors, LLC; Socotra Capital, Inc.; Polycomp Trust Company CDN FBO Donald Ingoglia IRA; Polycomp Trust Company CDN FBO Eugene Rosenbloom Roth IRA	KS Mattson Partners LP	12/20/2012	$3,150,000.00	11.250%	300 Chadbourne Rd¶	Cash-Out Refinance [redacted]11-97 & [redacted]1-97.A] ($1,006,395.42)	SOC00135774; SOC00135793
[redacted]2-113	Pema B. De los Santos as Trustee of the Pema B. De los Santos B Family Trust; Joan B. King; Carl R. King; Kenneth A. Williams, Jr. and Jayne R. Williams as Trustees of the Kenneth A Williams and Jayne R. Williams Declaration of Trust dated January 24, 1996; John and Dawn Galante; William J. Pettit and Susan K. Roller, Trustors of the Pettit Revocable Trust dated March 29, 1999	KS Mattson Partners LP	10/10/2012	$1,500,000.00	10.250%	5819 Filaree Heights§¶	Property Purchase	SOC00134756; SOC00134766
[redacted]2-107	Polycomp Trust Company CDN Eugene S. Rosenbloom IRA #044714; Mascon, Inc. 401(k) Profit Sharing Trust dated 7/1/2000; Wayne E. Stahmer and Linda K. Stahmer, Trustees of The Stahmer Family Trust; Bog Myers and Barbara Jean Myers, Trustees of the Bog and Barbara J. Myers Family Trust dated January 3, 1994; Robert Bass, LLC	KS Mattson Partner, LP; Richard W. Lull and Maureen J. Lull, Trustees of the Lull Family Revocable Trust Dated January 15, 2009; Scott A. Walker and Elizabeth Lull Walker, Trustees of The Walker Family Living Trust dated December 15, 2006	9/24/2012	$1,500,000.00	10.250%	1720-1722 The Strand§¶	Unknown[4]	SOC00133916
[redacted]12-61	Robert J. Malone, Trustee of the Robert J. Malone Trust; Wayne E. Stahmer and Linda K. Stahmer, Trustees of the Stahmer Family Trust Dated June 6, 2002; Socotra Capital, Inc.	KS Mattson Partners LP	6/1/2012	$520,000.00	11.250%	1319 - 1361 Fulton Ave (Leasehold)	Unknown[4]	SOC00067272
[redacted]12-48	Glen A. Ikeda and Grace Ikeda, Trustees of the Glen and Grade A. Ikeda Family Trust; Socotra Capital, Inc.	KS Mattson Partners LP; LeFever Mattson	5/4/2012	$500,000.00	13.250%	860 Charter St§¶	Unknown[4]	SOC00066256

Socotra Loan No.	Lender(s)[1]	Borrower(s)	Date of Loan	Principal Amount	Initial Interest Rate	Collateral[2]	Use of Loan Proceeds[3]	Source Bates Numbers
[redacted]12-44	Gerald A. Shiffman and Charol L. Shiffman, Trustees of The Gerald A. Shiffman and Charol L. Shiffman Joint Trust under agreement dated July 22, 2011; Dennis A. Neeley and Darlene I. Neeley, co-Trustees of The Dennis and Darlene Neeley Family Trust u/t/a dated April 16, 2006; John Ingoglia; The Entrust Group Inc., FBO Susan Halfaker Beneficiary of Mary Anne DiGrazia IRA Account #27569-1; Christopher Taylor; Socotra Income Fund, LLC; Joan Ann Hanley, Trustee, Joan Ann Hanley Revocable Trust dated April 2, 2007; Adham Sbeih; The Entrust Group, Inc. FBO Michael DiGrazia Beneficiary of Mary Anne DiGrazia IRA #27569-2; Thomas Halfaker, Trustee of the Halfaker Family Trust Dated November 30, 2007	KS Mattson Partners LP	4/2/2012	$1,450,000.00	10.250%	415 Pacific Ave§	Property Purchase	SOC00136417; SOC00136440
[redacted]1-158	Patricia and Donald Ingoglia as Trustees of the Donald and Patricia Ingoglia Family Trust of 1996	KS Mattson Partners LP	12/28/2011	$575,000.00	10.250%	8340-8350 Auburn Rd.§	Unknown[4]	SOC00066188
[redacted]16-48	Sylva Family Properties, G.P.; Charles J. Sylva Profit Sharing Plan	KS Mattson Partners LP	3/28/2016	$1,100,000.00	9.250%	230 E. Napa St§	Cash-Out Transaction ($1,045,852.36)	SOC00141743; SOC00141744
[redacted]11-97	Michael E. Ingoglia and Kathryn K. Ingoglia, Trustees separate property trust, dated 7/26/98; Anna R. Ingoglia; E. Scott Rosenbloom and Shirley N. Rosenbloom, Trustees of the Skip and Shirley Rosenbloom Revocable Trust, dated October 22, 1998; Kenneth A. Williams, Jr. and Jayne R. Williams as Trustees of the Williams Declaration of Trust dated January 24, 1996; Joan A. Ferrari, Trustee of the Joan A. Ferrari Trust dtf 10/15/07; John and Dawn Galante; Christopher Taylor; Jordan Beck; Norman E. Eilert and Karen A. Eilert; Western Exhibitors, Inc.	KS Mattson Partners LP	9/1/2011	$1,775,000.00	10.250%	300 Chadbourne Rd¶	Cash-Out Refinance [redacted]11-11] ($99,033.39)	SOC00133180; SOC00133258; SOC00133167
[redacted]1-97.A	Socotra Capital, Inc.	KS Mattson Partners LP	9/1/2011	$100,000.00	12.000%	300 Chadbourne Rd¶	Cash-Out Refinance [redacted]11-11] ($99,033.39)	SOC00133180; SOC00133258; SOC00133234
[redacted]11-11	ACV California Note Portfolio I, LLC	KS Mattson Partners LP	1/27/2011	$1,650,000.00	Unknown	300 Chadbourne Rd¶	Unknown	N/A[5]

[1] Indicates the lender(s) as listed in the Promissory Note, without regard to subsequent transfers of any lender's interest.

[2] Properties that, according to the Title Reports and Real Property Records, were not owned by any LFM Debtor or KSMP as of the Petition Date are marked with ¶. Properties in which no LFM Debtor has ever owned any recorded interest, according to the Title Reports and Real Property Records, are marked with §.

[3] The use of Socotra Loan proceeds (including, where applicable, the amount of "cash out" as reflected in parentheses) is from the final settlement statement with respect to the applicable transaction. Where the use of Socotra Loan proceeds was to refinance a prior loan, the prior loan is indicated in brackets; where the prior loan was a Socotra Loan, the Socotra Loan number is included.

[4] PwC has not obtained a final settlement statement with respect to these loans and, accordingly, cannot extrapolate the use of such loans' proceeds as reflected therein.

[5] PwC does not have any signed documents with respect to this Socotra Loan.

EXHIBIT G-1.
Investor Families

Ref	Investor Family
1	M. Umbriac and A. Tubley, Individually and as Trustees of the M. Umbriac and A. Tubley Family Trust U/A/D April 27, 2015
2	Kevan Smith & Ling Smith Living Trust, Sept 20th 2001
3	Keith Alan and Anne Michelle Gockel, TTEE / Aka Keith Alan Gockel and Anne Michelle Gockel Revocable Trust, dated 5-17-2013
4	Peter S. Strickland, Indlly. and as Trustees of Peter S. Strickland Trust Dated May 4, 2012
5	Maureen J Lull Bene of Richard Meinhardt - Inherited IRA
6	KS Mattson Partners, LP
7	The Van Blarigan Family Trust - Trustees
8	Fox Family Trust dated 5/24/2002
9	Mitchel & Deborah Bicandi
10	Louie Bertorelli, IRA
11	Evelyn Wright
12	Amy Hayashi-Jones and Michael Wayne Jones
13	Paulette Beaulieu Walther Family Trust
14	Nancy Thelan Rehkopf
15	Kenneth W. and Stacy Mattson, husband and wife
16	The Walker Family Trust DTD December 15, 2006
17	Stephen M. Crane and Maria M. Crane
18	Thomas J. Swarbrick Trustee and Lisa I. Swarbrick, Trustee
19	Michael M Morse and Susan M Morse Trustees of the The Morse Family Trust
20	Stephan Frank Beauchamp and Evelyn Colleen Beauchamp
21	Taffe Bennett Family Trust
22	Todd Baumgartner Divi Divi IRA
23	Coleen M Allen Living Trust dtd 8/11/2009 Part 1 of 2
24	Sidney C. Mar
25	Cathryn Kirkland, Successor Trustee
26	Schroyer Family Trust
27	Linda Thom
28	Laurence Skegg
29	Kenneth & Jennifer Hultgren
30	Gail Standiford, Trustee for Standiford Family Trust
31	The Suhonos Family Trust Dated January 5, 1999
32	Ward M. and Anne C. Pitman, Individually and as Trustees
33	The John A. Girardi and Marsi A. Girardi Revocable Living Trust Date May 01, 2002

Ref	Investor Family
34	Stacie Baumgartner- IRA
35	Gitsham Family Trust - Calvin and Grace Gitsham TTEE
36	The Anderson 2001 Revocable Trust
37	William and Valerie Bobetsky, Trustees of the Bobetsky Family Trust
38	Keith and Maria Blattman
39	Gloria R. Hogan, Trustee
40	Daren W. Dirkse
41	Jillian Taffe (now Jillian Fitzgerald)
42	Madison Trust Company Custodian FBO Thomas Azzalina MTC Account #M1606138
43	Matthew Treger
44	Mitzi A. Brown, TTEE
45	Mark and Janice Thomas
46	Stephen R. Sergi and Anne Prisco
47	Shawn D Hall & Emily C Hall Declaration of Trust dtd November 6, 2012
48	James H. Rogers and Jorgine Allan Rogers Revocable Living Trust
49	Randall D. and Diane Roth, Individually and as Trustee of Randall D. Roth and Diane L. Roth Rev. Liv. Trust
50	Foster N. and Gail S Hines, TTEE Hines Family Trust
51	The Thomas and Beverly Franza Living Trust
52	Hayes Family Trust, Established 8/17/2016
53	Aneeta Taneja
54	Cedric Chao
55	Bryan L. and Patricia M. Hayes 2004 Family Trust Dated June 11, 2004
56	Dolores Irene Rhoads, Individually and as Trustee of Dolores Irene Rhoads Living Trust
57	Donald and Kimberlie Hicks, Indlly and as Trustees of Hicks Living Trust
58	Joseph Knoll
59	Raoul L. & Felicitas V. Velasquez
60	Richard Vorp, Eveghenya Vorp
61	Ray Marshall Davis Jr., Kim Rae Davis and Davis Family Trust
62	Luis U. Martinez and Elizabeth N. Martinez, Trustee of the Luis Urbano Martinez and
63	Marcia Ann Albers (nee Deichert) - IRA
64	The Joseph A Giacinto, Jr. & Rebecca Giacinto Revocable Trust dtd 9/29/2005
65	Michael A. Kraemer and Teri L. Kraemer

Ref	Investor Family
66	David & Iris Murphy Revocable Trust dtd 11/2/95
67	Irene McGill
68	Denise Ebbett, Successor Trustee of the Fisher Trust
69	Lydia R. Zboray Revocable Trust dtd 10/17/17
70	Jennifer & Eugene Lacey
71	Jacob T. Ming & Shirley M. Dong
72	Mary Anne Kelly Living Trust
73	Nanci Mac Intosh (formerly Amos)
74	Mark C. Long & Deborah G. Long Revocable Trust
75	Kay Poulios
76	Elaine Lockwood
77	Jerome F and Anne L Stasik
78	Haidee Oropallo
79	Julie L. Treger Trust
80	Everett Winser Separate Property Trust
81	Graf Building Partners, LLC
82	2002 Robby A. Dalton & Dana D. Dalton Revocable Trust Dated February 8, 2002
83	DDS Trust Dated July 6, 2004
84	David and Irene Ciappara, Indlly and as Trustees of Ciappara Living Trust
85	The Dennison Family Trust (Ronald Walton Dennison and Deborah Ann Dennison, Trustees, or Their Successors in Trust,
86	Charles H & Cathleen W Edgar
87	The Neault Rose Living Trust
88	Thomas and Lavinia Davis Family Trust
89	The Joint Revocable Trust of Richard Allen Claridge, Jr. and Capri Lynn Winser, u/a/d 10/15/09
90	Victoria Eugenie Koerner TTE, The Victorine V. Solovieff Living Trust
91	David Aaron Tannenbaum and Patricia Marie Hurley Living Trust dtd 4/29/16
92	Gary and Kimberly Hoel Family Trust
93	Ronald E & Cheryl A Taylor
94	Dylan Gover
95	Richard L. Canant and Diana M. Canant, trustees of the Canant Revocable Living Trust dated Feb 1, 2005
96	Sylvia J. Vreeland
97	Solomon Family Trust
98	Sebastian R and Peggy S Lopez Revocable Trust
99	Richard V. Treakle and Carolyn C. Treakle Revocable Trust

Ref	Investor Family
100	Robert and Charlotte Heber
101	Diane P. Rogstad
102	Risa Meyer
103	Sabina James
104	Maie Vorp
105	Nancy L. Schibler
106	Michelle Traynor McMullen
107	Duane Wright & Bernadett Martinez TTEE
108	Thomas J Mack and Edyth Hayashi Mack Living Trust Dated 12/26/2006
109	William and Regina V Parkinson
110	Wichael Declaration of Trust dtd 7/27/1987
111	The Schenk Family Living Trust
112	Mullin Family Trust Dated January 15, 2008, John A. Mullin & Kathleen M. Mullin, TTEE
113	The Rick and Susan Tedford Living Trust
114	John & Amy Olson
115	The Gregory Scott Montalvo Living Trust
116	Christopher McCartneys - IRA Investment
117	Christopher William Koerner IRA
118	Craig H. & Kathryn M. Davis Living Trust
119	David Specht - Inherited IRA
120	David L. Taylor - IRA
121	Alice Thomas Provident IRA
122	John and Susan Chase, Trustees of the Chase 1992 Family Trust
123	Hanson Family 2002 Trust, Dated January 23, 2002
124	Jeffrey M. Eandi and Michelle Eandi, Trustees of the Eandi Living Trust, dtd December 8, 2008
125	Mary E. Rennie Revocable Trust Dated March 5, 2015
126	Debra Ann Dellacort-Williams - IRA
127	Kathleen L. Hamlin, Trustee of the Kathleen Hamlin Living Trust dated July 2, 2008
128	Kyle Fellini
129	Jane Bicandi - IRA
130	Januth Kei Hayashi Trust, Dated May 4, 2012
131	Genasci Revocable Living Trust dtd 3/18/2004
132	Jennifer Zhao
133	Anthony Wold / Jodene Wold
134	Thomas and Debbie Guilford 2018 Trust
135	Laura Goff OConnor
136	Leland McAbee/ The McAbee Family Trust
137	William J & Cheryl A Reese

Ref	Investor Family
138	Willis & Linda Kay Rice Living Trust
139	The Renaud Family Trust
140	Mayer Family Living Trust
141	Marlette Living Trust Dated May 12, 1999
142	Kevin L Goodwin & Racquel V Goodwin Living Trust
143	John D. & Laurel E. Bruce TTEE
144	Michael Cesmat, Stacy Cesmat
145	Lori Morgan Trust
146	Janice M Conrad Living Trust dtd February 23, 2006
147	Mark J. and Lori D. Rossi Living Trust 06-01-2000
148	Juanita M. Thompson - Living Trust
149	Margaret A. Duke Revocable Trust Margaret Crooker Trustee
150	Tony & Susan Gordinier Joint Living Trust
151	James Calton, Wendy Calton
152	Rick D. Poling & Judith A. Poling
153	Raymond H, Trembath Trust
154	JoAnn Westgate
155	Kristianne L. Goff
156	Larissa Michelle Koerner
157	Kevin and Kim Farrell Living Trust, Dated 4/6/2005
158	Richard L Velasquez
159	Joseph Eandi
160	Katherine Ogg
161	Treger Family Trust
162	Debra Reynolds - IRA
163	Douglas A. Hill and Linda B. Hill, Trustees of the Hill Family Trust
164	Esther Morris Loux, Trustee
165	Erin Rei Hayashi-Carrillo and Ismael Carrillo
166	The Slyter Revocable Trust
167	Ewers Family Trust 2005
168	Fazale Rahman Rana and Amy Donna Pinnow Rana Family Living Trust c/o Fazale Rana and Amy Rana, trustees
169	Eric Junginger - IRA
170	Grace K. Driver
171	The Manfred K. Fischer Trust dtd May 25, 2006, Michaela Katari, TTEE
172	Catherine Wool
173	Gary Persh
174	DRS Trust Dated October 19, 2019, Dennis Hunt & Regina Hunt TTEE

Ref	Investor Family
175	Arnold T. Yee and Ruane Y. Hayashi-Yee
176	Caldie Family Revocable 2022 Trust
177	Briggs Family Trust
178	Brooke Sample Separate
179	Danielle Fellini
180	James and Rachel Mattson
181	Dana L. Goff
182	Daniel & Mary Goff Trustees
183	Mark E Kastne r- IRA
184	Kent A Zboray, TTEE Kent Zboray Living Trust
185	Michael Autry & Gloria Lopez, Trustees
186	Marilyn Kirchoff
187	John J Crivello, Sr, Trustee
188	Thomas H Blackwood Jr.
189	Fredrick Malech
190	2005 Jeffrey B. Murphy & Michelle L Murphy Revoc. Trust
191	Tiffany Blackwood Davidson
192	David and Nuala ODonnell Trust
193	Daniel and Maria Wallen, Indlly. and as Trustees of Wallen Fam. Trust
194	Ronald G. Allen, Karen Marie Allen
195	The James Hurley Trust
196	Stephen M & Holli L. Long
197	Susan Jane Robinette
198	The Directo Family Trust
199	The Che-Cheng Family Trust, Dated July 9, 2007
200	The Chinnasamy Saravanakumar and Brindhadevi Sengottaiyan Joint Living Trust
201	The Jo Ann Martinez Living Trust
202	Sherman Luk & Sandy Lui
203	Sharon Mattson
204	Rowena Velasquez and Gil Gotanco
205	Scott R and Regina A Clyde Revocable Trust DTD 10/24/2017
206	The Kilkenny Family Trust
207	Perris Freeway Plaza, LP
208	The Trinidad Living Trust
209	Tim and Leslie Blanchard
210	Westcott Family Trust
211	Timothy Wallen aka Tim Wallen
212	TTEE Avila Family Trust
213	UNK - JOAN MURIEL CARLETON - PACHECO - TRUSTEE
214	Vant Hul Revocable Living Trust 5/15/00

Ref	Investor Family
215	Todd and Lori Michero
216	Wessells Family Trust, 2007
217	Warren and Hope Elliott
218	Thomas & Cindy Green
219	Quiggle Family Trust
220	The Williams Family Trust
221	The Lessler Family Trust
222	Ramon L. Velasquez
223	Robert Dean Rhoads, Trustee of Robert Donald Rhoads Living Trust
224	Deborah Bartlett Anderson
225	The Charles and Audrey Hermle Living Trust dated Feb 26, 2015
226	Christopher & Aimay Krive
227	Dallas Nielsen
228	Coughtry Trust
229	Charles Stott
230	Cheryl Comfort
231	Chris and Jill Donohue-IRA
232	Bryan Wendell
233	Charlee Eaves
234	CAROLYN J GRASSI
235	Carolyn Lee Haslip Living Trust
236	Barb Franzen IRA
237	Pedro Femenia
238	2008 Palmieri Family Trust
239	Alan or Lekili Hubbard
240	Alfred Vieira and Claudia Vieira Revocable Living Trust
241	Rebecca L. Pavone
242	Frank & Mary Louise Rossi Living Trust Dated 10/26/92 Amended 5/22/13
243	Frank, Rosemarie Mihelich
244	Frances C. OBrien
245	Thomas Murray Felder, IRA
246	Gwen Piercy
247	Gralee Properties LLC
248	Gregory Venancio Arthur and Lori Hester Arthur
249	Jack Harouni & Hilda S. Harouni Rev Liv Tst Jack Harouni TTEE
250	Howard I Goodwin Living Trust Dated 8/11/2009
251	Hugh Elliott
252	HG Global Properties, LLC
253	Elliot Family Revocable Trust

Ref	Investor Family
254	The Torstenbo Family Trust Dated August 13, 1990
255	Florence F. Giacinto, Linda Marie Giacinto Jacobs
256	Dorothy Tavares
257	The Khurram Mahmood Trust
258	Ekaterina Alexandra (Koerner) Sowers
259	Brandvein Revocable Family Trust
260	Kelly Resendez
261	Katherine E. Fox-IRA
262	Harding 2003 Revocable Trust dtd 12/13/2003
263	Larson Family 2016 Trust
264	Kyle Goins
265	John & Donna Hunt
266	Jeffrey Haium , Susan Haium
267	Joseph and Tracy Curtis
268	Elizabeth A. Granados
269	James I Hurley Decedents Trust
270	Kenneth George Dow, aka Ken Dow Trust
271	Margaret Perkins
272	John Stallknecht
273	Manuel and Theresita Cabacungan, Trustees
274	Jessica Standiford
275	Mark D Winger and Jacque L Winger
276	Mark O and Kristin E Torstenbo
277	Louis Sergi and Amanda Sergi
278	Madison IRA
279	Lewis and Lisa Eandi, as Trustess of the Lewis and Lisa Eandi Living Trust, dtd January 26, 2009
280	Linda E. Bjorklund Living Trust dtd July 13, 2015
281	Living Trust of Cynthia Selby Dugan
282	Nancy M. Sloan, Individually and as Trustee of Sloan Rev. Trust
283	Patricia J Horvath Living Trust
284	Morse Family 2007 Revocable Trust
285	MORTON AND ROBIN NEWMAN FAMILY TRUST DATED MAY 1, 2003
286	Mark Hess - IRA
287	Melvin L. Hester & Sandra Hester
288	Melanie A. Militano
289	Michael J and Hiroko U Green
290	Martha Calvillo Juslin
291	Mary Lou Martin
292	Max Dylan Butler

Ref	Investor Family
293	Nadyne Motheral, as Trustee of the Motheral Bypass Trust, dtd April 7, 2010
294	Money Family Living Trust Milton & Betty Money, TTEE
295	Michael Morse
296	Patricia M Riley, Trustee
297	Nancy Wylie
298	Nelson DiMarco and Deena DiMarco Revocable Trust
299	Odette L. Mittone
300	Olson Declaration of Trust Dated 05/21/10
301	Laurie J. Sano & Raymond Muscat
302	Laura Scott (Weinhagen)
303	Lauren Ann Craft
304	Lydia Hagenbach
305	Mark Edward Taylor - IRA
306	Mark Falgout & Rosilea Falgout
307	Mark S Gorr
308	Mark Morse - IRA
309	Margarita Stott Legacy Trust dated April 13, 2006
310	Jason Standiford
311	Jeanne Wondra
312	Jeffrey Bruce, Kashelle Bruce
313	Jeffrey C. Stark - IRA
314	James R & Shirley E Sweetman, TTEE
315	Jane Vernalia
316	Jonathan Ach
317	Jorge L Villarreal and Rosalin P Villarreal Trust
318	Jose F. Corrales - IRA
319	Joseph and Barbara Fiori Family Trust November 14 2002
320	John Binder
321	John & Suzanne Lynch
322	John Jeffers Trust
323	John Montoya
324	John Ray Clark, as Trustee of the John and Lisa Clark Living Trust, dtd December 8, 2008
325	Lanning Family Trust
326	Kristina Fox
327	Kennith M Bowen
328	Konstantin Sabourov
329	Kathy F Wilson Revocable Trust
330	Justin M Haley and Danica K Haley
331	Karen W Robinson
332	Karyn Joanne Nikas

Ref	Investor Family
333	Joshua Akin , Madison Akin
334	Joshua M. Colvin - IRA
335	Joy M. Axelson Trust
336	Diann Van Nortwick Tilley Trust
337	Dimitri Tretiakoff
338	Dimitry Breus
339	Donald E. Wilcox
340	Donald L. and Sierra S. Butler Family Trust, dtd 11/7/1997
341	dtd 09/10/2010 Yourd Bannon Family Trust
342	Ernest Adrian and Theresa Ann Martinez, as Trustees, Under the Martinez Family Trust, Dated November 19, 2019
343	Elizabeth Williams
344	Ellenann Hughes
345	Ellis Williams
346	Eloisa Winser
347	Erin Bouayad-Agha IRA
348	Erin Hankins
349	Hines Declaration of Trust Dated 10/18/05
350	Hoanghia Do & Vu Le
351	Guadalupe J. Avila Revocable Trust
352	Glenda Hultgren
353	Frances E. Simmons
354	Francine Leatherwood
355	Garry L. & Tammera D. Bogardus
356	Gary Scott Ewing / Annette Ewing
357	Graham Reid
358	Alison and Joe Pimentel III
359	Adriana Hahn
360	Adrienne Hannah Bailey
361	Brenda Comfort
362	Brian & Valerie Peterson
363	Brian Douglas Guinn
364	Brian Matangelo
365	Baumgartner Family Trust IRA
366	Bent Scott and Nikkie Marie Holmlund
367	Brandee Cain
368	Carolynn Bondy - Villa - IRA
369	Carolyn Lee Haslip
370	Charlene Hultman IRA
371	Charles Edgar Crane
372	Butler Trust November 6, 1996
373	Carla J. Strickfaden IRA

Ref	Investor Family
374	Bryan & Kim Mihelich
375	Chris D. and Maria E. Bushey
376	Charles P Correia
377	Dale Everett Pollock and Joanna Elizabeth Pollock Revocable Trust, restated June 24, 2019
378	Dale T Boutiette and Alla Gershberg, Trustees of the Dale T Boutiette and Alla Gershberg Living Trust
379	David P Fisher TTEE
380	Deborah and Roy Wallock
381	Daniel Goff Traditional IRA
382	Daniel Lee Williams IRA
383	David and or Valerie Figueiredo
384	David J. Grenier Living Trust
385	The Janet Brandi Dobbs Living Trust, as Amended August 22, 2015
386	The Margery Blackwood Trust Agreement
387	The Rogers Family Trust dtd 11/14/2019
388	The Ravindra Ambatipudi and Kamala Sistla Revocable Living Trust Dated September 29, 2005
389	The Yi Family 2008 Trust, UTD April 15, 2008
390	Thomas J. Stice and Phyllis Ann Stice Family Trust
391	Thomas J & Sarena M Bailey
392	Warren and Judith Ducioame
393	Wendy Driver-Guinn CUST for Jasmin Guinn
394	William and Pamela Weber
395	William G. Manor as Trustee of the William G. Manor Revocable Living Trust
396	Wright Bypass Trust
397	Xavier Garza
398	Yep Revocable Trust
399	Young Family Trust
400	Zebulun Investments, LLC
401	Vincent Alfred Webster
402	Wagner Loving Trust
403	Tuff Witarama
404	Tina Pierini
405	Todd Jolly
406	Timothy D Thomas and Patricia A Thomas
407	Richard and Victoria Lathrop
408	Richard D. Page & Nova J. Page
409	Raymond Samuel Dhaliwal
410	Paulina Polly So
411	Pauline Louise Dow, aka Pauline Dow, Trust

Ref	Investor Family
412	Philip Speake, Shannon Speake
413	Priscilla Vaughan
414	Sarah Alexandra Shields, Trustee of the Chase Family Trust, Dated May 22, 2023
415	Ruth E Malech Limited Partnership #1
416	Ronald W. Dennison - IRA
417	Robert A. and Sara J. Ganyo, Trustees
418	Robert Dan Schroyer
419	Sharon Sue Wales
420	Shannee Tong
421	Sheldon Family Trust dtd January 31, 2007
422	Stacey Grelli IRA
423	Stephanie J. Granados
424	Steve and Karen Beach
425	Steven and Desiree Osterback Trust, dtd April 20, 2016, and Tanya Rogers
426	Steven Rodriguez
427	The Charles Richard Davis Living Trust
428	The Arthur J. and Maryanne Trust
429	The Bradshaw Family Rev. Trust
430	The Cawley Revocable Surv. Trust Dtd 4/30/90
431	Susanne Chase
432	Sylvie Magnes Cohen Family Trust
433	Tamara D. Migliozzi
434	Terre E Price - ROTH IRA

EXHIBIT G-2.
List of KSMP TICs

	Tenants in Common with KSMP
1	Brad D. Driver
2	Charles Edgar, Trustee, and Cathleen Edgar, Trustee, of the C and C Edgar Revocable Trust Established June 18, 2008
3	Charles Richard Davis
4	Cheryl Ann Reese
5	Christopher A. Krive and Aimay Chang Krive
6	Dale Everett Pollock and Joanna Elizabeth Pollock, Trustees of The Dale Everett Pollock and Joanna Elizabeth Pollock Revocable Trust dated December 20, 2013
7	Darryl E. Hayes and Jill D. Hayes, Trustees of the Hayes Family Trust established August 16, 2016
8	David Figueiredo and Valerie Figueiredo
9	Dimitri Tretiakoff
10	Eandi Family Properties, LLC
11	Farideh Afrakhteh, as Trustee of the Farideh Afrakhteh Living Trust, U/A dated September 9, 2022
12	Fazale Rahman Rana and Amy Donna Pinnow Rana, Trustees of the Fazale Rahman Rana and Amy Donna Pinnow Rana Family Living Trust DTD 6/3/2014
13	Gary R. Fox and Katherine E. Fox, Trustees of The Fox Family Trust dated May 24, 2002
14	Gerald C. Pollock, Trustee of the Gerald C. Pollock Revocable Living Trust, Dtd 8/9/1999
15	Graham Michael Anderson and Trisha Susan Anderson, Trustees of The Anderson 2001 Revocable Trust, dated June 12
16	Howard I. Goodwin, Trustee of The Howard I. Goodwin Living Trust dated August 11, 2009
17	James Mattson and Rachel Mattson
18	Jeffrey Lee Barnes and Rhonda Michelle Barnes, Trustees of the Barnes Family Living Trust dated May 30, 2018
19	John Dale Horton, Trustee of The John Dale Horton Revocable Living Trust dated January 6, 2015
20	John L. Chase and Susan Goodwin Chase, Trustees of the Chase 1992 Family Trust
21	Joseph A. Giacinto Jr. and Rebecca A. Giacinto as Trustees of the Joseph A. Giacinto Jr. and Rebecca A. Giacinto Revoc Trust dated September 28, 2005
22	Keith A. Holmlund and Phyllis I. Holmlund
23	Living Trust under Declaration of Trust dated 07/02/2021
24	Luis U. Martinez and Elizabeth N. Martinez, Trustee of the Luis Urbano Martinez and Elizabeth Naomi Martinez Revocab Intervivos Trust dated July 6, 1998
25	M.C. Mueller, Trustee of The M.C. Mueller Living Trust dated March 23, 2004
26	Michael Niezelski and Susan Niezelski
27	Nicole A. Acacio
28	Patrick McMullen, Trustee, of The Patrick McMullen Living Trust UTD, dated 4/26/2004
29	Richard Victor Hanson and Karen Denise Hanson, Trustees of the Hanson Family 2002 Family Trust dated January 23, 2
30	Ronald W. Dennison and Deborah A. Dennison, Trustees of The Dennison Living Trust dated June 18, 2003
31	Sheridan K. Haley and Samuel R. Haley
32	Stanford Capital LLC
33	Thomas J. Mack and Edyth Hayashi Mack, Trustees of The Thomas J. Mack and Edyth Hayashi Mack Living Trust, UTD,
34	William H. Weber and Pamela A. Weber
35	William J. Reese

EXHIBIT G-3.
KSMP Production

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KSM_OCC_160102	1380 Checks
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Bates Number	Document Type
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Bates Number	Document Type
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Bates Number	Document Type
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Bates Number	Document Type
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KSM_OCC_0315589	Transfer Agreements
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Bates Number	Document Type
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Bates Number	Document Type
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KSM_OCC_0252839	Transfer Agreements
KSM_OCC_0315034	Transfer Agreements
KSM_OCC_0225937	Transfer Agreements
KSM_OCC_0223568	Transfer Agreements
KSM_OCC_0188884	Transfer Agreements
KSM_OCC_0253604	Transfer Agreements
KSM_OCC_0253627	Transfer Agreements
KSM_OCC_0253583	Transfer Agreements
KSM_OCC_0219513	Transfer Agreements
KSM_OCC_0223533	Transfer Agreements
KSM_OCC_0314705	Transfer Agreements
KSM_OCC_0282281	Transfer Agreements
KSM_OCC_0282339	Transfer Agreements
KSM_OCC_0282538	Transfer Agreements
KSM_OCC_0282602	Transfer Agreements
KSM_OCC_0287744	Transfer Agreements
KSM_OCC_0287791	Transfer Agreements
KSM_OCC_0321990	Transfer Agreements
KSM_OCC_0321978	Transfer Agreements
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KSM_OCC_0299458	Transfer Agreements
KSM_OCC_0239733	Transfer Agreements
KSM_OCC_0296674	Transfer Agreements
KSM_OCC_0296704	Transfer Agreements
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KSM_OCC_0310464	Transfer Agreements

Bates Number	Document Type
KSM_OCC_0254250	Transfer Agreements
KSM_OCC_0246573	Transfer Agreements
KSM_OCC_0166455	Transfer Agreements
KSM_OCC_0166474	Transfer Agreements
KSM_OCC_0250442	Transfer Agreements
KSM_OCC_0250465	Transfer Agreements
KSM_OCC_0269024	Transfer Agreements
KSM_OCC_0250482	Transfer Agreements
KSM_OCC_0192921	Transfer Agreements
KSM_OCC_0307196	Transfer Agreements
KSM_OCC_0307205	Transfer Agreements
KSM_OCC_0230111	Transfer Agreements
KSM_OCC_0208297	Transfer Agreements
KSM_OCC_0208282	Transfer Agreements
KSM_OCC_0320796	Transfer Agreements
KSM_OCC_0314421	Transfer Agreements
KSM_OCC_0286270	Transfer Agreements
KSM_OCC_0327630	Transfer Agreements
KSM_OCC_0229377	Transfer Agreements
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KSM_OCC_0262199	Transfer Agreements
KSM_OCC_0262259	Transfer Agreements
KSM_OCC_0327491	Transfer Agreements
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KSM_OCC_0307225	Transfer Agreements
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KSM_OCC_0322344	Transfer Agreements
KSM_OCC_0307528	Transfer Agreements
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KSM_OCC_0299910	Transfer Agreements
KSM_OCC_0299931	Transfer Agreements
KSM_OCC_0299980	Transfer Agreements
KSM_OCC_0317183	Transfer Agreements
KSM_OCC_0185385	Transfer Agreements
KSM_OCC_0185093	Transfer Agreements

Bates Number	Document Type
KSM_OCC_0317228	Transfer Agreements
KSM_OCC_0293536	Transfer Agreements
KSM_OCC_0293456	Transfer Agreements
KSM_OCC_0293561	Transfer Agreements
KSM_OCC_0304311	Transfer Agreements
KSM_OCC_0183110	Transfer Agreements
KSM_OCC_0314414	Transfer Agreements
KSM_OCC_0314466	Transfer Agreements
KSM_OCC_0220142	Transfer Agreements
KSM_OCC_0314515	Transfer Agreements
KSM_OCC_0220151	Transfer Agreements
KSM_OCC_0284669	Transfer Agreements
KSM_OCC_0314475	Transfer Agreements
KSM_OCC_0314490	Transfer Agreements
KSM_OCC_0281056	Transfer Agreements
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KSM_OCC_0308595	Transfer Agreements
KSM_OCC_0297047	Transfer Agreements
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KSM_OCC_0320842	Transfer Agreements
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KSM_OCC_0314795	Transfer Agreements
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KSM_OCC_0315437	Transfer Agreements
KSM_OCC_0327705	Transfer Agreements
KSM_OCC_0327705	Transfer Agreements
KSM_OCC_0314085	Transfer Agreements
KSM_OCC_0314193	Transfer Agreements
KSM_OCC_0324601	Transfer Agreements
KSM_OCC_0254988	Transfer Agreements
KSM_OCC_0254994	Transfer Agreements
KSM_OCC_0254976	Transfer Agreements
KSM_OCC_0254982	Transfer Agreements
KSM_OCC_0314608	Transfer Agreements
KSM_OCC_0314069	Transfer Agreements
KSM_OCC_0310618	Transfer Agreements
KSM_OCC_0221047	Transfer Agreements
KSM_OCC_0260808	Transfer Agreements
KSM_OCC_0269347	Transfer Agreements
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Bates Number	Document Type
KSM_OCC_0308066	Transfer Agreements
KSM_OCC_0255719	Transfer Agreements
KSM_OCC_0327584	Transfer Agreements
KSM_OCC_0327591	Transfer Agreements
KSM_OCC_0327684	Transfer Agreements
KSM_OCC_0327584	Transfer Agreements
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KSM_OCC_0327684	Transfer Agreements
KSM_OCC_0327691	Transfer Agreements
KSM_OCC_0314445	Transfer Agreements
KSM_OCC_0315524	Transfer Agreements
KSM_OCC_0327698	Transfer Agreements
KSM_OCC_0327698	Transfer Agreements
KSM_OCC_0314615	Transfer Agreements
KSM_OCC_0191214	Transfer Agreements
KSM_OCC_0187732	Transfer Agreements
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KSM_OCC_0213636	Transfer Agreements
KSM_OCC_0252470	Transfer Agreements
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KSM_OCC_0314138	Transfer Agreements
KSM_OCC_0191783	Transfer Agreements
KSM_OCC_0302098	Transfer Agreements
KSM_OCC_0191803	Transfer Agreements
KSM_OCC_0191259	Transfer Agreements
KSM_OCC_0191253	Transfer Agreements
KSM_OCC_0191790	Transfer Agreements
KSM_OCC_0191797	Transfer Agreements
KSM_OCC_0302091	Transfer Agreements
KSM_OCC_0275758	Transfer Agreements
KSM_OCC_0310849	Transfer Agreements
KSM_OCC_0253982	Transfer Agreements
KSM_OCC_0254131	Transfer Agreements

Bates Number	Document Type
KSM_OCC_0300254	Transfer Agreements
KSM_OCC_0286423	Transfer Agreements
KSM_OCC_0197251	Transfer Agreements
KSM_OCC_0286449	Transfer Agreements
KSM_OCC_0293228	Transfer Agreements
KSM_OCC_0247957	Transfer Agreements
KSM_OCC_0247967	Transfer Agreements
KSM_OCC_0236113	Transfer Agreements
KSM_OCC_0327878	Transfer Agreements
KSM_OCC_0255138	Transfer Agreements
KSM_OCC_0327637	Transfer Agreements
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KSM_OCC_0252674	Transfer Agreements
KSM_OCC_0252895	Transfer Agreements
KSM_OCC_0255157	Transfer Agreements
KSM_OCC_0255164	Transfer Agreements
KSM_OCC_0247243	Transfer Agreements
KSM_OCC_0247401	Transfer Agreements
KSM_OCC_0262108	Transfer Agreements
KSM_OCC_0247444	Transfer Agreements
KSM_OCC_0248710	Transfer Agreements
KSM_OCC_0246280	Transfer Agreements
KSM_OCC_0248585	Transfer Agreements
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KSM_OCC_0223717	Transfer Agreements
KSM_OCC_0223743	Transfer Agreements
KSM_OCC_0224869	Transfer Agreements
KSM_OCC_0223747	Transfer Agreements
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KSM_OCC_0223617	Transfer Agreements
KSM_OCC_0224857	Transfer Agreements
KSM_OCC_0323144	Transfer Agreements

Bates Number	Document Type
KSM_OCC_0323147	Transfer Agreements
KSM_OCC_0224493	Transfer Agreements
KSM_OCC_0224973	Transfer Agreements
KSM_OCC_0224956	Transfer Agreements
KSM_OCC_0224940	Transfer Agreements
KSM_OCC_0191556	Transfer Agreements
KSM_OCC_0299617	Transfer Agreements
KSM_OCC_0325639	Transfer Agreements
KSM_OCC_0275049	Transfer Agreements
KSM_OCC_0311764	Transfer Agreements
KSM_OCC_0308364	Transfer Agreements
KSM_OCC_0315492	Transfer Agreements
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KSM_OCC_0248604	Transfer Agreements
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KSM_OCC_0209871	Transfer Agreements
KSM_OCC_0314123	Transfer Agreements
KSM_OCC_0320815	Transfer Agreements
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KSM_OCC_0228770	Transfer Agreements
KSM_OCC_0252989	Transfer Agreements
KSM_OCC_0224778	Transfer Agreements
KSM_OCC_0323144	Transfer Agreements
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KSM_OCC_0218953	Transfer Agreements
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Bates Number	Document Type
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KSM_OCC_0321845	Transfer Agreements
KSM_OCC_0323112	Transfer Agreements
KSM_OCC_0323105	Transfer Agreements
KSM_OCC_0323112	Transfer Agreements
KSM_OCC_0254639	Transfer Agreements
KSM_OCC_0254646	Transfer Agreements
KSM_OCC_0291207	Transfer Agreements
KSM_OCC_0321934	Transfer Agreements
KSM_OCC_0312562	Transfer Agreements
KSM_OCC_0320789	Transfer Agreements
KSM_OCC_0320803	Transfer Agreements
KSM_OCC_0248969	Transfer Agreements
KSM_OCC_0256131	Transfer Agreements
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KSM_OCC_0284087	Transfer Agreements
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KSM_OCC_0270321	Transfer Agreements
KSM_OCC_0270344	Transfer Agreements
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KSM_OCC_0314542	Transfer Agreements
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KSM_OCC_0254222	Transfer Agreements
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KSM_OCC_0284626	Transfer Agreements
KSM_OCC_0227198	Transfer Agreements
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KSM_OCC_0239469	Transfer Agreements
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KSM_OCC_0326453	Transfer Agreements
KSM_OCC_0236720	Transfer Agreements
KSM_OCC_0236684	Transfer Agreements

Bates Number	Document Type
KSM_OCC_0245939	Transfer Agreements
KSM_OCC_0245957	Transfer Agreements
KSM_OCC_0245975	Transfer Agreements
KSM_OCC_0239490	Transfer Agreements

EXHIBIT G-4.
KSMP Investors

Investor	Source	LFM Investor
ALEKNA 2002 REVOCABLE TRUST	1380 Checks	Yes
ALEX J LEONARDINI	Both	Yes
ANEETA MUKESH TANEJA	1380 Checks	Yes
AUDREY MCCOY TRUST	Both	
BARBARA ANN KASTNER	Both	
BERT D. MONTOYA 1991 TRUST	Both	Yes
BOBETSKY FAMILY TRUST	1380 Checks	Yes
BRAD D DRIVER	Both	
BRENDA BROOKS	1380 Checks	
BRIGG T BLOOMQUIST	Transfer Agreements	Yes
BROOKE SAMPLE SEPARATE PROPERTY TRUST	Transfer Agreements	Yes
C & C EDGAR TRUST	1380 Checks	Yes
CALVIN GITSHAM	1380 Checks	Yes
CANANT REVOCABLE LIVING TRUST	1380 Checks	Yes
CARLA LEONARDINI	Transfer Agreements	Yes
CAROL CAROLYN J. CARLSON	Transfer Agreements	
CASA VAROS	Transfer Agreements	
CATHERINE WOOL	1380 Checks	Yes
CATHRYN A. KIRKLAND, SUCTR	Transfer Agreements	Yes
CEDRIC CHAO	1380 Checks	Yes
CHAD DONATH, TERESA DONATH	Transfer Agreements	
CHARLES RICHARD DAVIS	Both	Yes
CHERYL ANNE REESE	1380 Checks	Yes
CHRIS GRELLAS PARTNERSHIP	1380 Checks	
CHRISTOPHER & DONNA MCCARTNEY	Transfer Agreements	Yes
CHRISTOPHER A KRIVE & AIMAY KRIVE	Both	Yes
COREY ANDERSON AND UTE ANDERSON	Transfer Agreements	Yes
CRYSTAL CLEMENTS	Transfer Agreements	
DALE E & JOANNA POLLOCK	Both	Yes
DANIEL H & GEORGIA S SCHARFF	Both	
DANIEL J LEONARDINI	Both	Yes
DANIEL PONT DBA CHEZ DANIEL	Transfer Agreements	
DANIEL R & MARIA C WALLEN	Transfer Agreements	Yes
DAVID & DEBORA NOTARI	Transfer Agreements	
DAVID & IRENE CIAPPARA LIVING TRUST	Transfer Agreements	
DAVID & IRIS MURPHY REVOCABLE TRUST	Both	Yes
DAVID AND VALERIE FIGUEIREDO	Both	Yes
DAVID H & DIANE P ROGSTAD	Transfer Agreements	Yes
DAVID J AND KORY K SHELKEY	Transfer Agreements	Yes
DAVID ROCHWERGER	Transfer Agreements	
DELLACORT FAMILY TRUST	1380 Checks	Yes
DIMITRI TRETIAKOFF	Both	Yes
DOROTHIE MARSDEN FAMILY TRUST	1380 Checks	

Investor	Source	LFM Investor
DUANE WRIGHT & BERNADETTE MARTINEZ	Both	Yes
DYLAN LAIR TRUSTEE OF THE MCDA8 FAMILY TF	Transfer Agreements	
EANDI FAMILY PROPERTIES LLC	Both	
ERNEST A. MARTINEZ AND THERESA A. MARTINE	Transfer Agreements	Yes
ESTHER MORRIS LOUX	Transfer Agreements	Yes
EUGENE J BICANDI & COLLEEN F BICANDI LIVIN	Transfer Agreements	Yes
EVELYN L WRIGHT CHARLES WRIGHT LINEAL SU	Both	
EVERETT WINSER AND ELOISA WINSER SEPARA	Both	Yes
EWERS FAMILY TRUST	Transfer Agreements	Yes
FARIDEH AFRAKHTEH	Both	
FAZALE RAHMAN RANA & AMY DONNA PINNOW	Both	Yes
FISHER FAMILY TRUST - RESIDUAL TRUST	1380 Checks	Yes
FOX FAMILY TRUST	Both	Yes
FRANK & MARY LOUISE ROSSI FAMILY TRUST	Transfer Agreements	Yes
FRANK BRAGG	1380 Checks	
GANYO FAMILY TRUST	Transfer Agreements	Yes
GARY R. FOX AND KATHERINE E. FOX	Transfer Agreements	Yes
GERALD B. GARRETT AND MARCY GARRETT	Transfer Agreements	
GERALD POLLOCK	1380 Checks	Yes
GLEN & CASEY OTTINGER	Transfer Agreements	Yes
GLENN EDWARD ALLEN	Both	
GRAHAM MICHAEL ANDERSON AND TRISHA SU	Transfer Agreements	Yes
HAYES HARDKIN FAMILY TRUST	1380 Checks	
HOWARD I GOODWIN & COLEEN M ALLEN LIVIN	Both	Yes
JAMES H ROGERS & JORGINE ALLAN ROGERS	Transfer Agreements	Yes
JAMES HURLEY IRENE B HURLEY SURVIVOR TRU	1380 Checks	
JAMES MATTSON, RACHEL MATTSON	Transfer Agreements	Yes
JASON STANDIFORD	Both	Yes
JEFF GALIOTTO	Transfer Agreements	
JEFFREY B & MICHELLE L MURPHY REVOCABLE	Transfer Agreements	Yes
JEFFREY LEE BARNES, TRUSTEE, RHONDA MICH	Transfer Agreements	
JEFFREY M. EANDI	Transfer Agreements	Yes
JENNIFER ZHAO	Transfer Agreements	Yes
JILLIAN FITZGERALD TRUST	1380 Checks	Yes
JILLIAN SONYA TAFFE TRUST	1380 Checks	Yes
JOHN & DONNA HUNT	Both	Yes
JOHN & MARY METALLINOS LIVING TRUST FBO S	Both	
JOHN A. GIRARDI & MARSI A. GIRARDI	Both	Yes
JOHN B OLSON JR & AMY W OLSON	Transfer Agreements	Yes
JOHN BINDER	Transfer Agreements	Yes
JOHN D BRUCE & LAUREL E BRUCE REVOCABLE	Transfer Agreements	Yes
JOHN JEFFERS	Transfer Agreements	Yes
JOHN L. CHASE, SUSAN GOODWIN CHASE FAM	Both	

Investor	Source	LFM Investor
JOHN LINDHOLM STALLKNECHT 1981 LIVING TI	1380 Checks	Yes
JOSEPH A & REBECCA GIACINTO REVOCABLE T	Both	Yes
JOSEPH KNOLL	Both	Yes
JOSEPH ROBERT GREENLEE	Transfer Agreements	
JUANITA M THOMPSON	Transfer Agreements	Yes
JULIE LYNN TREGER	Both	Yes
KATHERINE D MABRY REV TRUST	1380 Checks	
KEITH & PHYLLIS HOLMLUND	Both	
KEITH ALAN GOCKEL & ANNE MICHELLE GOCKE	Transfer Agreements	Yes
KENNETH & JENNIFER HULTGREN	Both	Yes
KENNETH BRUCE HOLTGREN, JENNIFER DIANE	Transfer Agreements	Yes
KENNETH G. DOW AND PAULINE LOUISE DOW	Transfer Agreements	Yes
KEVIN L. & RACQUEL V GOODWIN LIVING TRUS	Both	Yes
KYLE FELLINI	Transfer Agreements	Yes
LAURENCE SKEGG	Transfer Agreements	Yes
LE ERMA LANZA REVOCABLE TRUST	Transfer Agreements	
LELAND & TERESA MCABEE FAMILY TRUST	Both	Yes
LISA I SWARBRICK SEP PROP TRUST	1380 Checks	Yes
LORI L MICHERO	Transfer Agreements	Yes
LOUIS SERGI	Transfer Agreements	Yes
LUIS U. MARTINEZ AND ELIZABETH N. MARTINEZ	Transfer Agreements	Yes
MANUEL ORTEGA	1380 Checks	
MARILYN KIRCHOFF	1380 Checks	Yes
MARK C. LONG AND DEBORAH G. LONG REVOC	Both	Yes
MARSHA COPELAND	1380 Checks	
MARTHA JUSLIN	Transfer Agreements	Yes
MARTINEZ REVOCABLE INTER VIVOS TRUST	1380 Checks	
MARY E RENNIE REVOCABLE TRUST	Transfer Agreements	Yes
MATTHEW TREGER	Both	Yes
MCGILL FAMILY TRUST	Transfer Agreements	Yes
MELVIN L HESTER & SANDRA B HESTER	Transfer Agreements	Yes
MICHAEL & STACY CESMAT	Both	Yes
MICHAEL & SUSAN NIEZELSKI	1380 Checks	
MICHAEL A & TERI L KRAEMER	Transfer Agreements	Yes
MICHAEL P & NANCY L SCHIBLER	Transfer Agreements	Yes
MICHAEL R CAVANAUGH, ANA R CAVANAUGH	Both	
MILLER FAMILY TRUST	Transfer Agreements	Yes
MISSION CAPITAL PROPERTIES, INC.	Transfer Agreements	
MORSE FAMILY TRUST	Both	Yes
MUKESH V. TANEJA, ANEETA TANEJA	Transfer Agreements	Yes
MULLIN FAMILY TRUST	Both	Yes
NANCI AMOS	Transfer Agreements	Yes
NICOLE A ACACIO	1380 Checks	

Investor	Source	LFM Investor
NICOLE A. ACACIO	Transfer Agreements	
NICOLE MARIE CESMAT	Transfer Agreements	Yes
NORA CABUENA	Both	
NORMAN TAFFE	1380 Checks	Yes
PATRICIA A. THOMAS	Transfer Agreements	Yes
PATRICK MCMULLEN LIVING TRUST	Both	
PAUL P. BOGATSKY & ARIADNA M. BOGATSKY	Both	
PAUL SHELDON	Transfer Agreements	Yes
PETER S STRICKLAND TRUST	Both	Yes
RAMON L VELASQUEZ	Both	Yes
RANCHO MASALACAN TRUST, ROMONA BLACK	1380 Checks	
RAOUL L & FELICITAS V VELASQUEZ	Transfer Agreements	Yes
RAYMOND & BETTY CONNER LIVING TRUST	1380 Checks	
RECOLOGY SONOMA MARIN	1380 Checks	
RICHARD & EVEGHENYA VORP	Transfer Agreements	Yes
RICHARD A. CLARIDGE JR., TRUSTEE, CAPRI L. V	Both	Yes
RICHARD JOHN LEONARDINI FAMILY TRUST	Transfer Agreements	Yes
RICHARD U & EVEGHENYA N VORP	1380 Checks	Yes
RICHARD VICTOR HANSON AND KAREN DENISE	Both	Yes
RICHARD W. LULL FAMILY LIVING TRUST	Both	Yes
RILEY FAMILY TRUST	1380 Checks	Yes
RONALD E & CHERYL A TAYLOR	Transfer Agreements	Yes
RONALD W. DENNISON & DEBORAH A. DENNIS	Transfer Agreements	Yes
ROSTISLAV PRIDATKO	Transfer Agreements	Yes
SABINA JAMES	Both	Yes
SAMUEL R & SHERIDAN K HALEY	1380 Checks	Yes
SAMUEL R. HALEY AND SHERIDAN K. HALEY	Transfer Agreements	Yes
SCHROYER FAMILY TRUST	1380 Checks	Yes
SHARON EANDI	Both	Yes
SHARON SUE WALES	1380 Checks	Yes
SIDNEY MAR	1380 Checks	Yes
SMITH FAMILY TRUST	Both	Yes
SPECHT LIVING TRUST	1380 Checks	Yes
STANDIFORD FAMILY TRUST	1380 Checks	Yes
STEPHEN & MARIA CRANE	1380 Checks	Yes
TEIXEIRA FAMILY TRUST	1380 Checks	
THE CHE CHENG FAMILY TRUST	1380 Checks	Yes
THE DENNISON LIVING TRUST	1380 Checks	Yes
THE KILKENNY FAMILY TRUST	1380 Checks	Yes
THE KIRKLAND TRUST	Both	Yes
THE PAUL & ARIADNA BOGATSKY 2012 REV TRU	1380 Checks	
THE SUHONOS FAMILY TRUST	1380 Checks	Yes
THE YOUNG FAMILY TRUST	1380 Checks	Yes

Investor	Source	LFM Investor
THOMAS J MACK & EDYTH HAYASHI MACK LIVIN	1380 Checks	Yes
TRINIDAD FAMILY TRUST	1380 Checks	Yes
VAN BLARIGAN FAMILY TRUST	1380 Checks	Yes
WALKER FAMILY LIVING TRUST	1380 Checks	Yes
WARD & ANNE PITMAN	Both	Yes
WILLIAM & PAMELA WEBER	1380 Checks	Yes
WILLIAM & REGINA PARKINSON	1380 Checks	Yes
WILLIAM REESE	1380 Checks	Yes
WRIGHT FAMILY TRUST	1380 Checks	Yes
Y TITO & JANET L SASAKI TRUST	Both	