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8 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**

10 CITY OF LOS ANGELES, a municipal
11 corporation,

12 Petitioner,

13 v.

14 CREST APARTMENTS LP; FLOR 401
15 LOFTS LP; SENATOR 2015 LP; SP7
16 APARTMENTS LP; SKID ROW
17 CENTRAL 1 LP; NEW PERSHING
18 APARTMENTS, L.P.; SIMONE 2015 LP;
19 THE SIX VETERANS HOUSING LP;
20 STAR APARTMENTS, L.P.; 649 LOFTS
21 LP; SKID ROW SOUTHEAST 1 LP;
22 ABBEY APARTMENTS LP; CHARLES
23 COBB APARTMENTS LP; BOYD
24 HOTEL LIMITED PARTNERSHIP; ST.
25 GEORGE AFFORDABLE HOUSING
26 LIMITED PARTNERSHIP; DEWEY
27 HOTEL LP; EDWARD HOTEL LIMITED
28 PARTNERSHIP; HART LIMITED
PARTNERSHIP; LINCOLN HOTEL SRO
LIMITED PARTNERSHIP; NEW
CARVER APARTMENTS LP; NEW
GENESIS APARTMENTS LP;
PRODUCE APARTMENTS LIMITED
PARTNERSHIP; RAINBOW
APARTMENTS LP; SANBORN HOTEL
LIMITED PARTNERSHIP; CRESCENT
FIFTH STREET PARTNERS; ST.
MARK'S FIFTH STREET PARTNERS
LP; DOES 1-100,

Respondents.

Case No.: 23STCP01011

**DECLARATION OF SUPERIOR COURT
RECEIVER KEVIN SINGER IN SUPPORT
OF NOTICE OF MOTION AND MOTION
TO APPROVE THE SALE OF
SEVENTEEN RECEIVERSHIP
PROPERTIES TO HOPE FOR AN
AFFORDABLE LA LP**

Date: August 7, 2024
Time: 1:30 p.m.
Dept.: 82
Judge: Hon. Stephen Goorvitch

Court: Stanley Mosk Courthouse
111 N Hill Street
Los Angeles, CA 90012

Action filed March 30, 2023

DECLARATION OF KEVIN SINGER

1
2 1. I am the court-appointed receiver (the “**Receiver**”) in the above-referenced
3 action. I submit this Declaration is in support of my Notice of Motion and Motion to Approve
4 the Sale of Seventeen Receivership Properties to Hope for an Affordable LA LP (the
5 “**Motion**”), pursuant to the terms and conditions of the Purchase and Sale Agreement dated
6 June 3, 2024 (the “**PSA**”), as amended by Amendment No. 1 to Purchase and Sale Agreement
7 dated July 23, 2024, true and correct copies of which are attached hereto as **Exhibits “1 and**
8 **2,”** respectively.¹ The following facts are true of my personal knowledge and, if called upon to
9 do so, I could and would competently testify to the truth thereof.

10 2. On April 7, 2023, this Court entered the Ex Parte Appointment Order,²
11 appointing California Receivership Group, Inc., a California Benefit Corporation, through its
12 President, Mark S. Adams, Esq. (the “**Prior Receiver**”), as the receiver over the Subject
13 Properties pursuant to California Health and Safety Code section 17980.7(c). On May 25,
14 2023, the Court entered the Confirmation Order confirming the Prior Receiver’s appointment
15 as the receiver over the receivership properties, which, *inter alia*, authorized a receiver’s
16 (private) sale of any of the Receivership Estate properties on ten days’ notice, subject to the
17 Court’s approval. On June 29, 2023, this Court entered the Order Granting the City’s Ex Parte
18 Application Replacing Receiver and appointing me and Receivership Specialists as the
19 replacement receiver over the receivership properties. Thereafter, I promptly took control of

20
21 ¹ Exhibit A has been deleted from the Amendment prior to inclusion in this public filing; given the nature of Exhibit
22 A, publicly disclosing it would be contrary to the interests of the City, the Purchaser, and the Receivership Estate.
23 The Receiver will provide a copy of Exhibit A to any interested party upon request.

24 ² Because this Motion is being filed concurrently with a second Motion for authorization to sell the New Genesis
25 Apartments, which moving papers include copies of the Court orders referenced herein, to avoid duplication I am
26 not including any of those orders as exhibits hereto. Should any person who reviews this Declaration wish to review
27 copies of the underlying orders, or any other document referenced herein which is not attached as an exhibit, my
28 office will provide copies via email upon request sent to jackson@receivershipspecialists.com.

1 the receivership properties and immediately began meeting with the relevant vested parties,
2 vendors, and government agencies.

3 3. On or about December 22, 2023, the Court gave me the authority to market
4 twelve properties in the receivership for sale. Thereafter, in February 2024, I sought and
5 obtained the right to market an additional 5 properties. I have engaged broker Duke Cooke
6 (“**Cooke**”) to market all seventeen of the Sale Properties for sale.

7 4. The procedural history surrounding my sale efforts was detailed in my prior
8 motion to sell six of the Receivership Estate properties to a different buyer (the “**Prior Sale**
9 **Motion**”), which motion was ultimately withdrawn because that buyer backed out of the sale
10 during due diligence. Thereafter, the Broker and I reengaged with prospective purchasers and
11 ultimately contracted with Purchaser, which was the only prospective purchaser prepared to
12 acquire all seventeen of the Sale Properties and to assume all responsibilities under the
13 regulatory agreements.

14 5. There has been substantial difficulty in locating willing and able buyers
15 interested in acquiring the remaining Receivership properties. Here, the Purchaser has
16 completed due diligence, and appears to have obtained the approval of the City and other
17 regulatory agencies so long as this Court approves the sale. I do not believe, in my business
18 judgment, that conducting an overbidding process will result in a better deal for the
19 Receivership Estate, but instead believe that it would only result in delay, and qualifying
20 prospective overbidders would be impractical to the point of impossibility. Any delay in selling
21 the Sale Properties and removing them from the Receivership Estate will cause harm to the
22 Receivership Estate, and ultimately the at-risk residents at the Sale Properties. Moreover, the
23 Receivership Estate lacks funding and appears to have no path forward (other than terminating
24 the Receivership and returning the properties to SRHT, which cannot afford to operate them, or
25 finding new funding, which appears to be totally unavailable) if this sale is not confirmed. The
26 Receivership Estate was able to rebound from the cancellation of the prior purchase agreement
27 through the extraordinary efforts of the City and SRHT, but it has exhausted its runway to
28 rebound from another unsuccessful sale; the sales I am presenting to the Court at the August 7th

1 hearing appear to represent the last, best chance to reach a positive resolution for the
2 Receivership Estate properties before I run out of funding.

3 6. Given the financial condition of the SRHT, I recognized that SRHT would
4 almost certainly be unable to assume control of the Receivership Properties at the conclusion of
5 the Receivership Estate. The remaining Receivership Properties cannot remain in the
6 receivership indefinitely – there are simply insufficient funds to do so. Accordingly, new
7 owners needed to be located promptly. Specifically, the Sale Properties require new owners
8 that are willing, able, and qualified to take ownership of the properties so that there is limited
9 disruption to the tenants at each property, who include some of the most vulnerable tenant
10 populations in the City. Accordingly, in December 2023, February 2024, and March 2024, I
11 obtained authorization to engage the Broker to market the Sale Properties for sale. Broker spent
12 substantial time and effort marketing the Sale Properties and brought various purchase offers to
13 me, as discussed in the Prior Sale Motion.

14 7. Following months of marketing and extensive discussions with the City and
15 various interested parties, on April 3, 2024, I entered into a purchase agreement with a different
16 buyer for six of the Sale Properties. That sale, if completed, would have provided more than
17 sufficient funding to allow time for me to find new owners for the remaining Sale Properties.
18 Unfortunately, the buyer backed out of the sale during due diligence, citing the costs of
19 rehabilitating and operating the Receivership Estate properties. No additional funding was
20 forthcoming, and there was substantial risk that I would be unable to find new owners for the
21 Sale Properties. Enter Purchaser, who proposed to acquire all seventeen of the Sale Properties
22 in a single transaction, and who from the start of the negotiations expressed willingness to
23 assume the necessary regulatory agreements and contract with outside property management
24 and service providers, which I understood was of critical importance to the City. On May 16,
25 2024, the Purchaser and I entered into a non-binding Letter of Intent for the sale of the Sale
26 Properties, and thereafter negotiated the PSA, which was executed on June 3, 2024.

27 8. The PSA called for thirty (30) business days of due diligence, and during that
28 time my team and I worked with the Purchaser to facilitate the due diligence and conversations

1 with the City and other stakeholders. Purchaser demonstrated its qualifications to safely and
2 responsibly operate the Sale Properties and obtained the City's approval, conditioned on
3 execution of various documents prior to the closing. On July 23, 2024, the Purchaser and I
4 executed the Amendment, which formally terminated the due diligence period and addressed
5 various issues that arose during the Purchaser's evaluation of the Sale Properties. Accordingly,
6 it is my understanding that the Purchaser is now ready to proceed to close the sale, pending
7 Court approval and satisfaction of closing conditions.

8 9. Through my prior filings and court appearances in this matter, the Court and the
9 parties have been aware of the potential sale of the Sale Properties since December 2023 (as to
10 twelve of the Sale Properties) and February/March 2024 (as to the remaining five), and the
11 Court has agreed to specially set a hearing on this Motion with ten days' notice.

12 10. It is my understanding that the Purchaser has worked with the City over the last
13 three months to obtain the City's approval for the Purchaser to acquire the Sale Properties.

14 11. While the Purchaser's sale price for the seventeen Sale Properties is lower than
15 the amount offered for the six properties previously under contract, it reflects the highest
16 attainable price given the particular challenges the Sale Properties face. Notably, that prior
17 contract called for a purchase price *far* higher than any other prospective purchaser offered,
18 and was terminated during due diligence due to, *inter alia*, cost concerns. As I have learned
19 from marketing these properties for sale, selling any is incredibly difficult: first because the
20 properties are complex and troubled, second because the buyer must meet the City's approval
21 per the regulatory agreements, and third because some of the Sale Properties appear to have
22 negative net value and could not even be given away for free (hence packaging all seventeen
23 into a single sale). Consequently, finding a buyer who would get through due diligence and
24 actually complete the sale is challenging.

25 12. I believe that the purchase price for the Sale Properties is both fair and
26 reasonable and within market rates for similar properties (of which I am now intimately
27 familiar with given my role as receiver in this matter), and the Purchaser has completed due
28 diligence. Moreover, the Purchaser has invested substantial resources to evaluate the Sale

1 Properties even with no guarantee that it would ever gain control of them. Significantly, it is
2 my understanding that the Purchaser has also obtained the City's approval to acquire the Sale
3 Properties.

4 13. I strongly recommend that the proposed sale be confirmed without the need for
5 overbidding. Any prospective overbidder would have to accept the Sale Properties without
6 conducting any due diligence and would have to obtain the City's approval, which would
7 require weeks or months of negotiation. I am familiar with the universe of potential buyers and
8 do not believe there is a buyer who would both obtain the City's approval and exceed the
9 Purchaser's purchase price while also agreeing to waive due diligence. It appears that the City
10 and the Trust both support selling the Sale Properties to the Purchaser. The Purchaser appears
11 to me to be a responsible and qualified operator. The at-risk population that lives at the Sale
12 Properties needs a permanent owner/operator, and without such an owner/operator the
13 alternatives for these tenants could be catastrophic. As a result, I recommend confirming the
14 sale to the Purchaser without overbidding.

15 14. Attached hereto as "**Exhibits 3 through 19**" are true and correct copies of
16 Litigation Guaranties that I obtained for the Abbey, Boyd, Charles Cobb, Crescent, Dewey,
17 Edward, Hart, Las Americas, Lincoln, New Carver, Olympia, Produce, Rainbow, Sanborn,
18 Senator, St. George, and St. Mark's Properties.

19 I declare under penalty of perjury under the laws of the State of California that the
20 foregoing is true and correct and that this Declaration is executed on July 26, 2024, in Los
21 Angeles, California.

22 
23 _____
24 KEVIN SINGER

EXHIBIT 1

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this “**Agreement**”) dated as of the 3rd day of June, 2024 (the “**Effective Date**”), is made by and between HOPE FOR AN AFFORDABLE LA LP, a California limited partnership, or its assignee (collectively, “**Purchaser**”), on the one hand, and BOYD HOTEL LIMITED PARTNERSHIP, a California limited partnership, NEW CARVER APARTMENTS, L.P., a California limited partnership, RAINBOW APARTMENTS, L.P., a California limited partnership, LINCOLN SRO LIMITED PARTNERSHIP, a California limited partnership, HART LIMITED PARTNERSHIP, a California limited partnership, ST. GEORGE AFFORDABLE HOUSING LIMITED PARTNERSHIP, a California limited partnership, EDWARD HOTEL LIMITED PARTNERSHIP, a California limited partnership, ST. MARKS FIFTH STREET PARTNERS, a California limited partnership, CRESCENT FIFTH STREET PARTNERS, a California limited partnership, SANBORN HOTEL LIMITED PARTNERSHIP, a California limited partnership, DEWEY HOTEL L.P., a California limited partnership, PRODUCE APARTMENTS LIMITED PARTNERSHIP, a California limited partnership, ABBEY APARTMENTS L.P., a California limited partnership, CHARLES COBB APARTMENTS, L.P., a California limited partnership, SKID ROW SOUTHEAST 1, L.P., a California limited partnership, and SENATOR 2015 L.P., a California limited partnership (collectively the “**Sellers**”), by and through KEVIN SINGER and RECEIVERSHIP SPECIALISTS (collectively, the “**Receiver**”), not personally, but solely in the capacity as the Court–Appointed Receiver of the Properties in the Receivership Action.

RECITALS:

A. On April 7, 2023, the Los Angeles Superior Court (the “**Court**”) in the matter of *City of Los Angeles v. Crest Apartments LP, et al.*, Case No. 23STCP01011 (the “**Receivership Action**”), entered an Order Granting Ex Parte Application for an Order Appointing Receiver Pursuant to California Health and Safety Code Section 17980.7 (the “**Ex Parte Appointment Order**”). Pursuant to the Ex Parte Appointment Order, California Receivership Group, Inc., through its President, Mark S. Adams (the “**Prior Receiver**”) was appointed over specified real properties located in the City of Los Angeles, including the Properties as defined in [Section 1.1](#), below.

B. On May 25, 2023, the Court in the Receivership Action entered an Order Confirming the Appointment of a Receiver Pursuant to California Health and Safety Code Section 17980.7 confirming the Prior Receiver’s appointment as receiver (the “**Confirmation Order**”).

C. On June 29, 2023, the Court in the Receivership Action entered an Order Granting Petitioner City of Los Angeles’ Ex Parte Application Replacing Receiver, pursuant to which the Receiver was appointed as the replacement receiver in place of the Prior Receiver (the “**Replacement Receiver Order**”).

D. On December 22, 2023, the Court in the Receivership Action entered an Order: (1) Authorizing Receiver to Engage a Broker to Market Specified Properties for Sale and (2) Setting a Hearing for Status Update of Sale Efforts (the “**Marketing Order**”). Pursuant to the Marketing Order, the Receiver was given authority to engage a broker to market the twelve properties for sale, and that any sale shall be conditioned upon and subject to approval by the Court in the Receivership Action.

E. On February 29, 2024, the Court in the Receivership Action entered an Order Authorizing the Receiver to Engage a Broker to Market the following properties for sale: Olympia Hotel Apartments, Las America Hotel Apartments, Abbey Apartments, and Charles Cobb Apartments (the “**Further Marketing Order**”):

F. On March 15, 2024, the Court in the Receivership Action entered an Order Authorizing the Receiver to Engage a Broker to Market the Senator Hotel Apartments for Sale (the “**Senator Marketing Order**”). The Ex Parte Appointment Order, Confirmation Order, Replacement Receiver Order, Marketing Order, and Senator Marketing Order are collectively referred to herein as the “**Receivership Order**”).

G. Sellers desires to sell those certain improved real properties as described in [Section 1.1](#) below along with certain related property described below, and Purchaser desires to purchase such real and other property from Sellers.

H. Pursuant to the Receivership Order, the Properties are being sold in the Receivership Action, with any sale conditioned upon and subject to Court approval. The Receiver has no independent right or power to sell this Property in the absence of confirmation of sale by the Court or authority conveyed to the Receiver by the Court in the Receivership Action. The sale of the Properties must be approved by the Court (the “**Approval Order**”).

I. Sellers and Purchaser, intending to be bound by this Agreement, desire to set forth herein the terms, conditions and agreements under and by which Sellers shall sell and Purchaser shall purchase the Property (as defined below).

AGREEMENTS:

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the Approval Order and terms and provisions thereof, Sellers and Purchaser agree as follows:

1. THE PROPERTIES.

1.1 Description. Subject to the terms and conditions of this Agreement, including, without limitation, the Court’s issuance of the Approval Order, and for the consideration set forth herein, Sellers hereby agrees to sell, assign and convey, and Purchaser hereby agrees to purchase and acquire, all of Sellers’ right, title and interest, if any, in and to the following (collectively, the “**Properties**”):

1.1.1 Those certain parcels of land designated as (Purchaser to confirm accuracy of APNs):

- a. 115 E. 3rd St. - St George Hotel (APN: 5161-026-004)
- b. 224 E. Boyd St. - Boyd Hotel (APN: 5148-002-007)
- c. 643 S. San Pedro - Rainbow Hotel (APN: 5148-025-008, 5148-025-013)
- d. 1624 S. Hope St - New Carver Apartments (APN: 5134-014-012, 5134-014-019)
- e. 549-551 Ceres Ave. – Lincoln Hotel (APN: 5147-016-020, 5147-016-021)
- f. 508 E. 4th St. – Hart Hotel (APN: 5147-009-017)
- g. 713 E. 5th St – Edward Hotel (APN: 5147-010-002)
- h. 611 E. 5th St – St. Mark’s Hotel (APN: 5147-009-004)
- i. 617 E. 5th St – Crescent Hotel (APN: 5147-009-003)
- j. 526 S. Main St. – Sanborn Hotel (APN: 5148-019-007)
- k. 721 S. Main St. – Dewey Hotel (APN: 5144-015-046)
- l. 676 S. Central Ave – Produce Hotel (APN: 5147-035-001)
- m. 625 San Pedro St. – Abbey Apartments (APN: 5148-025-017; 5148-025-007, 5148-025-005, and 5148-025-006)
- n. 521 San Pedro St. – Charles Cobb Apartments (APN: 5148-012-021)
- o. 1205 E. 6th St. – Las Americas Hotel Apartments (APN: 5164-009-012)
- p. 1201 E. 7th St. – Olympia Hotel Apartments (APN: 5147-034-016)
- q. 729 S. Main St. – Senator Hotel Apartments (APN: 5144-015-054)**See Section

2.1.1

and being more specifically described on [Schedule 1.1.1](#), attached hereto (the “**Land**”), along with all buildings located thereon (the “**Buildings**”), together with all other improvements, and parking facilities located on the Land (the Buildings and any and all other improvements and parking facilities located on the Land are hereinafter referred to collectively as the “**Improvements**”), and all easements, hereditaments, appurtenances, development rights, and other benefits, if any, pertaining to or affecting the Land (collectively,

the “**Easements**”). The Land, Buildings, Improvements and Easements are hereinafter collectively referred to as the “**Real Property**”;

1.1.2 All furniture, furnishings, fixtures, equipment and other tangible personal property affixed to or located at the Real Property that are used in connection with the Real Property, or replacements of those items permitted pursuant to this Agreement (the “**Personal Property**”); provided, however, that the Personal Property is and shall be conveyed via quitclaim bill of sale, in its “as is, where is” condition, with all faults, without representation or warranty, express or implied, as to truth, completeness, accuracy or enforceability as to any Personal Property; and

1.1.3 Any leases and contracts in effect on the Date of Closing in Sellers’ actual possession and any and all permits and any and all contractor written warranties, architectural or engineering plans and specifications and development rights in Sellers’ actual possession that exist as of the Date of Closing, relate to the Real Property or the Personal Property (the “**Intangible Property**”); provided, however, that the Intangible Property is and shall be conveyed via quitclaim assignment or bill of sale, in its “as is, where is” condition, with all faults, without representation or warranty, express or implied, as to truth, completeness, accuracy or enforceability as to any Intangible Property.

1.1.4 Notwithstanding the foregoing or anything to the contrary in this Agreement, the Properties specifically excludes bank accounts and any funds held or maintained by Sellers for or relating to the Receivership, any security deposits, if any, given by tenants under existing leases for any part of the Properties, as Sellers did not receive such security deposits from the original landlord in the Receivership, and, subject to [Section 7.3](#) below, all rents, issues, income or profits arising out of the Properties prior to the Date of Closing.

1.2 Agreement to Convey. Subject to obtaining the Approval Order, Sellers agree to sell and convey, and Purchaser agrees to purchase and accept, on the Date of Closing (defined in [Section 2.4](#), below), all of Sellers’ right, title and interest in and to (a) fee simple title to the Land and the Improvements by way of a Quitclaim Deed, to be executed and delivered by Sellers with respect to the Properties, and which shall be subject to the Permitted Exceptions (defined in [Section 3.8](#), below) affecting or encumbering the Real Property; and (b) the remainder of the Properties, by way of quitclaim assignment and assumption agreements, a quitclaim bill of sale and other instruments of conveyance as may be described in this Agreement or deemed appropriate by Sellers, all of which must be in form and substance substantially similar to the forms attached hereto as [Schedules 8.1.1](#), [8.1.2](#) and [8.1.6](#). Purchaser understands and agrees that as set forth in the Deed, the Sellers are the Grantor of the Properties and the Receiver is conveying the Properties to Purchaser pursuant to Approval Order. Purchaser understands and further agrees that execution of the Deed by Receiver shall not constitute any express or implied warranties or representations by Receiver whatsoever.

1.3 Free and Clear of all Monetary Liens. Subject to approval by the Court in the Receivership Action, the sale of the Properties to Purchaser shall be free and clear of all *monetary* liens and *monetary* encumbrances, only, with all *monetary* liens and *monetary* encumbrances to attach to the proceeds of the sale in the same priority as they attach to the Properties.

1.4 Receiver’s Agency. Purchaser acknowledges that the Receiver is only an agent of the Court and not acting as a principal in the sale herein. Therefore, the Receiver and his agents shall not bear any personal liability under this Agreement, in any manner, and shall not be individually named as a party in any action, petition or proceeding of any nature, notwithstanding the intent or substance of California Code of Civil Procedure section 568. Purchaser expressly waives each and all of the provisions of California Code of Civil Procedure section 568. Any action by a party or Purchaser in contravention to this paragraph shall entitle the Receiver, upon motion in such proceeding(s), to indemnification and a complete and full dismissal from said action or proceeding and to indemnification and award of professional and legal fees and costs actually incurred by the Receiver to obtain his dismissal. The parties further acknowledge and agree that the Receiver also shall be entitled to an award of professional and legal fees and costs, at his then professional hourly rate charged for his services, in the event he brings said motion(s) on his own behalf, rather than through counsel.

2. PURCHASE PRICE AND PAYMENT.

2.1 Purchase Price. The purchase price for the Properties (the “**Purchase Price**”) is Nineteen Million Dollars (\$19,000,000), of which Nine Million Dollars (\$9,000,000.00) will be wired to the Purchaser upon close of escrow for purposes of undertaking necessary repairs and renovations, and to address estimated negative cash flow and a five (5) year stabilization period, as set forth herein. The Purchase Price, plus or minus any credits (including the Deposit) or prorations due and payable at Closing or other adjustments provided herein, shall be paid entirely in cash.

2.1.1 The property listed in 1.1.1(q) may be removed from the purchase without modification to the agreement.

2.2 Deposit.

2.2.1 Deposit. Within two (2) business days after the Opening of Escrow (“Opening of Escrow shall be the date that the Escrow Agent receives the executed counterparts of this Agreement from Sellers and Purchaser, and Escrow Agent executes page twenty-seven of this Agreement, Acceptance By Escrow Agent.) Purchaser shall, by wire transfer, deposit the sum of Three Hundred Thousand Dollars (\$300,000.00) (the “**Initial Deposit**”) into the escrow account of the Title Company (defined in [Section 2.4](#), below). If Purchaser shall fail to make the Initial Deposit in accordance with the foregoing, by 5:00 p.m., Los Angeles time, this Agreement shall automatically terminate, Purchaser shall pay the Title Company any escrow cancellation charges, and neither party shall thereafter have any further rights, obligations or liability hereunder, except as otherwise expressly set forth herein. Once posted, the Initial Deposit shall be fully refundable upon the demand of Purchaser in the event that Purchaser terminates this Agreement in accordance with [Section 3.6](#), below, on or before 5:00 p.m., Los Angeles time, on the last day of the Due Diligence Period (defined in [Section 3.1](#), below).

2.2.2 Maintenance of Deposit. The Deposit shall be held by the Title Company in an interest-bearing account subject to receipt of a form W-9 from the Purchaser. All interest earned on the Deposit shall be added to the principal held in the escrow and shall constitute a part of the Deposit (hereinafter defined). The term “**Deposit**” as used herein shall mean the Initial Deposit and any additional deposits, as are described herein and all interest earned thereon. Provided that Purchaser has not terminated this Agreement pursuant to [Section 3.6](#), below, upon the expiration of the Due Diligence Period, the Deposit shall become non-refundable, subject, however, to any uncured default by Sellers hereunder, Sellers’ failure to obtain the Approval Order and/or the failure of any other contingency or condition precedent described in [Section 6.1](#), below, or as otherwise set forth in this Agreement. The Deposit shall not be released to Sellers until the Closing.

2.3 Payment. In accordance with [Section 2.1](#) above, Purchaser shall wire to the Title Company the balance of the Purchase Price in immediately available funds on or before 12:00 p.m., Los Angeles time, on the Date of Closing, to the bank account designated by Title Company. Upon the Closing, the Title Company shall wire the Purchase Price in immediately available funds to such bank account(s) as Receiver may designate. The Deposit shall be paid by the Title Company to Receiver at Closing and credited against the Purchase Price. The Purchase Price shall also be subject to further adjustments for prorations and credits required to be made in accordance with [Section 7](#), below.

2.4 Closing.

2.4.1 Subject to [Section 6](#), the purchase and sale of the Properties shall be consummated at closing (the “**Closing**”) in escrow through the Title Company on the date (the “**Date of Closing**”) that is the later of twenty (20) business days after entry of the Approval Order by the Court or twenty (20) business days after the expiration of the Due Diligence. Closing shall occur, on the Date of Closing at the offices of Orange Coast Title Company, located at 1551 N. Tustin Avenue, Suite 840, Santa Ana, CA 92705 (the “**Title Company**”), or at such other time and place as may be agreed to in writing by Sellers and Purchaser.

2.4.2 Notwithstanding anything to the contrary contained herein, Sellers and Purchaser both acknowledge and agree that the Closing and the Date of Closing are expressly contingent upon the Court's issuance of the Approval Order, and satisfaction (or waiver) of the conditions precedent to Sellers' obligations under this Agreement, including, without limitation, those set forth in [Section 6.3](#) of this Agreement. Sellers and Purchaser shall exercise due diligence in good faith to obtain the Approval Order from the Court. Sellers shall notify Purchaser and Escrow Agent in writing on the date the Approval Order is received from the Court.

3. INSPECTIONS AND APPROVALS.

3.1 Inspections. Purchaser shall have a period of time (the "**Due Diligence Period**"), commencing on the Effective Date, and expiring at 5:00 p.m., Los Angeles time, on the thirtieth (30th) business day after the Opening of Escrow, in which to conduct the inspections and studies described in this [Section 3](#). Purchaser understands, acknowledges and agrees that Sellers are acting through the Receiver pursuant to the terms and conditions of the Receivership Order and that neither Sellers nor Receiver have complete knowledge as to the status and condition of the Property. Accordingly, Purchaser agrees to take all steps necessary to satisfy itself as to the status and condition of the Properties during the Due Diligence Period and to accept the Properties in their "As Is, Where Is Condition, With All Faults".

3.2 Access to the Properties and Indemnification by Purchaser. During the Due Diligence Period, Sellers shall permit Purchaser and Purchaser's agents and representatives access to the Land and Improvements for the purpose of conducting such physical and environmental inspections of the Land and Improvements (collectively, the "**Inspections**") as Purchaser shall deem necessary to determine the feasibility of the Land and Improvements for Purchaser's intended use. Before Purchaser enters the Land and Improvements to perform Inspections, Purchaser shall give Sellers forty-eight (48) hours advance written notice and, at Sellers' option, a representative of Sellers may accompany Purchaser and/or Purchaser's representative. Purchaser agrees to be solely responsible for the conduct of Purchaser's representatives on and adjacent to the Land and Improvements and shall assume and pay for all expenses incurred in connection with the Inspections. At all times during the presence of Purchaser or Purchaser's representatives on the Land and Improvements, Purchaser agrees that Purchaser will not allow, and Purchaser's representatives will not conduct, any physically invasive testing of, on, or under the Land or Improvements without first obtaining Receiver's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Purchaser agrees to return the Land and Improvements to substantially the same condition and cleanliness existing before entry and/or occupation by Purchaser's representatives, including, but not limited to, sealing wells or other similar subsurface investigations. Purchaser shall use reasonable efforts to minimize interference with Sellers' and any tenants' use and occupancy of the Buildings. Purchaser shall deliver to Receiver copies of all Inspection reports promptly following receipt thereof. Purchaser shall keep confidential the information resulting from the Inspections. Purchaser may disclose confidential information to Purchaser's representatives to the extent each needs to know confidential information for the sole purpose of evaluating the Land and Improvements, provided Purchaser takes all reasonable measures to assure that Purchaser's representatives keep such information confidential. Any public disclosure by Purchaser of the results of its Inspections in violation of this [Section 3.2](#), shall entitle the Receiver or Sellers to damages arising therefrom pursuant to [Section 10.2](#), below. Purchaser's access to the Land and Improvements is further conditioned on Purchaser Providing the Receiver, if so requested, with certificates of insurance listing the Receiver and the Sellers as additional insureds on all insurance policies evidencing that Purchaser's agents or contractors performing said inspections and investigations have insurance in types and amounts satisfactory to the Receiver as determined by the Receiver in its reasonable discretion. Purchaser shall indemnify, defend and hold Sellers and the Receiver harmless from any loss, injury, liability, damage or expense, including reasonable attorneys' fees and costs, directly caused by Purchaser or Purchaser's agents or contractors, which Sellers or the Receivership Estate may incur as a result of (a) any act or omission of Purchaser or its agents or representatives arising in connection with any Inspections conducted by Purchaser or its agents or representatives, or (b) the failure of Purchaser to restore the Properties in accordance with this [Section 3.2](#). The foregoing shall survive termination of this Agreement or the Closing, as applicable.

3.3 Inspection of Documents. Within three business (3) days after the Effective Date, Sellers shall make available to Purchaser or its representative, for inspection and copying, via electronic storage site, physical copies or some other location mutually convenient to the parties, the Properties' information materials relating to the Land and Improvements set forth on [Schedule 3.3](#) attached hereto ("**Property Documents**"), to the extent such Property Documents are within the Receiver's actual possession and control. Purchaser acknowledges, understands and agrees that the Property Documents may have been prepared by parties other than Sellers or the Receiver, and that Sellers and Receiver make no representation or warranty whatsoever, express or implied, as to the completeness, content, truth or accuracy of the Property Documents and that Sellers and Receiver are making the Property Documents available to Purchaser merely as a courtesy. Purchaser specifically releases Sellers and the Receiver from all claims, demands, causes of action, judgments, losses, damages, liabilities, costs and expenses (including without limitation attorney's fees and costs whether suit is instituted or not), whether known or unknown, liquidated or contingent (collectively, "**Claims**") asserted against or incurred by Purchaser by reason of the information contained in, or that should have been contained in, the Property Documents. The provisions of this [Section 3.3](#) shall survive Closing, or the early termination of this Agreement. Additionally, no later than ten (10) days after the Effective Date, Sellers will provide, or will cause Escrow to provide, Purchaser with a Natural Hazard Statement, issued by a reputable provider of such statements. Purchaser acknowledges and agrees that (i) Purchaser shall review the Natural Hazards Statement; and (ii) by its delivery of the Natural Hazards Statement to Purchaser, Sellers shall have fully complied with the disclosure obligations relating to seismic, geologic and other natural hazards imposed on Sellers by the following California statutory provisions: Government Code sections 8589.4; 8589.3; Government Code sections 51183.4, 51183.5 (Fire Hazard Severity Zone); Public Resource Code section 2621.9 (Earthquake Fault Zone); Public Resource Code section 2694 (Seismic Hazard Zone); and Public Resource Code section 4136 (Wildland Area). Purchaser acknowledges and agrees that Purchaser has had the opportunity to independently evaluate and investigate whether any or all of such Natural Hazards affect the Properties and Sellers and Receiver shall have no liabilities or obligations with respect thereto. Without limiting the foregoing, Purchaser acknowledges and agrees that Purchaser knowingly and intentionally waives any disclosures, obligations or requirements of Sellers or Receiver with respect to Natural Hazards and the related statutory provisions, and Sellers and Receiver shall have no monetary liability to Purchaser with respect thereto. Purchaser represents that Purchaser has experience acquiring commercial real estate and conducting due diligence, and that this waiver has been negotiated and is an essential aspect of the bargain between the parties.

3.4 Survey.

3.4.1 In addition to the Property Documents, Sellers shall deliver a copy of the most recent survey, if any, in the Receiver's actual possession and control to the Purchaser (the "**Existing Survey**") within five (5) days following the Effective Date. Purchaser shall, in the event Purchaser desires an extended coverage owner's policy of title insurance (an "**Extended Coverage Title Policy**") for the Properties be issued at Closing, within three (3) days after the Effective Date, at its sole cost and expense, order an update to the Existing Survey (or if there is no Existing Survey, a new survey) for delivery to Purchaser no later than seven (7) days after the Effective Date (the Existing Survey, as updated, or a new survey, the "**Survey**"). Any such update shall be certified to Sellers and Receiver, and Purchaser shall deliver a copy of any Survey to Sellers and Receiver promptly following receipt. On or before the expiration of the fifteenth (15th) day after the Effective Date, Purchaser shall deliver to Receiver, in writing any objections to any matters shown on the Survey (such written objections or any written objections delivered in accordance with [Section 3.5.1](#), below, an "**Objection Letter**"). Purchaser's failure to timely object to any such matters shall be deemed to constitute Purchaser's approval thereof. If Purchaser timely objects to any matters shown on the Survey, then Receiver shall have the right, but not the obligation, to agree in writing to cure at Sellers' cost and expense before Closing, or to decline to cure such objections. If Purchaser timely objects to any matters shown on the Survey, then Receiver shall have the right, but not the obligation, to agree in writing to cure such objections before Closing, at Sellers' cost and expense, or to decline to cure such objections.

3.4.2 Receiver shall have until 5:00 p.m. Los Angeles time on the date that is five (5) business days after receipt of an Objection Letter (the "**Cure Date**") to agree in writing to cure before Closing, or decline to cure, Purchaser's objections to the Survey (or matters shown in the Title Commitment with

respect to [Section 3.5.1](#), below) in a manner acceptable to Purchaser. If Receiver elects not to cure, or fails to timely respond to Purchaser's Objection Letter, Receiver shall be deemed to have elected not to cure, in which event, Purchaser shall, on or before the expiration of the Due Diligence Period, either (i) terminate this Agreement by delivery of written notice to Receiver and Title Company, whereupon Title Company shall immediately release and return the Deposit to Purchaser, or (ii) waive in writing its objection to the Survey. Purchaser's failure to timely deliver to Receiver and Title Company a written notice of termination or waive its objection to the Survey shall be deemed to constitute Purchaser's waiver of such objections.

3.5 Title Commitment.

3.5.1 Within five (5) days following the Effective Date, Sellers shall provide to Purchaser a commitment for Title Insurance (the "**Title Commitment**"), setting forth the status of title to the Land and all exceptions which would appear in an Owner's Policy of Title Insurance, specifying the Purchaser as the named insured and showing the Purchase Price as the policy amount. Purchaser shall, on or before the twentieth (20th) day after the Effective Date, deliver to Receiver, an Objection Letter with respect to matters shown in the Title Commitment. Purchaser's failure to timely object to any such matters shall be deemed to constitute Purchaser's approval of same, and such shall then become Permitted Exceptions. If Purchaser timely objects to any item set forth in the Title Commitment, then Sellers shall have the right, but not the obligation, to attempt to cure or cause to be cured before Closing such disapproved item at Sellers' cost and expense. Receiver shall have until 5:00 p.m. Los Angeles on the Cure Date to agree in writing to cure before Closing such disapproved item. If Receiver elects not to cure, or fails to timely respond to Purchaser's objections, Receiver shall be deemed to have elected not to cure, in which event Purchaser shall, on or before the expiration of the Due Diligence Period, either (i) terminate this Agreement by delivering to Receiver and Title Company a written notice of termination, whereupon Title Company shall immediately release and return the Deposit to Purchaser, or (ii) waive in writing its objection to the disapproved items, which shall then become Permitted Exceptions. Purchaser's failure to timely deliver to Receiver and Title Company a written notice of termination or waiver of its objection to the disapproved items shall be deemed to constitute Purchaser's waiver of its objection to said items and such items shall become Permitted Exceptions.

3.5.2 Purchaser shall have two (2) business days after receipt of any updates to the Title Commitment (including receipt of any documents referenced in such update) to object to any material matters disclosed therein which were not disclosed in the original Title Commitment, and the procedure for objecting to such matters shall be as set forth in [Section 3.5.1](#) above.

3.6 Purchaser's Acceptance or Rejection prior to the Expiration of the Due Diligence Period. On or before the expiration of the Due Diligence Period, if Purchaser, after conducting its Inspections, as described in this [Section 3](#), does not desire to purchase the Properties, Purchaser must give Receiver written notice of its termination of this Agreement on or before expiration of the Due Diligence Period. If the Due Diligence Period expires without a notice of termination being received by Receiver, then Purchaser will be deemed to have approved and accepted the Properties and to have agreed to complete the transaction contemplated by this Agreement, and the Deposit will be nonrefundable, subject, however, to any default by Sellers hereunder, Sellers' failure to obtain the Approval Order, and/or the failure of any other contingency or condition precedent described in [Section 6.1](#), below, or as otherwise set forth in this Agreement. If Purchaser gives Receiver a notice of termination on or before the expiration of the Due Diligence Period, then this Agreement will automatically terminate, subject to the immediate return of all copies of all Property Documents to Receiver, the Deposit will be delivered immediately to Purchaser, and thereupon neither party will have any further obligation or liability to the other party hereunder, except as otherwise expressly provided herein.

3.7 Contracts. On or before the last day of the Due Diligence Period, Purchaser shall notify Sellers in writing as to which of the Contracts (which are by their terms assignable), if any, Purchaser elects to assume at Closing (such Contracts being herein referred to as the "**Assumed Contracts**"). If the Purchaser fails to notify the Sellers of Contracts Purchaser elects to assume at Closing, then any Contracts relating to the Properties shall be deemed assumed by the Purchaser. As used herein, the term "**Contracts**" shall mean all service, maintenance, supply, management, leasing, brokerage or other contracts relating to the operation and

leasing of the Properties, and all other such assignable contracts or agreements in effect as of the Effective Date, all of which are listed on [Schedule 3.7](#) attached hereto. If any Contracts have termination fees, Purchaser must assume the applicable Contract or pay such fee at Closing.

3.7.1 Consents to Transfer. Purchaser shall be responsible for securing any consent from third parties who have the right to consent to the transfer of any Contract, Permit, Intangible Property and/or Lease and paying any fee in connection therewith. Sellers shall have no responsibility for obtaining or delivering any tenant estoppel certificates to Purchaser. The consents shall provide that if the transaction contemplated by this Agreement is not consummated, the consent will not be effective. It is understood that obtaining such consents is not a condition precedent to Purchaser's obligation to close. Purchaser will assume all liability which arises as a result of failing to obtain any such consent and shall indemnify, defend and hold harmless Sellers from any liability, claims, actions, expenses, or damages incurred by Sellers as a result of such failure, should Sellers elect to waive the issuance of such consents as a precondition to Closing under [Section 6.3.4](#).

3.7.2 Tenant Leases. Sellers agrees within three (3) business days after the Opening of Escrow, to submit or cause its property manager to submit to any current tenants under any current leases for space within the Properties (the "**Leases**") which are in the actual possession or custody of the Receiver or the property manager. Purchaser shall have through expiration of the Due Diligence Period within which to review the Leases. Seller shall use reasonable efforts to obtain and provide tenant estoppels for missing leases identified by Purchaser.. Seller agrees to use reasonable efforts to enter into new 1 year leases with Purchasers approval and cooperation in the event estoppels are not provided.

3.8 Permitted Exceptions. Purchaser shall accept title to the Properties, subject to the following exceptions (the "**Permitted Exceptions**"):

3.8.1 Those matters affecting or relating to the title to, or the survey of, the Properties: (a) reflected in the Title Commitment or on the Survey, and which were not included in an Objection Letter timely delivered by Purchaser; (b) which were included in an Objection Letter, but for which (i) Sellers have completed the cure thereof; or (ii) Purchaser has waived or been deemed to have waived the cure thereof or (iii) Sellers have elected to cure and will be cured by the payment of money at Closing; or (c) which Purchaser has caused or otherwise approved in writing.

3.8.2 The lien of non-delinquent taxes, assessments, homeowner or property owner association fees and assessments, and other usual and customary charges assessed against the owners of real property in the state in which the Land is located.

3.8.3 All matters disclosed by the Property Documents and Leases and Contracts not prohibited hereunder.

3.8.4 All laws, ordinances, statutes and customs; all building and zoning laws, codes and regulations affecting the Properties, including all proffers, regulatory agreements, special exceptions, conditions, site plan approvals, and other similar matters, if any, relating to the zoning of the Properties.

3.9 Statutory Compliance and Operation. On and after Closing, Purchaser shall operate the Properties in a manner that complies with all applicable affordability restrictions, regulatory covenants and requirements as well as the provisions of the settlement agreement entered into in the matters of *County of Los Angeles v. Board of Directors of the Community Redevelopment Agency of the City of Los Angeles, et al.* (Case No. BC276472) and *Wiggins v. Board of Directors of the Community Redevelopment Agency of the City of Los Angeles, et al.* (Case No. BC277539), as may have been modified, amended, or extended (the "**Wiggins Settlement Agreement**") associated with the Properties, as well as the Design Guidelines and Controls for Residential Hotels in the City Center and Central Industrial Redevelopment Project Areas in addition to all applicable City Rules, Regulations, and Ordinances. Purchaser intends to permanently manage and operate the Properties using service providers experienced in successfully operating supportive housing.

3.9.1 As a condition to Closing, Purchaser and the City of Los Angeles, a municipal corporation (the “City”) shall enter into an Abatement Agreement and Repair Plan (the “**Abatement Agreement**”) with respect to the Properties which remedies the health and safety violations remaining at the Properties within a specified time frame and that is approved and executed by an authorized representative of the City. The Abatement Agreement is intended to identify any needed repairs or renovations to the Properties, including those abatement or repair orders (the “**Abatement Orders**”) that may have necessitated the appointment of the Receiver and the entry of the Receivership Order. All such orders shall be provided to seller within three (3) business days of the Effective Date and reasonable efforts will be made to provide an Abatement Agreement that is subject to this Section 3.9.1 within that period. In no event will the Inspection Contingencies of Section 3.1 expire prior to Purchaser and City of Los Angeles finalizing such Abatement Agreement. The Abatement Agreement will, in addition to addressing the remediation of any ongoing health and safety violations at the Properties, require the Purchaser to commit and contract with licensed third party service providers (in partnership with the Los Angeles County Department of Health Services and the Department of Mental Health) for onsite supportive services, and assume and continue all existing rental subsidy program contracts with the Housing Authority of the City of Los Angeles. Moreover, the Abatement Agreement will require the Purchaser to contract with one or more property management companies to provide property management services at the Properties. The Abatement Agreement shall not take effect unless and until Closing.

3.9.2 As a condition to Closing, and in connection with the negotiations and approval of the Abatement Agreement, the Purchaser further agrees that it will commit and contract with licensed, third party service providers in partnership with the Los Angeles County Department of Health Services and the Department of Mental Health for onsite supportive services, as well as with one or more property management companies to provide property management services at the Properties.

3.10 Set Aside for Purposes of Complying with Abatement Agreement. At the Closing, Escrow shall wire out of the Purchase Price the sum of \$9,000,000.00 to Purchaser, as referenced in [Section 2.1](#), above, which sums shall be used by Purchaser to comply with the terms of the Abatement Agreement (including to make needed repairs and renovations to the Properties, including addressing any Abatement Orders not resolved on or prior to the Closing), any future repairs or renovations, and to address estimated negative cash flow for the first five (5) years.

4. SELLERS’ OBLIGATIONS PRIOR TO CLOSING. Until Closing, subject to the terms of the Receivership Order, Sellers and/or Sellers’ agents or representatives will exercise diligent efforts to:

4.1 Insurance. Keep the Properties insured, against fire and other hazards and public liability insurance against claims for bodily injury, death and property damage occurring in, on or about the Properties.

4.2 Operation. Maintain the Properties and make repairs and/or replacements in the ordinary course of business in connection with any damage to the Properties.

4.3 Notices. Provide to Purchaser, promptly after receipt thereof, any and all written notices relating to the Properties received by Sellers or its agents or representatives from any governmental or quasi-governmental instrumentality, which notices are of a type not normally received in the ordinary course of Sellers’ business that would have a material adverse effect upon the Properties or result in a material adverse change in a representation or warranty made by Sellers hereunder.

4.4 Compliance with Receivership Order. Take all actions as reasonably practicable based on the resources available to the Receiver to comply with the Receivership Order or parts thereof affecting or relating to the Properties and the ownership, operation and maintenance thereof.

4.5 New Contracts. Prior to the expiration of the Due Diligence Period, Sellers may, without the prior consent of Purchaser, enter into any Contracts provided that Sellers shall provide Purchaser written notice of such actions. After the expiration of the Due Diligence Period, Sellers agrees that it will not take any actions set forth in the preceding sentence without Purchaser’s prior written consent, which consent shall not

be unreasonably withheld, conditioned or delayed, and shall be deemed given if not withheld in writing within five (5) business days following the date of Sellers' request therefor.

4.6 Leases. From and after the Due Diligence Period and up to and until the Closing Date or prior termination of this Agreement, Sellers may enter into Leases for the Properties or any portion thereof in the ordinary course of business except for the following Properties: the Dewey, Hart, Edward, St. Marks, Crescent, Lincoln and St. George Hotels where extensive work may be required and therefore no leasing shall be done subsequent to the Effective Date. (Section 1.1.1: (?),(?) List Sections).

5. REPRESENTATIONS AND WARRANTIES.

5.1 By Sellers. Purchaser understands, acknowledges and agrees that Receiver is acting as the Court-appointed Receiver for the Properties in the Receivership pursuant to the terms and conditions of the Receivership Order, therefore, Sellers makes no representations or warranties to Purchaser. As a result, Purchaser represents and warrants that they are relying on their own or their agents' inspection of the Properties. The Properties are being sold subject to all covenants, conditions, restrictions, non-monetary encumbrances, reservation of right and publicly recorded easements and rights of way of record. The Properties are being sold free and clear of all monetary liens and monetary encumbrances against the Properties which shall attach to the proceeds of the sale in accordance with [Section 1.3](#), above. The Properties are being sold without warranty of any kind, express or implied, by the Receiver. Purchaser understands and further agrees that there are not any implied or express warranties or representations created by use of the Deed. Further, Purchaser acknowledges, understands and agrees that the Receiver has no independent right or power to sell the Properties in the absence of confirmation of sale by the Court and/or authority conveyed to the Receiver in the Receivership Action. This Agreement shall be enforceable against the receivership estate in the Receivership Action ("**Receivership Estate**") only to the extent the Court in the Receivership Action approves the sale hereunder, enters the Approval Order, and authorizes the Receiver to consummate the transaction to convey title by Deed to the Properties. Pursuant to this Agreement, Sellers may provide, or will provide to Purchaser, for general information purposes only certain disclosures, reports and statements pertaining to the Properties. Receiver makes no warranties or representations as to any information provided to Purchaser by Sellers or by Receiver, pursuant to Receiver's duties and obligations in the Receivership Action. Purchaser represents and warrants that Purchaser is relying on Purchaser's own or Purchaser's agents' inspection of the Properties. Purchaser agrees that Purchaser shall not rely on any report, statement or appraisal provided to him or her by the Receiver or anyone else on Sellers' behalf. Purchaser will directly commission and obtain Purchaser's own reports as to the condition of the Properties and other pertinent matters for Purchaser's individual benefit.

5.2 By Purchaser. Purchaser represents and warrants to Sellers as of the Effective Date that:

5.2.1 Purchaser is a corporation, partnership, limited liability company, trust or other type of business organization that is duly organized, validly existing and in good standing under the laws of the state in which it was organized and Purchaser is qualified to do business in the jurisdiction in which the Properties are located.

5.2.2 Purchaser has taken all requisite action and obtained all requisite consents, releases and permissions in connection with entering into this Agreement and the instruments and documents referenced herein or required under any covenant, agreement, encumbrance, law or regulation with respect to the obligations required hereunder, and no consent of any other party is required for the performance by Purchaser of its obligations hereunder.

5.2.3 This Agreement is, and all agreements, instruments and documents to be executed and delivered by Purchaser pursuant to this Agreement shall be, duly authorized, executed and delivered by Purchaser. This Agreement is, and all agreements, instruments and documents to be executed and delivered by Purchaser pursuant to this Agreement shall be, valid and legally binding upon Purchaser and enforceable in accordance with their respective terms.

5.2.4 Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby does now constitute or shall result in a breach of, or a default under, any agreement, document, instrument or other obligation to which Purchaser is a party or by which Purchaser may be bound, or any law, statute, ordinance, rule, governmental regulation or any writ, injunction, order or decree of any court or governmental body, applicable to Purchaser or to the Properties.

5.2.5 No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or state bankruptcy law is pending against or, to the best of Purchaser's current, actual knowledge, contemplated by Purchaser.

5.2.6 There are no actions, suits, claims or other proceedings (collectively, "**Litigation**") pending or, to the best of the Purchaser's current, actual knowledge, contemplated or threatened against Purchaser that could affect the Purchaser's ability to perform its obligations when and as required under the terms of this Agreement.

5.3 Broker. Sellers and Purchaser each represents to the other that it has had no dealings, negotiations, or consultations with any broker, representative, employee, agent or other intermediary in connection with the sale of the Properties, except that Sellers have retained the services of Duke Cooke (the "**Brokers**"). Sellers shall be solely responsible for paying the fees and commissions owed to Brokers if, and when, the Closing occurs. Sellers and Purchaser agree that each will indemnify, defend and hold the other free and harmless from the claims of any other broker(s), representative(s), employee(s), agent(s) or other intermediary(ies) claiming to have represented Sellers or Purchaser, respectively, or otherwise to be entitled to compensation in connection with this Agreement or in connection with the sale of the Properties. This mutual indemnity shall survive Closing and any termination of this Agreement.

5.4 Property Condition.

5.4.1 No Oral Agreements or Representations; As-Is Purchase. PURCHASER REPRESENTS, WARRANTS AND COVENANTS TO SELLERS THAT PURCHASER SHALL, DURING THE DUE DILIGENCE PERIOD, INDEPENDENTLY AND PERSONALLY INSPECT THE PROPERTIES AND IMPROVEMENTS, AND THAT PURCHASER HAS ENTERED INTO THIS AGREEMENT BASED UPON ITS RIGHTS AND INTENTIONS TO MAKE SUCH PERSONAL EXAMINATION AND INSPECTION. PURCHASER AGREES THAT PURCHASER SHALL ACCEPT THE PROPERTIES, IN THEIR THEN CONDITION **AS-IS, WHERE IS, AND WITH ALL ITS FAULTS**. NO PERSON ACTING ON BEHALF OF SELLERS ARE AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF, PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, IF AT ALL, SELLERS HAVE NOT MADE, DO NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO:

(I) THE VALUE OF THE PROPERTIES;

(II) THE INCOME TO BE DERIVED FROM THE PROPERTIES;

(III) THE SUITABILITY OF THE PROPERTIES FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, INCLUDING ANY LEASING OR DEVELOPMENT OF THE PROPERTIES;

(IV) THE HABITABILITY, MERCHANTABILITY, MARKET-ABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTIES;

(V) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTIES;

(VI) THE FINANCIAL CAPABILITY OF THE TENANTS (IF ANY) UNDER THE LEASES;

(VII) THE NATURE, QUALITY OR CONDITION OF THE PROPERTIES, INCLUDING WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY;

(VIII) THE COMPLIANCE OF OR BY THE PROPERTIES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY;

(IX) THE MANNER, CONDITION OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTIES;

(X) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATION, ORDERS OR REQUIREMENTS, INCLUDING BUT NOT LIMITED TO, THE AMERICANS WITH DISABILITIES ACT OF 1990 OR ANY OTHER LAW, RULE OR REGULATION GOVERNING ACCESS BY DISABLED PERSONS, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL RESOURCE CONSERVATION AND RECOVERY ACT, THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, THE RESOURCES CONSERVATION AND RECOVERY ACT OF 1976, THE CLEAN WATER ACT, THE SAFE DRINKING WATER ACT, THE HAZARDOUS MATERIALS TRANSPORTATION ACT, THE TOXIC SUBSTANCE CONTROL ACT, AND REGULATIONS PROMULGATED UNDER ANY OF THE FOREGOING;

(XI) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER, OR ADJACENT TO THE PROPERTIES;

(XII) THE CONTENT, COMPLETENESS OR ACCURACY OF THE SELLERS' DELIVERIES, INCLUDING ANY INFORMATIONAL PACKAGE, OR OTHER MATERIALS PREPARED BY SELLERS;

(XIII) THE CONFORMITY OF THE IMPROVEMENTS (IF ANY) TO ANY PLANS OR SPECIFICATIONS FOR THE PROPERTIES, INCLUDING ANY PLANS AND SPECIFICATIONS THAT MAY HAVE BEEN OR MAY BE PROVIDED TO PURCHASER;

(XIV) THE CONFORMITY OF THE PROPERTIES TO PAST, CURRENT OR FUTURE APPLICABLE ZONING OR BUILDING REQUIREMENTS, AND ANY VIOLATIONS OF SUCH REQUIREMENTS;

(XV) SUFFICIENCY OF ANY UNDERSHORING;

(XVI) SUFFICIENCY OF ANY DRAINAGE;

(XVII) THE FACT THAT ALL OR A PORTION OF THE PROPERTIES MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE OR LOCATED IN AN ALQUIST-PRIOLO SPECIAL STUDY ZONE;

(XVIII) THE ABILITY OF PURCHASER TO OBTAIN FINANCING SECURED BY THE PROPERTIES PRIOR TO OR AFTER CLOSING;

(XIX) THE EXISTENCE OR LACK OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTIES, OR

(XX) THE SQUARE FOOTAGE OF THE LAND OR ANY IMPROVEMENTS THEREON, OR

(XXI) WITH RESPECT TO ANY OTHER MATTER CONCERNING THE PROPERTIES, INCLUDING ANY AND ALL SUCH MATTERS REFERENCED, DISCUSSED OR DISCLOSED IN ANY DOCUMENTS DELIVERED BY SELLERS TO PURCHASER, IN ANY PUBLIC RECORDS OF ANY GOVERNMENTAL AGENCY OR ENTITY OR UTILITY COMPANY, OR IN ANY OTHER DOCUMENTS AVAILABLE TO PURCHASER.

PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTIES AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTIES, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTIES AND REVIEW OF SUCH INFORMATION AND DOCUMENTATION, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLERS. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION MADE AVAILABLE TO PURCHASER OR PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SELLERS WITH RESPECT TO THE PROPERTIES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLERS HAVE NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. PURCHASER AGREES TO FULLY AND IRREVOCABLY RELEASE ALL SUCH SOURCES OF INFORMATION AND PREPARERS OF INFORMATION AND DOCUMENTATION TO THE EXTENT SUCH SOURCES OR PREPARERS ARE SELLERS, RECEIVER, OR THEIR EMPLOYEES, OFFICERS, DIRECTORS, PARTNERS, REPRESENTATIVES, AGENTS, SERVANTS, ATTORNEYS, AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, SUCCESSORS OR ASSIGNS FROM ANY AND ALL CLAIMS THAT THEY MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST SUCH SOURCES AND PREPARERS OF INFORMATION FOR ANY COSTS, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM SUCH INFORMATION OR DOCUMENTATION. SELLERS AND THE RECEIVER ARE NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTIES, OR THE OPERATION THEREOF, FURNISHED BY ANY OF THE FOREGOING ENTITIES AND INDIVIDUALS OR ANY OTHER INDIVIDUAL OR ENTITY. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTIES AS PROVIDED FOR HEREIN IS MADE ON AN **“AS-IS” CONDITION AND BASIS WITH ALL FAULTS**, AND THAT SELLERS HAVE NO OBLIGATIONS TO MAKE REPAIRS, REPLACEMENTS OR IMPROVEMENTS EXCEPT AS MAY OTHERWISE BE EXPRESSLY STATED IN THIS AGREEMENT.

5.4.2 Release of Claims. Without limiting the provisions of [Section 5.4.1](#), Purchaser releases Sellers from any and all Claims (whether known or unknown, and whether contingent or liquidated) arising from or related to (a) any defects, errors or omissions in the design or construction of the Properties, whether the same are a result of negligence or otherwise; or (b) other conditions (including environmental conditions) affecting the Properties, whether the same are a result of negligence or otherwise. The release set forth in this Section specifically includes any Claims under any Environmental Laws, under the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., or with respect to any environmental risk. “Environmental Laws” includes, but is not limited to, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.), the Emergency Planning and Community Right to Know Act (42 U.S.C. §§11001 et seq.), the Clean Air Act (42 U.S.C. §§7401 et seq.), the Clean Water Act (33 U.S.C. §§1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §§2601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§1801 et seq.), the Occupational Safety and Health Act (29 U.S.C. §§651 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§136 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§300f et seq.), as any of the same may be amended from time to time, and any state or local law dealing with environmental matters, and any regulations, orders, rules,

procedures, guidelines and the like promulgated in connection therewith, regardless of whether the same are in existence on the date of this Agreement.

5.4.3 Acknowledgment of Inspection. Purchaser acknowledges and agrees that (a) this Agreement gives Purchaser the opportunity to inspect the Properties and their operations, (b) if this transaction is consummated, Purchaser will be purchasing the Properties pursuant to Purchaser's independent examination, study, inspection and knowledge of the Properties, and (c) Purchaser is relying upon its own determination of the value and condition of the Properties and not on any information provided or to be provided by Sellers. Purchaser is relying solely upon its own inspections, investigations, research and analyses in entering into this Agreement and is not relying in any way upon any representations or warranties, statements, plans, specifications, cost estimates, studies, reports, descriptions, guidelines or other information or material furnished by Sellers or its representatives to Purchaser or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any such matters. With respect to any Personal Property being conveyed hereunder, Purchaser shall not rely on any list of such property compiled by Sellers, but rather, Purchaser shall compile its own list for review by Sellers, which list, if approved by Sellers, shall be countersigned by Sellers as evidence of the list's accuracy, and such list shall constitute the Personal Property to be conveyed to Purchaser at Closing.

5.4.4 RELEASE. PURCHASER HEREBY RELEASES SELLERS AND THE RECEIVER AND ANY SERVICER, AGENT, REPRESENTATIVE, MANAGER, AFFILIATE, OFFICER, PARTNER, SHAREHOLDER OR EMPLOYEE OF SELLERS OR RECEIVER (A "**SELLERS RELATED PARTY**") FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES WHICH PURCHASER OR ANY PARTY RELATED TO OR AFFILIATED WITH PURCHASER (A "**PURCHASER RELATED PARTY**") HAS OR MAY HAVE ARISING FROM OR RELATED TO ANY MATTER OR THING RELATED TO THE PHYSICAL CONDITION OF THE PROPERTIES, ANY CONSTRUCTION DEFECTS, ANY ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF THE PROPERTIES AND ANY ENVIRONMENTAL CONDITIONS AT, IN, ON OR UNDER THE PROPERTIES, AND PURCHASER WILL NOT LOOK TO SELLERS, RECEIVER, OR ANY SELLERS RELATED PARTY IN CONNECTION WITH THE FOREGOING FOR ANY REDRESS OR RELIEF.

5.4.5 Release and Hold Harmless of Receiver. Purchaser understands and agrees that Receiver has been appointed by the Court in the Case, to facilitate the sale of the Properties. Purchaser further understands, acknowledges and agrees that the Receiver is not a "builder" as defined in California Civil Code sections 911 and 936, and is not subject to the provisions of California Civil Code sections 895 et seq. Purchaser further acknowledges and agrees that the Receiver shall not be liable or responsible for any damages whatsoever that Purchaser may incur as the result of Purchaser's purchase of the Properties. Purchaser understands that any and all warranties, whether express or implied, were originally provided by the Sellers, if at all, and not Receiver and that Receiver shall have no duty, obligation or liability thereto. Purchaser further acknowledges and agrees that Receiver's liability, if any (and including any liability of the Receiver's agents), for any claims, liabilities, or damages is limited to the assets of the Receivership Estate, and that upon termination of the Receivership Estate, Purchaser shall be precluded from recovering any claims, liabilities, or damages from the Receiver (including his agents) or the Receivership Estate. Purchaser hereby agrees to release and hold harmless Receiver, his agents, attorneys, affiliates, successors and assigns, from and against any claims, liabilities, fees, costs or expenses, whether arising in contract, tort (including negligence), at law, or equity, whether to person or property, arising out of or related to this Agreement, the Properties, or Purchaser's purchase of the Properties. Such releases applies to all claims, whether such claims, damages, or losses are known or unknown, foreseen or unforeseen, or patent or latent, that the Purchaser may have against Receiver. The Purchaser waives application of California Civil Code section 1542, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Purchaser understands that the consequence of this waiver of the foregoing Section is that even if Purchaser eventually incurs any damages arising from the purchase of the Properties, Purchaser will not be able to make any claim for those damages. Further, Purchaser acknowledges that Purchaser intends these consequences even as to claims for damages that may exist as of the date of this release but which Purchaser does not know exist, and which, if known, would materially affect the Purchaser's decision to execute this release, regardless of whether the Purchaser's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

5.4.6 ASSUMPTION. EFFECTIVE AS OF THE DATE OF CLOSING, PURCHASER WILL ASSUME ALL OF SELLERS' LIABILITIES AND OBLIGATIONS WITH RESPECT TO THE LEASES PROVIDED, AND PERMITS (TO THE EXTENT SUCH PERMITS ARE ASSIGNED OR TRANSFERRED) LISTED IN SCHEDULE 3.4 ARISING AND ACCRUING FROM AND AFTER THE DATE OF CLOSING.

5.4.7 SURVIVAL. THE ACKNOWLEDGMENTS, RELEASES AND AGREEMENTS OF PURCHASER SET FORTH IN THIS [SECTION 5.4](#) WILL SURVIVE THE CLOSING.

5.4.8 PERSONAL PROPERTY; INTANGIBLE PROPERTY. SELLERS MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO SELLERS' TITLE TO THE PERSONAL PROPERTY OR THE INTANGIBLE PROPERTY.

6. CONDITIONS PRECEDENT TO CLOSING.

6.1 Conditions for the Benefit of Purchaser. The obligation of Purchaser to consummate the conveyance of the Properties hereunder is subject to the satisfaction or waiver of each of the following conditions precedent on or before the Closing.

6.1.1 Entry by the Court and receipt of the Approval Order.

6.1.2 Title Company's irrevocable commitment to issue the Title Policy (or Extended Coverage Title Policy if so elected by Purchaser) to Purchaser.

6.1.3 Sellers shall have performed and complied with all agreements required by this Agreement to be performed or complied with by Sellers prior to or at the Closing.

6.2 Waiver of Conditions. Purchaser shall have the right to waive some or all of the foregoing conditions in its sole and absolute discretion; provided, however, that no such waiver shall be effective or binding on Purchaser unless it is in writing and executed by an authorized officer of Purchaser.

6.3 Conditions for the Benefit of Sellers. The obligation of Sellers to consummate the conveyance of the Properties hereunder is subject to the satisfaction of each of the following conditions precedent on or before the Closing:

6.3.1 The representations and warranties of Purchaser contained in this Agreement shall be true, complete and accurate in all material respects, on and as of the Effective Date and the Date of Closing as if the same were made on and as of such date.

6.3.2 Purchaser shall have performed all of its material obligations under this Agreement.

6.3.3 Receipt of the Approval Order.

6.3.4 Receipt by Purchaser of any and all required consents to the transfer of any Assumed Contract, permit and/or Lease to be assigned to Purchaser at Closing, unless such consents are waived

6.4 Waiver of Conditions. Sellers shall have the right to waive some or all of the foregoing conditions in its sole and absolute discretion; provided, however, that no such waiver shall be effective or binding on Sellers unless it is in writing and executed by Sellers.

6.5 Failure of a Condition. Subject to Purchaser's rights under and the terms of [Section 10.3](#), in the event any of the conditions set forth in this Section are not fulfilled or waived, then the sole and exclusive remedy of the party in whose favor the unfulfilled or unwaived condition shall run shall be to terminate this Agreement in writing on or before the Date of Closing whereupon all rights and obligations hereunder of each party shall be at an end, neither party shall have any further obligations to the other and the Purchaser shall be entitled to a refund of the Deposit. A failure by a party in whose favor the unfulfilled or unwaived condition shall run to timely terminate as provided herein shall constitute a waiver by such party of its right of termination provided for herein and the party shall thereupon proceed to Close on the Date of Closing.

7. CLOSING COSTS AND PRORATIONS.

7.1 Purchaser's Costs. Purchaser will pay the following costs of closing this transaction:

7.1.1 All premiums, fees and costs associated with the issuance of any Extended Coverage Title Policy (except endorsements obtained by Sellers to cure Title Objections and/or Survey Objections as referred to in [Section 3](#));

7.1.2 The fees and disbursements of Purchaser's counsel and any other expense(s) incurred by Purchaser or its representative(s) in inspecting or evaluating the Properties or closing this transaction;

7.1.3 Any sales taxes payable with respect to any personal property included within the Properties; and,

7.1.4 One-half (1/2) of all Escrow fees;

7.2 Sellers' Costs. Sellers will pay the following costs of closing this transaction:

7.2.1 All premiums, fees and costs associated with the issuance of a CLTA Title Policy;

7.2.2 All recording fees and any and all state and county recordation, documentary or transfer taxes;

7.2.3 All of the settlement fees and charges of the Title Company due in connection with the closing of this transaction;

7.2.4 The fees and disbursements of Sellers' counsel including, without limitation the costs associated with the Receivership including the costs associated with obtaining the Approval Order;

7.2.5 The fees of the Broker(s) referred to in [Section 5.3](#), above;

7.2.6 Any release fees and other charges required to be paid in order to release from the Properties the lien of any mortgage or other security interest which Sellers are obligated to remove pursuant to the terms of this Agreement; and,

7.2.7 One-half (1/2) of all escrow fees.

7.2.8 Any other fees customarily paid by Seller in Los Angeles County.

7.3 Prorations. All revenues and expenses, including, but not limited to rents and any other amounts paid by tenants, personal property taxes, installment payments of special assessment liens, vault

charges, sewer charges, utility charges, reimbursement of maintenance and repair expenses and normally prorated operating expenses billed or paid as of the Date of Closing shall be prorated as of the Date of Closing based upon a thirty (30) day month and shall be adjusted against the Purchase Price due at Closing, provided that within sixty (60) days after Closing, Purchaser and Sellers will make a further adjustment for such rents, taxes or charges which may have accrued or been incurred prior to the Date of Closing, but not received or paid at that date. No further adjustment shall be made of such items after the date that is sixty (60) days after Closing. The provisions of this Section of this Agreement shall survive the Closing.

7.3.1 Taxes. General real estate taxes and special assessments relating to the Properties payable during the year in which Closing occurs shall be prorated with respect to the Properties as of the Date of Closing. If Closing shall occur before the actual taxes and special assessments payable during such year are known, the apportionment of taxes shall be upon the basis of taxes for the Properties payable during the immediately preceding year. In the event that Receiver seeks a refund from the County or other local taxing authority in which the Properties are located for property taxes or other tax assessments paid prior to the Closing, Purchaser agrees to waive any and all rights Purchaser may have to such tax refund(s), and Purchaser further agrees to assign all of its rights and interests in such potential tax refund(s) to Receiver and agrees to cooperate with Receiver (at no cost to Purchaser) in pursuing such refund. If, as the result of an appeal of the assessed valuation of the Properties for any real estate tax year prior to (or including) the Closing, there is issued after Closing an administrative ruling, judicial decision or settlement by which the assessed value of the Properties for such tax year is reduced, and a real estate tax refund issued, Sellers shall be entitled to all such refunds relating to the period prior to Closing. The provisions of this Section of this Agreement shall survive the Closing.

7.3.2 In General. Any other costs or charges of closing this transaction not specifically mentioned in this Agreement shall be paid and adjusted in accordance with local custom or ordinance in the jurisdiction in which the Properties are located.

7.3.3 Purpose and Intent. Except as expressly provided herein, the purpose and intent as to the provisions of prorations and apportionments set forth in this [Section 7](#) and elsewhere in this Agreement is that Sellers shall bear all expenses of ownership and operation of the Properties and shall receive all income therefrom accruing through 11:59 p.m. of the day preceding the Closing and Purchaser shall bear all such expenses and receive all such income accruing thereafter.

8. CLOSING AND ESCROW.

8.1 Sellers' Deliveries. With the exception of Sellers' deliverables specified in [Section 8.1.3\(a\)](#) below, at Closing, Sellers shall deliver into Escrow the following original documents, each executed and, if required, acknowledged:

8.1.1 A Quitclaim Deed, in the form attached hereto as [Schedule 8.1.1](#) (the "Deed"), conveying Sellers' right, title and interest in the Properties to Purchaser, subject only to the Permitted Exceptions.

8.1.2 Originals (to the extent in Sellers' possession and control) of all of the Assumed Contracts relating to the Properties which Purchaser has elected to assume pursuant to the terms hereof or is deemed to have elected to assume; and (b) an assignment of such Assumed Contracts to Purchaser by way of a quitclaim assignment and assumption agreement, in the form attached hereto as [Schedule 8.1.2](#) (the "Assignment and Assumption Agreement"), quitclaiming to Purchaser any and all of Sellers' rights, title and interest, if any, in and to the Assumed Contracts attributable to the Properties.

8.1.3 Originals (to the extent in Sellers' possession) of (a) all warranties then in effect, if any, with respect to the Properties or to the Improvements or any repairs or renovations to such Improvements; and (b) a quitclaim assignment of all such warranties and guarantees being conveyed hereunder, quitclaiming to Purchaser Sellers' rights, title and interests in and to the warranties attributable to the Properties.

8.1.4 A transferor certificate of Non- Foreign Status.

8.1.5 An executed California Form 593-C or other evidence sufficient to establish that Purchaser is not required to withhold any portion of the Purchase Price pursuant to sections 18805 and 26131 of the California Revenue and Taxation Code.

8.1.6 A quitclaim bill of sale in the form attached hereto as [Schedule 8.1.6](#) (the “**Bill of Sale**”) quitclaiming to Purchaser all of Sellers’ right, title and interest in the Personal Property.

8.1.7 A closing settlement statement (the “**Settlement Statement**”), prepared by Title Company.

8.1.8 Such other documents or certificates as may be reasonably required by Title Company to consummate the transaction contemplated hereby, including, without limitation, a Declaration of Value with respect to the Real Property and an Owner’s Affidavit in the form required by the Title Company, reasonably acceptable to Sellers, listing the then-current tenants of the Properties and any other tenant under a new lease that is permitted in accordance with [Section 4.6](#) above.

8.2 Purchaser’s Deliveries. At the Closing, Purchaser shall (a) pay into Escrow for Sellers’ benefit the balance of the Purchase Price as required by, and in the manner described in [Section 2](#) above, and (b) execute and deliver into Escrow the following documents:

8.2.1 The Assignment and Assumption Agreement.

8.2.2 Evidence of Purchaser’s authority, and the authority of the person executing any documents at Closing on behalf of Purchaser, acceptable to Sellers and Title Company, to enter into the transactions contemplated by this Agreement.

8.2.3 The Settlement Statement.

8.2.4 The Abatement Agreement as described in [Section 3.9.1](#), above, signed by Purchaser and the City.

8.2.5 [INTENTIONALLY DELETED]

8.2.6 The Quitclaim Bill of Sale.

8.2.7 Such other documents and certificates as may be reasonably required by Title Company to consummate the transaction contemplated hereby, including, without limitation, a Declaration of Value with respect to the Real Property.

8.3 Possession. Purchaser shall be entitled to possession of the Properties at the conclusion of the Closing, subject to the rights of Tenants occupying Properties.

8.4 Escrow Closing. Purchaser and Sellers (or their respective counsel on behalf of Purchaser and Sellers) shall execute letters of escrow closing instructions (the “**Closing Instructions**”) which will provide that, on the Date of Closing: (a) Sellers and Purchaser shall each deposit with the Title Company all of the documents and instruments described in [Sections 8.1](#) and [8.2](#), above (the “**Closing Documents**”); and (b) Purchaser shall deposit with the Title Company the balance of the Purchase Price required to be paid after application of the Deposit thereto and all prorations, adjustments and credits required to be made under this Agreement and the Abatement Agreement (the “**Adjusted Purchase Price**”), all of which shall be set forth on, and mutually agreeable pursuant to, a settlement statement executed by both Purchaser and Sellers at Closing. Upon receipt of the Adjusted Purchase Price, and the satisfaction of all other conditions set forth in the Closing Instructions, the Title Company shall be authorized and directed to disburse the Adjusted Purchase Price to Sellers or its designee(s), record the Deed among the Official Records of Los Angeles County, California, and

release the remaining Closing Documents to the appropriate parties, all in strict accordance with the Closing Instructions.

9.DAMAGE, DESTRUCTION AND CONDEMNATION.

9.1 Casualty. Except as provided herein, Sellers shall have the risk of loss or damage to the Properties by fire or other casualty until the Deed is properly recorded among the appropriate public records. If at any time on or prior to the Date of Closing any portion of the Properties are destroyed or damaged as a result of fire or any other cause whatsoever, Sellers shall promptly give written notice thereof to Purchaser. If the estimated cost to repair the damage or destruction exceeds \$500,000 as reasonably estimated by Sellers, Purchaser shall have the right to terminate this Agreement by written notice to Sellers written seven (7) days following the date upon which Purchaser receives Sellers' written notice of the destruction or damage. If Purchaser does not elect to so terminate this Agreement within said seven (7) day period, or if the cost of repair is equal to or less than \$500,000, this Agreement shall remain in full force and effect and the parties shall proceed to Closing without any reduction or adjustment in the Purchase Price, but Sellers shall assign any insurance proceeds to Purchaser. Notwithstanding anything in this Agreement to the contrary, if this Agreement is canceled pursuant to this [Section 9.1](#), the Deposit shall be returned to Purchaser, less one-half of the escrow cancellation charges, and the parties shall be released from all further obligations and liabilities hereunder.

9.2 Condemnation. In the event, at any time following execution of this Agreement up and through the Date of Closing, any action or proceeding is filed, under which the Properties, or any portion thereof, may be taken pursuant to any law, ordinance or regulation or by condemnation or the right of eminent domain, Sellers shall promptly give written notice thereof (which notice shall describe the type of action being taken against the Properties, and which portions of the Properties will be affected thereby) to Purchaser. If the taking would substantially prevent the Purchaser from continuing the existing use of the Properties, then the Purchaser shall have the right to terminate this Agreement by written notice to Sellers within seven (7) days following the date upon which Purchaser receives Sellers' written notice of such action or proceeding. If Purchaser does not elect to so terminate this Agreement within said seven (7) day period, this Agreement shall remain in full force and effect and the parties shall proceed to closing without any reduction or adjustment in the Purchase Price, except that all condemnation proceeds will be assigned to Purchaser. Notwithstanding anything in this Agreement to the contrary, if this Agreement is canceled pursuant to this [Section 9.2](#), the Deposit shall be returned to Purchaser, less one-half of the escrow cancellation charges, and the parties shall be released from all further obligations and liabilities hereunder.

10. DEFAULT AND REMEDIES.

10.1 Purchaser Default. If following the expiration of the Due Diligence Period, Purchaser is or shall be in default of one or more of Purchaser's obligations under this Agreement, then Sellers may either waive such default or give notice to Purchaser (with a copy to Title Company) specifying the nature of the default. Purchaser shall have five (5) business days after receiving that notice, to cure that default. If Purchaser fails to cure that default within that period, then Sellers' sole remedy for such uncured default shall be to terminate this Agreement by giving notice of such termination to Purchaser (with a copy to Title Company) and receive the Deposit as liquidated damages, as further set forth in [Section 10.2](#), below. If Sellers does so terminate this Agreement, then Title Company shall promptly pay the Deposit to Receiver, on behalf of Sellers.

10.2 LIQUIDATED DAMAGES. SELLERS AND PURCHASER AGREE THAT PAYMENT OF THE DEPOSIT TO SELLERS UNDER THIS SECTION SHALL BE AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. IF THE PURCHASE AND SALE OF THE PROPERTIES ARE NOT CONSUMMATED IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT DUE TO CIRCUMSTANCES OR CONDITIONS WHICH CONSTITUTE AN UNCURED DEFAULT BY PURCHASER UNDER THIS AGREEMENT OR FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTIES PURSUANT TO THIS AGREEMENT, THE DEPOSIT SHALL BE DELIVERED TO RECEIVER, ON BEHALF OF SELLERS, AS FULL LIQUIDATED DAMAGES FOR SUCH UNCURED

DEFAULT. PURCHASER AND SELLERS ACKNOWLEDGE AND AGREE THAT SELLERS' ACTUAL DAMAGES IN THE EVENT OF AN UNCURED DEFAULT BY PURCHASER UNDER THIS AGREEMENT WILL BE DIFFICULT TO ASCERTAIN, AND THAT SUCH LIQUIDATED DAMAGES REPRESENT PURCHASER AND SELLERS' BEST ESTIMATE OF SUCH DAMAGES. PURCHASER AND SELLERS EXPRESSLY ACKNOWLEDGE THAT THE FOREGOING LIQUIDATED DAMAGES ARE INTENDED NOT AS A PENALTY OR FORFEITURE, BUT AS FULL LIQUIDATED DAMAGES IN THE EVENT OF PURCHASER'S UNCURED DEFAULT AND AS COMPENSATION FOR SELLERS' TAKING THE PROPERTIES OFF THE MARKET DURING THE TERM OF THIS AGREEMENT. PURCHASER AND SELLERS FURTHER AGREE THAT IN LIGHT OF THE CIRCUMSTANCES EXISTING AT THE TIME OF THE EXECUTION OF THIS AGREEMENT, THE AMOUNT OF THE FOREGOING LIQUIDATED DAMAGES REPRESENTS A REASONABLE ESTIMATE OF THE HARM LIKELY TO BE SUFFERED BY SELLERS IN THE EVENT OF AN UNCURED DEFAULT BY PURCHASER, AND THAT PROOF OF ACTUAL DAMAGES WOULD BE COSTLY OR IMPRACTICAL TO ASCERTAIN. SUCH DELIVERY OF THE DEPOSIT SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF SELLERS BY REASON OF A DEFAULT BY PURCHASER UNDER THIS AGREEMENT, AND SELLERS HEREBY WAIVES AND RELEASES ANY RIGHT TO SUE PURCHASER, AND HEREBY COVENANTS NOT TO SUE PURCHASER, FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT OR TO PROVE THAT SELLERS' ACTUAL DAMAGES EXCEED THE DEPOSIT WHICH IS HEREIN PROVIDED SELLERS AS FULL LIQUIDATED DAMAGES. THIS PROVISION LIQUIDATES DAMAGES SOLELY FOR PURCHASER'S FAILURE TO CLOSE THE PURCHASE OF THE PROPERTIES, AND IN NO WAY LIQUIDATES DAMAGES FOR ANY OTHER DEFAULTS OF PURCHASER UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, DEFAULTS BY PURCHASER UNDER SECTION 3.2 OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, SELLERS SHALL ONLY BE ENTITLED TO RETAIN ANY PORTION OF THE DEPOSIT AS LIQUIDATED DAMAGES TO THE EXTENT SELLERS HAVE ACTUAL DAMAGES AS A RESULT OF PURCHASER'S DEFAULT HEREUNDER (PROVIDED; HOWEVER, PURCHASER SHALL HAVE FIVE (5) DAYS TO CURE SUCH DEFAULT AFTER RECEIPT OF WRITTEN NOTICE FROM SELLERS). BY PLACING THEIR INITIALS BELOW, PURCHASER AND SELLERS HEREBY ACKNOWLEDGE AND SPECIFICALLY AGREE TO THE FOREGOING LIQUIDATED DAMAGES PROVISION.



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10.3 Sellers Default. In the event Sellers shall: (a) fail to sell, transfer and assign the Properties to Purchaser in violation of the terms of this Agreement, and/or (b) fail to perform any other material obligation of Sellers hereunder, then Purchaser may give written notice to Sellers (with a copy to Title Company) specifying the nature of the default. Sellers shall have five (5) business days after receiving that written notice, within which to cure that default. If Sellers fails to cure that default within that period, then Purchaser shall, as its sole and exclusive remedy at law or in equity, except as otherwise expressly provided herein, be entitled to: 1) declare this Agreement to be null and void and demand and receive the return of the Deposit whereupon, neither party shall have any further rights, duties or obligations hereunder except as otherwise provided herein; and 2) to request reimbursement from Sellers of the reasonable out-of-pocket expenses incurred by the Purchaser solely in connection with this Agreement (not including any fees, charges or expenses of any kind for any financing being procured by the Purchaser) from the Effective Date until notice of Sellers' default, not to exceed \$25,000.00, which such reimbursement shall be paid within thirty (30) days after Purchaser's delivery to Sellers of its request for reimbursement. Purchaser specifically and knowingly waives any and all right (i) to file or record any lis pendens or any other lien or encumbrance against the Properties; (ii) to specific performance or other equitable relief; or (iii) to any consequential, special or punitive damages; and (iii) to any and all other rights and remedies whether at law or in equity. Failure to convey title to Purchaser because Sellers was unable to obtain the Approval Order from the Court approving the transaction shall not constitute a default by Sellers, nor shall failure to deliver any due diligence materials which are not in the Receiver's possession.

10.4 Waiver of Default. If the Purchaser does not duly notify Sellers of the default or does not

give Sellers a notice of termination hereunder, then (i) the default shall be treated as waived by the Purchaser and (ii) at Closing, Purchaser shall accept the Properties subject to the default without any reduction in the Purchase Price and without any Claims against Sellers on account of the default.

10.5 Termination. Upon any termination of this Agreement pursuant to any right of a party to terminate set forth in this Agreement, (a) the Deposit shall be paid over to the party entitled to the same, (b) all documents deposited by Purchaser and Sellers into escrow shall be returned by the escrow agent to the party depositing the same, (c) all copies of all Property Documents provided to Purchaser by Sellers shall be returned to Sellers, and (d) if not previously delivered to Sellers, Purchaser shall deliver to Sellers all Inspection reports and any Survey, whereupon the parties will have no continuing liability to each other unless otherwise expressly stated in any provision of this Agreement.

10.6 Attorneys' Fees. Notwithstanding anything to the contrary in this Agreement, in the event that either Sellers or Purchaser, as the case may be, shall bring a lawsuit against the other party for breach of such party's obligations under this Agreement, the losing party shall pay the predominantly-prevailing party's costs and expenses incurred in connection with such litigation, including without limitation reasonable attorneys' fees. The "predominantly-prevailing party" shall be determined by the court hearing such matter.

11. NOTICES.

All notices (including, without limitation, approvals, consents and exercises of rights or options) required or permitted to be given hereunder shall be in writing and shall be served on the parties at the addresses set forth below or to such other address as the party entitled to receive such notice may, from time to time hereinafter, designate by giving written notice pursuant hereto. Any such notice shall be either (a) sent by personal delivery, in which case notice shall be deemed delivered upon receipt, (b) sent by electronic mail (e-mail), in which case notice shall be deemed delivered upon sending of such electronic mail (e-mail) notice, (c) sent by certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed delivered only upon actual delivery (or attempted delivery which is refused) or, (d) sent by overnight delivery using a nationally recognized overnight courier (e.g., FedEx), in which case notice shall be deemed delivered one business day after deposit with such courier. Notices given by counsel to the Purchaser shall be deemed given by Purchaser, notices given by counsel to the Sellers shall be deemed given by Sellers, and notices given to a party's counsel shall be deemed given to the party.

If to Sellers:
Receivership Specialists
Attn: Kevin Singer
11500 W. Olympic Blvd, Suite 530
Los Angeles, California 90064
Phone: (310) 552-9064
Email: Kevin@receivershipspecialists.com
Rick@receivershipspecialists.com
Jackson@receivershipspecialists.com

If to Purchaser:
Hope for an Affordable LA LP
Attn: Ken Craft or Leo Pustilnikov
9744 Wilshire Boulevard, Suite 300
Beverly Hills, CA 90212
Phone (818) 425-9776
Email: ken.craft@hopethemission.org_____

With a copy to:
Cohen Law Group, APC

Attn: Marc Cohen, Esq.
541 S. Spring Street, unit 1208
Los Angeles CA 90013
Phone: (213)-223-7707
Email: marc@clgapc.com

If to Escrow Agent:

or in each case to such other address as either party may from time to time designate by giving notice in writing pursuant to this [Section 11](#) to the other party. Telephone numbers and email addresses are for informational purposes only. Effective notice will be deemed given only as provided above, except as otherwise expressly provided in this Agreement.

12. MISCELLANEOUS.

12.1 Entire Agreement. This Agreement, together with the Exhibits and Schedules attached hereto, all of which are incorporated by reference, is the entire agreement between the parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by both parties.

12.2 Severability. If any provision of this Agreement or its application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

12.3 Applicable Law; Jurisdiction; Dispute Resolution. This Agreement shall be construed and enforced in accordance with the internal laws of the State of California. Purchaser understands and agrees that any controversy and/or dispute arising under or by virtue of this Agreement, shall be submitted to the Court overseeing the Receivership Action in the Superior Court of the State of California, in and for the County of Los Angeles, which is deemed by the parties to be the court of competent and exclusive jurisdiction for all proceedings of every nature relating to this Agreement and for determining all of the rights and duties of the parties hereto. All petitions, complaints, actions in intervention and/or motions and proceedings of every nature relating to this Agreement and/or among and between the parties hereto shall be filed in the Receivership Action. The Court, sitting without a jury, shall hear all such matters. No party shall have the right to file an independent action any other court or in any other County or in any other judicial district in Los Angeles County in an effort to have another court obtain personal or in rem jurisdiction over any such controversy or dispute, in any manner whatsoever. The term "parties," as used herein, refers to Purchaser herein and all other bidders and purchasers of the Properties, and the Receivership Estate in the Receivership Action. The Receiver, individually, is not a party to said Receivership Action and is not personally liable to Purchaser or any third party arising from the sale of the Properties, and is protected by quasi-judicial immunity as an agent of the Court. In the event a dispute arises over the interpretation, construction or enforcement of any provision of this Agreement, or there is any dispute or conflict regarding the performance of any term, covenant or act thereunder, the Court in the Receivership Action, in its discretion, shall determine whether an award of reasonable attorney's fees and/or costs to any party or the Receiver should be made and in what amount. AS THIS TRANSACTION IS PART OF A RECEIVERSHIP MATTER PENDING BEFORE THE COURT OVER THE RECEIVERSHIP ACTION (WHICH IS A COURT OF EQUITY), THE PARTIES HERETO IRREVOCABLY AND KNOWINGLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL

PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY).

12.4 Assignability. Purchaser may not directly or indirectly assign or transfer any of Purchaser's rights, obligations and interests under this Agreement, to any person or entity without the prior written consent or approval of Receiver, which consent or approval must be requested in writing and received by Receiver within five (5) business days prior to the Date of Closing and which consent may be given in Receiver's sole and absolute discretion; provided, however, that Receiver hereby consents to Purchaser's assignment of Purchaser's rights, obligations and interests under this Agreement, including separate properties to any affiliate of purchaser at allocations deemed appropriate by Purchaser so long as all properties close concurrently and the Managing General Partner and Administrative General Partner of the affiliates are the same as Purchaser. Purchaser shall give notice of said assignment within three(3) business days prior to the Date of Closing.

12.5 Successors Bound. This Agreement shall be binding upon and inure to the benefit of Purchaser, Receiver and Sellers and their respective successors and permitted assigns.

12.6 No Public Disclosure. Prior to Closing, all press releases or other dissemination of information to the media or responses to requests from the media for information relating to the transaction contemplated herein shall be subject to the prior written consent of Purchaser and Sellers.

12.7 Captions; Interpretation. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions. Whenever the context may require, words used in this Agreement shall include the corresponding feminine, masculine, or neuter forms, and the singular shall include the plural and vice versa. Unless the context expressly indicates otherwise, all references to "Section" are to sections of this Agreement.

12.8 No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest or permitted assigns.

12.9 Time of Essence. Time is of the essence with respect to the performance of the obligations of Sellers and Purchaser under this Agreement.

12.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement binding on the Parties, notwithstanding that the Parties shall not have signed the same counterpart. portable document format (pdf) signatures or any electronic signature complying with the California Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1 et seq.) and the U.S. federal ESIGN Act of 2000 (e.g., www.docuSign.com) transmitted by e-mail or otherwise delivered shall be sufficient to bind the parties to this Agreement.

12.11 Recordation. Purchaser and Sellers agree not to record this Agreement or any memorandum hereof.

12.12 Proper Execution. This Agreement shall have no binding force and effect on either party unless and until both Purchaser and Sellers shall have executed and delivered this Agreement.

12.13 Waiver. No waiver of any breach of any agreement or provision contained herein shall be

deemed a waiver of any preceding or succeeding breach of any other agreement or provision herein contained. No extension of time for the performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.

12.14 Business Days. If any date herein set forth for the performance of any obligations by Sellers or Purchaser or for the delivery of any instrument or notice as herein provided should fall on a Saturday, Sunday or Legal Holiday (hereinafter defined), the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or Legal Holiday. As used herein, the term “**Legal Holiday**” shall mean any local or federal holiday on which post offices are closed in the State of California.

12.15 Backup Offers. Notwithstanding execution of this Agreement and Opening of Escrow, Sellers may accept backup offers on all or any part of the Properties.

12.16 Limitation of Liability. No present or future partner, director, officer, member, shareholder, employee, advisor, affiliate, servicer or agent of or in Sellers, Purchaser or any affiliate of any of the foregoing will have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or in connection with the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter. The limitations of liability contained in this paragraph will survive the termination of this Agreement or the Closing, as applicable, and are in addition to, and not in limitation of, any limitation on liability applicable to either party provided elsewhere in this Agreement or by law or by any other contract, agreement or instrument. In no event will Sellers or Purchaser be liable for any consequential, exemplary or punitive damages under any circumstances in connection with this Agreement or the transaction contemplated hereby

13. ESCROW AGREEMENT

13.1 Deposit. Title Company agrees to deposit the Deposit in an interest bearing account, subject to the receipt from the Purchaser of a form W-9 for the purposes of investing said funds and to hold and disburse said funds, and any interest earned thereon, as hereinafter provided. Upon written notification from Sellers or Purchaser in accordance with the terms of this Agreement, Title Company shall release the funds in accordance with and pursuant to the written instructions. In the event of a dispute between any of the parties hereto sufficient in the sole discretion of Title Company to justify its doing so, Title Company shall be entitled to tender unto the registry or custody of any court of competent jurisdiction all money or property in its hands held under the terms of this Agreement, together with such legal pleading as it deems appropriate, and thereupon be discharged.

13.2 Title Company. Sellers and Purchaser covenant and agree that in performing any of its duties under this Agreement, Title Company shall not be liable for any loss, costs or damage which it may incur as a result of serving as Title Company hereunder, except for any loss, costs or damage arising out of its willful default or gross negligence. Accordingly, Title Company shall not incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of its counsel given with respect to any questions relating to its duties and responsibilities, or (ii) to any action taken or omitted to be taken in reliance upon any document, including any written notice of instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also to the truth and accuracy of any information contained therein, which Title Company shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Agreement.

13.3 Sellers as Receiver. Purchaser understands that Kevin Singer of Receivership Specialists is acting as the Court-Appointed Receiver pursuant to the Receivership Order. Purchaser hereby expressly agrees that: (a) the Receiver and his agents shall not have any personal liability or obligation under or arising out of this Agreement or the transaction contemplated hereby and Purchaser hereby releases, discharges and agrees to hold harmless the Receiver and his agents for, from, and against any liability, duty or obligation under or arising out of this Agreement and the transaction contemplated hereby; and (b) this Agreement and all of Sellers’ duties and obligations hereunder or arising therefrom shall be and are subject to the Receivership

Order, the Approval Order (including any overbid hearing) and any other order issued in connection with the Receivership Action. In the event the Receiver shall determine in his reasonable discretion that this Agreement or a part or portion thereof does not comply with or satisfy any provision or term of the Receivership Order, the Approval Order or any other order issued in connection with the Receivership, then the Receiver shall be entitled to terminate this Agreement upon written notice to Purchaser.

[SIGNATURE BLOCKS APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Purchaser and Sellers have executed this Agreement on the dates set forth below, effective as of the date first set forth above.


SELLERS:



Kevin Singer of Receivership Specialists not personally,
but solely as the Court-Appointed Receiver in Case No. 23STCP01011
of the Superior Court of the State of California for the County of
Los Angeles, on behalf of the Sellers

PURCHASER:

HOPE FOR AN AFFORDABLE LA LP

By: 
Name: Leonid Postilnikov
Title: Manager of AGP

ACCEPTANCE BY ESCROW AGENT

The undersigned Escrow Agent: (a) accepts the Escrow created by the foregoing Agreement; (b) agrees to act in accordance with the terms thereof; (c) agrees to be the person responsible for closing the transaction within the meaning of Section 6045(e)(2)(A) of the Internal Revenue Code of 1986 (the “**Code**”), and to file all necessary information reports, returns, and statements (collectively, “**Reports**”) regarding the transaction required by the Code, and promptly, upon the filing thereof, transmit copies thereof to Purchaser and Sellers; and (d) agrees to indemnify and hold harmless Sellers, Purchaser, and their respective attorneys and brokers from and against all claims, costs, liabilities, penalties, or expenses resulting from Escrow Agent’s failure to file the Reports and otherwise comply with the terms of this paragraph.

_____ TITLE

By: _____

Name: _____

Title: _____

An Authorized Agent

Escrow No.: _____

Date of Opening of Escrow*: _____

* The Date of Opening of Escrow shall be the date that the Escrow Agent receives the executed counterparts of this Agreement from Sellers and Purchaser, and Escrow Agent accepts this Escrow as evidenced by execution of the foregoing.

SCHEDULE 1.1.1

Real Property Description

SCHEDULE 3.3

Property Documents

To be delivered within 3 business days of execution of this Purchase and Sale Agreement, to the extent they are in the Receiver's possession:

1. All existing environmental report(s) and/or documentation.
2. Existing land survey in PDF and CAD (if any).
3. Architectural, Structural, MPE, and any and all relating plans of the property in PDF and CAD file (if any).
4. Existing ALTA title commitment together with legible copies of all documents which will remain of record (if any).
5. All CUP's and TCO's and C of O's (collectively "Occupancy and Use Permits")
6. Rent Roll
7. Profit and Loss statement for 2021, 2022, 2023, and YTD
8. Any existing service contracts
9. Any management agreements
10. Tax bills and other documents having an economic impact on the property.
11. Utility Bills.
12. Any and all violations affiliated to any of the properties.
13. All lease agreements.
14. Completed repairs and outstanding repairs.
15. LAHD and other government notices of deficiencies or abatement orders.
16. Capital improvements and repairs conducted for 2022, 2023, and 2024.
17. Existing or threatened litigation and habitability claims.
18. Most recent HACLA subsidy increase agreements along with communications related to future increases.
19. DHS communications regarding service reimbursement and contract negotiations.

SCHEDULE 3.7

Schedule of Contracts

SCHEDULE 5.12

Existing Leases

SCHEDULE 8.1.1

Form of Deed

EXHIBIT "A" to Quitclaim Deed
LEGAL DESCRIPTION

SCHEDULE 8.1.2

Form of Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated _____, 2024, by and between BOYD HOTEL LIMITED PARTNERSHIP, a California limited partnership, NEW CARVER APARTMENTS, L.P., a California limited partnership, RAINBOW APARTMENTS, L.P., a California limited partnership, LINCOLN SRO LIMITED PARTNERSHIP, a California limited partnership, HART LIMITED PARTNERSHIP, a California limited partnership, ST. GEORGE AFFORDABLE HOUSING LIMITED PARTNERSHIP, a California limited partnership, EDWARD HOTEL LIMITED PARTNERSHIP, a California limited partnership, ST. MARKS FIFTH STREET PARTNERS, a California limited partnership, CRESCENT FIFTH STREET PARTNERS, a California limited partnership, SANBORN HOTEL LIMITED PARTNERSHIP, a California limited partnership, DEWEY HOTEL L.P., a California limited partnership, PRODUCE APARTMENTS LIMITED PARTNERSHIP, a California limited partnership, ABBEY APARTMENTS L.P., a California limited partnership, CHARLES COBB APARTMENTS, L.P., a California limited partnership, SKID ROW SOUTHEAST 1, L.P., a California limited partnership, and SENATOR 2015 L.P., a California limited partnership (collectively, the “**Assignor**”), by and through KEVIN SINGER of RECEIVERSHIP SPECIALISTS (the “**Receiver**”), not personally, but solely in his capacity as the Court–Appointed Receiver of the Properties of the Assignor in the receivership pending in the matter of *City of Los Angeles v. Crest Apartments LP, et al.*, Case No. 23STCP01011 (the “**Receivership Action**”), and HOPE FOR AN AFFORDABLE LA LP or its assignee, having an address of _____, or its assignee (“**Assignee**”).

WHEREAS, Assignor and Assignee entered into that certain Purchase and Sale Agreement (“**Agreement**”) dated May __, 2024 for the sale and purchase of certain “Properties,” consisting of certain “Real Property” (as more particularly described in Exhibit A), “Personal Property”, and “Intangible Property” (as more particularly described in this Assignment and Assumption Agreement), as said terms are defined in the Agreement;

WHEREAS, this Assignment and Assumption Agreement is subject to and conditioned upon entry of the Approval Order, as said term is defined in the Agreement;

WHEREAS, Assignor desires to quitclaim unto Assignee all of Assignor’s right, title and interest, if any, in and to the Intangible Property as hereinafter provided; and

WHEREAS, Assignee desires to assume the duties and obligations of Assignor with respect to the Intangible Property.

NOW, THEREFORE, in accordance with the Agreement and in consideration of the sum of _____ Dollars (\$_____), the sufficiency and receipt of which are hereby acknowledged, the parties do hereby covenant and agree as follows and take the following actions:

1. Assignor does hereby quitclaim unto Assignee all of the Assignor’s right, title and interest, if any, in and to the following property to the extent the same is transferable by Assignor (collectively, “**Intangible Property**”):

(a) any and all leases, tenancies, licenses and other rights of occupancy or use of or for any portion of the Real Property or the Personal Property (including all amendments, renewals and extensions thereof), in effect as of the date of this Assignment and Assumption Agreement (collectively, “**Leases**”);

(b) any and all contracts and agreements of any kind for the management, repair or operation of the Property (other than Leases) in effect as of the date of this Assignment and Assumption Agreement (collectively, "**Contracts**");

(c) any and all licenses, permits, authorizations, certificates of occupancy and other approvals that are in effect as of the date of this Assignment and Assumption Agreement and necessary for the current use and operation of the Property (collectively, "**Permits**");

(d) any and all warranties, telephone exchange numbers, architectural or engineering plans and specifications, and development rights that exist as of the date of this Assignment and Assumption Agreement and relate to the Real Property or the Personal Property, if any, that are in the Receiver's possession or custody (collectively, "**General Intangibles**");

(e) any and all rights to the name of the improvements upon the Real Property ("**Name**"); and

(f) any and all utility deposits held on behalf of Sellers by utility companies with respect to the Property (collectively, "**Utility Deposits**").

In addition, if and to the extent required by applicable law, Assignor does hereby quitclaim unto Assignee all of Assignor's right, title, and interest in and to any and all refundable tenant deposits (and required interest thereon, if any) in Assignor's possession with respect to the Leases and Contracts as of the date of this Assignment and Assumption Agreement (collectively, the "**Tenants' Deposits**"). "Intangible Property" means the Leases, Contracts, Permits, General Intangibles, Name, Utility Deposits, and, if and to the extent quitclaimed hereunder, Tenants' Deposits.

2. THE INTANGIBLE PROPERTY IS BEING QUITCLAIMED "**AS IS**", "**WHERE IS**", **AND "WITH ALL FAULTS"** AS OF THE DATE OF THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. ASSIGNOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE INTANGIBLE PROPERTY OR ASSIGNOR'S TITLE THERETO. ASSIGNEE IS HEREBY THUS ACQUIRING THE INTANGIBLE PROPERTY BASED SOLELY UPON ASSIGNEE'S OWN INDEPENDENT INVESTIGATIONS AND INSPECTIONS OF THAT PROPERTY AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY ASSIGNOR OR ASSIGNOR'S AGENTS OR CONTRACTORS.

3. Assignee hereby accepts the foregoing assignment of the Intangible Property and hereby assumes all duties and obligations of Assignor with respect to (a) the Intangible Property for the period on and after the date of this Assignment and Assumption Agreement, and (b) any and all refundable deposits paid by tenants and contractors (and required interest on those deposits, if any) under the Leases and Contracts as of the date hereof, whether Purchaser has received those deposits or interest or a credit therefor at Closing or not. Assignee shall defend, indemnify and hold harmless Assignor and the Receiver from and against any and all "Claims" asserted against or incurred by Assignor or the Receiver in connection with (a) any acts or omissions, on or after the date of this Assignment and Assumption Agreement, with respect to the Intangible Property, and/or (b) the deposits and interest assumed by Purchaser hereunder. "**Claims**" means claims, demands, causes of action, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees, whether suit is instituted or not).

4. At no additional cost or expense to Assignor, Assignor shall execute and deliver any and all additional documents or instruments and shall do any and all acts and things reasonably requested by Assignee to effectuate the intent and purpose of this Assignment and Assumption Agreement.

5. This Assignment and Assumption Agreement shall be (a) binding upon, and inure to the benefit of, the parties to this Assignment and Assumption Agreement and their respective heirs, legal representatives, successors and assigns, and (b) construed in accordance with the laws of the State of California, without regard to the application of choice of law principles, except to the extent such laws are superseded by federal law.

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been signed and delivered by the parties as of the date first above written.

ASSIGNOR:

Kevin Singer of Receivership Specialists not personally,
but solely as the Court–Appointed Receiver in Case No. 23STCP01011
of the Superior Court of the State of California for the County of
Los Angeles

ASSIGNEE:

HOPE FOR AN AFFORDABLE LA LP

By: _____
Name:
Title:

SCHEDULE 8.1.6

Form of Quitclaim Bill of Sale

BILL OF SALE

BOYD HOTEL LIMITED PARTNERSHIP, a California limited partnership, NEW CARVER APARTMENTS, L.P., a California limited partnership, RAINBOW APARTMENTS, L.P., a California limited partnership, LINCOLN SRO LIMITED PARTNERSHIP, a California limited partnership, HART LIMITED PARTNERSHIP, a California limited partnership ST. GEORGE AFFORDABLE HOUSING LIMITED PARTNERSHIP, a California limited partnership, EDWARD HOTEL LIMITED PARTNERSHIP, a California limited partnership, ST. MARKS FIFTH STREET PARTNERS, a California limited partnership, CRESCENT FIFTH STREET PARTNERS, a California limited partnership, SANBORN HOTEL LIMITED PARTNERSHIP, a California limited partnership, DEWEY HOTEL L.P., a California limited partnership, PRODUCE APARTMENTS LIMITED PARTNERSHIP, a California limited partnership, ABBEY APARTMENTS L.P., a California limited partnership, CHARLES COBB APARTMENTS, L.P., a California limited partnership, SKID ROW SOUTHEAST 1, L.P., a California limited partnership, and SENATOR 2015 L.P., a California limited partnership (collectively, the “**Assignor**”), by and through KEVIN SINGER of RECEIVERSHIP SPECIALISTS (the “**Receiver**”), not personally, but solely in his capacity as the Court–Appointed Receiver of the Properties of the Assignor in the receivership pending in the matter of *City of Los Angeles v. Crest Apartments LP, et al.*, Case No. 23STCP01011 (the “**Receivership Action**”), in accordance with the Purchase and Sale Agreement dated May __, 2024 (the “**Agreement**”) and in consideration of the sum of _____ Dollars (\$ _____) (the sufficiency and receipt of which are hereby acknowledged), does hereby quitclaim unto HOPE FOR AN AFFORDABLE LA LP or its assignee (“**Assignee**”), all of Assignor’s right, title and interest, if any, in and to all of the furniture, furnishings, fixtures, equipment and other tangible personal property that is now affixed to and/or located at the Real Property described in **Exhibit A** and used in connection with the management, operation, or repair of that Real Property (collectively, “**Personal Property**”).

TO HAVE AND TO HOLD the Personal Property unto Assignee and Assignee’s heirs, legal representatives, successors and assigns forever.

THE PERSONAL PROPERTY IS BEING QUITCLAIMED “AS IS”, “WHERE IS”, AND “WITH ALL FAULTS” AS OF THE DATE OF THIS BILL OF SALE, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. ASSIGNOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PERSONAL PROPERTY OR ASSIGNOR’S TITLE THERETO. ASSIGNEE IS HEREBY THUS ACQUIRING THE PERSONAL PROPERTY BASED SOLELY UPON ASSIGNEE’S OWN INDEPENDENT INVESTIGATIONS AND INSPECTIONS OF THAT PROPERTY AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY ASSIGNOR, THE RECEIVER, OR ASSIGNOR’S OR THE RECEIVER’S AGENTS OR CONTRACTORS. ASSIGNOR AND RECEIVER HAVE MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE ANY OF THE PERSONAL PROPERTY.

At no additional cost or expense to Assignor, Assignor shall execute and deliver any and all additional documents or instruments and shall do any and all acts and things reasonably requested by Assignee to effectuate the intent and purpose of this Bill of Sale.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have signed and delivered this Bill of Sale as of the _____ day of _____, 2024.

ASSIGNOR:

Kevin Singer of Receivership Specialists not personally,
but solely as the Court–Appointed Receiver in Case No. 23STCP01011
of the Superior Court of the State of California for the County of
Los Angeles

ASSIGNEE:

HOPE FOR AN AFFORDABLE LA LP

By: _____
Name:
Title:

EXHIBIT 2

AMENDMENT NO. 1 TO PURCHASE AND SALE AGREEMENT

This AMENDMENT NO. 1 TO PURCHASE AND SALE AGREEMENT (this “**Amendment No. 1**”) dated as of the 23rd day of July, 2024, is attached and made a part of that certain PURCHASE AND SALE AGREEMENT with effective date June 3, 2024 (the “**Agreement**”), by and between HOPE FOR AN AFFORDABLE LA LP, a California limited partnership, or its assignee (collectively, “**Purchaser**”), on the one hand, and BOYD HOTEL LIMITED PARTNERSHIP, a California limited partnership, NEW CARVER APARTMENTS, L.P., a California limited partnership, RAINBOW APARTMENTS, L.P., a California limited partnership, LINCOLN SRO LIMITED PARTNERSHIP, a California limited partnership, HART LIMITED PARTNERSHIP, a California limited partnership ST. GEORGE AFFORDABLE HOUSING LIMITED PARTNERSHIP, a California limited partnership, EDWARD HOTEL LIMITED PARTNERSHIP, a California limited partnership, ST. MARKS FIFTH STREET PARTNERS, a California limited partnership, CRESCENT FIFTH STREET PARTNERS, a California limited partnership, SANBORN HOTEL LIMITED PARTNERSHIP, a California limited partnership, DEWEY HOTEL L.P., a California limited partnership, PRODUCE APARTMENTS LIMITED PARTNERSHIP, a California limited partnership, ABBEY APARTMENTS L.P., a California limited partnership, CHARLES COBB APARTMENTS, L.P., a California limited partnership, SKID ROW SOUTHEAST 1, L.P., a California limited partnership, and SENATOR 2015 L.P., a California limited partnership (collectively the “**Sellers**”), by and through KEVIN SINGER and RECEIVERSHIP SPECIALISTS (collectively, the “**Receiver**”), not personally, but solely in the capacity as the Court–Appointed Receiver of the Properties in the Receivership Action. All capitalized terms used herein shall have the same meaning as defined in the Agreement.

Purchaser, Sellers, and Receiver (collectively, the “**Parties**”) desire to modify and supplement the Agreement as follows:

1.HOLDBACK TO ADDRESS PRE-CLOSING LITIGATION.

The Parties are aware of certain litigation matters filed against the Properties prior to the closing of the sale contemplated by the Agreement, which litigation matters are identified in “**Exhibit A**” hereto (each a “**Lawsuit**” and collectively, the “**Lawsuits**”). For avoidance of doubt, the “**Plaintiff**” column in Exhibit A is for informational purposes only and is not intended to limit the Lawsuits (for purposes of this Amendment No. 1) to only include those plaintiffs. The Lawsuits impact the following of the Properties:

- 1) 521 San Pedro St. – Charles Cobb Apartments (APN: 5148-012-021);
- 2) 611 E. 5th St – St. Mark’s Hotel (APN: 5147-009-004);
- 3) 617 E. 5th St – Crescent Hotel (APN: 5147-009-003);
- 4) 115 E. 3rd St. - St George Hotel (APN: 5161-026-004);
- 5) 508 E. 4th St. – Hart Hotel (APN: 5147-009-017);
- 6) 224 E. Boyd St. - Boyd Hotel (APN: 5148-002-007);
- 7) 643 S. San Pedro - Rainbow Hotel (APN: 5148-025-008, 5148-025-013);
- 8) 625 San Pedro St. – Abbey Apartments (APN: 5148-025-017; 5148-025-007, 5148-025-005, and 5148-025-006);
- 9) 729 S. Main St. – Senator Hotel Apartments (APN: 5144-015-054);
- 10) 1205 E. 6th St. – Las Americas Hotel Apartments (APN: 5164-009-012);
- 11) 526 S. Main St. – Sanborn Hotel (APN: 5148-019-007);
- 12) 676 S. Central Ave – Produce Hotel (APN: 5147-035-001); and
- 13) 549-551 Ceres Ave. – Lincoln Hotel (APN: 5147-016-020, 5147-016-021) (each a “**Lawsuit Property**” and collectively, the “**Lawsuit Properties**”).

The Parties are further aware that some of the Lawsuits involve habitability claims, and that Purchaser, upon taking title to the Lawsuit Properties, could be added as a defendant in one or more of the Lawsuits by virtue of its ownership of the Lawsuit Properties.

While the Parties acknowledge that the Lawsuits have been submitted to Sellers' insurers, and that some or all are in the process of litigation and/or settlement via insurance counsel, Sellers are unable to provide indemnification to Purchaser against the Lawsuits.

Accordingly, to address the risk that Purchaser might be forced to defend itself against one or more of the Lawsuits, the Parties hereby agree as follows:

- 1) Upon Closing, the sum of One Million, Two Hundred Thousand Dollars and Zero Cents (\$1,300,000.00) (the "**Lawsuit Holdback**") shall be withheld from the Purchase Price by Purchaser (the "**Holdback**").
- 2) The Lawsuit Holdback consists of \$100,000.00 per property for each of the thirteen Lawsuit Properties.
- 3) The Lawsuit Holdback shall be deducted from the \$10,000,000.00 portion of the Purchase Price which would otherwise be released to Sellers at the Closing, and **not** from the remaining \$9,000,000.00 portion of the Purchase Price which is to be released to Purchaser at the Closing for purposes of undertaking necessary repairs and renovations, and to address estimated negative cash flow and a five (5) year stabilization period, as set forth in the Agreement.
- 4) If Purchaser is named as a defendant in any of the Lawsuits, Purchaser may draw (a "**Draw**") upon the Lawsuit Holdback to fund its expenses defending, i.e. cost of defense, such Lawsuit(s).
 - a. Purchaser shall submit a monthly report of each Draw from the Holdback to the City of Los Angeles (the "**City**") or its designee, which copy shall be sent via email to Daniel Huynh, Assistant General Manager, Housing Development, Daniel.Huynh@lacity.org, with a copy to Alia Haddad, Deputy City Attorney, Los Angeles City Attorney's Office, Alia.Haddad@lacity.org.
 - b. Purchaser agrees that the City may directly contact Purchaser to obtain statements, balances, withdrawals and ledgers regarding the Draws for any of the Lawsuit Properties, individually or in the aggregate, at any time.
- 5) Purchaser may draw no more than \$100,000 per Lawsuit Property.
 - a. That is to say, if Purchaser is named as a defendant in one of the Lawsuits, Purchaser may draw up to, but no more than, \$100,000 from the Lawsuit Holdback to pay Purchaser's expenses in defending against such Lawsuit.
 - b. If Purchaser is named as a defendant in two or more of the Lawsuits which are against the same Lawsuit Property (e.g., both *Watson et al v. Senator 2015 LP, et al* and *Binns et al v. Senator 2015 LP, et al*), Purchaser may only draw a **total** of \$100,000 to defend against all such Lawsuits against any specific Lawsuit Property. For avoidance of doubt, Purchaser may not draw more than \$100,000 from the Lawsuit Holdback to fund defense of lawsuits brought against a single Lawsuit Property.
- 6) Upon the individual disposition of the Lawsuits (whether by settlement, judgment or final appeal) against any specific Lawsuit Property, the \$100,000 attributable to that Lawsuit Property (or whatever lesser amount remains, should Purchaser incur expenses to defend against one or more Lawsuits against such Property) shall immediately be released from the Holdback Escrow to the City of Los Angeles or its assignee. Purchaser shall provide a final accounting of expenses deducted prior to distribution within 30 days of disposition of any individual Lawsuit. If a single property is named in more than one Lawsuit, such final accounting will be upon the disposition of the last of the Lawsuits relating to the property.
- 7) In any event, any remaining balance in the Holdback as of September 1, 2027 must surrendered to the City no later than September 15, 2027 regardless of whether the Lawsuit(s) are resolved.
- 8) The Parties acknowledge and agree that the City is an intended beneficiary of Amendment No. 1 and may enforce the terms of Amendment No. 1 even after discharge of the Receiver.

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2.ADDITIONAL CONDITION PRECEDENT TO CLOSING

Section 6 of the Agreement, captioned “CONDITIONS PRECEDENT TO CLOSING,” subsection 6.1, captioned “Conditions for the Benefit of Purchaser,” is hereby amended to include the following new terms :

6.1.4 HCD shall have agreed to amend its existing regulatory agreements encumbering the Properties in a manner previously requested by Purchaser and agreed to in writing by HCD on July 19, 2024.

6.1.5 Purchaser and Sellers shall work together to identify any units in the Properties for which leases are not available, and Sellers shall use reasonable efforts to obtain estoppel certificates for those units. Notwithstanding the foregoing, Purchaser acknowledges that, because obtaining estoppel certificates requires tenant participation, and because the Receiver lacks the personal knowledge to unilaterally complete estoppel certificates, it may not be possible to obtain estoppel certificates for all units that are missing leases. In the event that Sellers are unable to procure a lease or estoppel for a lawfully-occupied unit (e.g., a unit occupied by a tenant, and not by a squatter), for each such unit, Sellers shall instead obtain and provide a letter from HACLA confirming the tenant’s name, tenant rent portion, and subsidy rent portion, along with a check image for the tenant’s three (3) most recent rent payment.

6.1.6 Purchaser and Sellers shall work cooperatively to clear any items from title reasonably requested by Purchaser, but under no circumstances will such items include income restrictions or operational requirements.

6.1.7 Sellers shall arrange for New Carver to be removed from fire watch. If Sellers are unable to complete the New Carver’s removal from fire watch prior to the Closing, then Sellers shall work with Purchaser to complete the work needed to secure New Carver’s removal from fire watch following the Closing, including paying related vendor costs. Notwithstanding the foregoing, Sellers’ responsibility to secure New Carver’s removal from fire watch is limited to the fire panel issue known as of the date of execution of the Amendment No. 1 and shall not obligate Sellers to resolve any subsequently-occurring fire watch issues at the New Carver or any other of the Properties.

6.1.8 Sellers shall execute an assignment of delinquent rents to Purchaser as of the Closing along with a ledger detailing the computation of the individual delinquencies.

3.TERMINATION OF DUE DILIGENCE

Purchaser hereby agrees that the Due Diligence Period, as defined in section 3.1 of the Agreement, shall expire at 5:00 p.m., Los Angeles time, on Monday, July 22, 2024.

4.MISCELLANEOUS.

4.1 No Leasing at Olympia, Las Americas, or Edward. Effective July 19, 2024, Sellers shall not execute new leases for any units at Olympia, Las Americas, or Edward prior to the Closing.

4.2 Close of Escrow Extended. Escrow shall close no earlier than September 12, 2024, but no later than September 15, 2024, absent Sellers’ written consent.

4.3 Acknowledgement of Unit Turnovers. Sellers and Purchaser acknowledge that, as of July 22, 2024, excluding vacant units at the five properties where the Receiver has not commenced substantive construction work (St. George, St. Mark’s, Crescent, Hart, and Dewey), there are thirty-four vacant units across the remaining twelve Properties for which turnover repairs have not been completed, which vacant units are summarized as follows:

Rainbow: 1 unit (511)
Senator: 1 unit (303)

Lincoln: 3 units (103, 104, 306)
Las Americas: 5 units (126, 211, 215, 306, 323)
Olympia: 4 units (108, 302, 313, 315)
Charles Cobb: 2 units (419, 512)
Boyd: 2 units (316, 417)
Abbey: 6 units (224, 309, 327, 411, 414, 432)
Sanborn: 1 unit (305)
New Carver: 5 units (201, 305, 405, 519, 610)
Edward: 1 unit (217)
Produce: 3 units (215, 217, L205)

4.4 Court Approval Required. As with the Agreement, this Amendment No. 1 is conditioned upon the approval of the Court presiding over the Receivership Action.

4.5 Severability. If any provision of this Amendment No. 1 or its application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Amendment No. 1 or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

4.6 Applicable Law; Jurisdiction; Dispute Resolution. This Amendment No. 1 shall be construed and enforced in accordance with the internal laws of the State of California. Purchaser understands and agrees that any controversy and/or dispute arising under or by virtue of this Amendment No. 1, shall be submitted to the Court overseeing the Receivership Action in the Superior Court of the State of California, in and for the County of Los Angeles, which is deemed by the parties to be the court of competent and exclusive jurisdiction for all proceedings of every nature relating to this Amendment No. 1 and for determining all of the rights and duties of the parties hereto. All petitions, complaints, actions in intervention and/or motions and proceedings of every nature relating to this Amendment No. 1 and/or among and between the parties hereto shall be filed in the Receivership Action. The Court, sitting without a jury, shall hear all such matters. No party shall have the right to file an independent action any other court or in any other County or in any other judicial district in Los Angeles County in an effort to have another court obtain personal or in rem jurisdiction over any such controversy or dispute, in any manner whatsoever. The term "parties," as used herein, refers to Purchaser herein and all other bidders and purchasers of the Properties, and the Receivership Estate in the Receivership Action. The Receiver, individually, is not a party to said Receivership Action and is not personally liable to Purchaser or any third party arising from the sale of the Properties, and is protected by quasi-judicial immunity as an agent of the Court. In the event a dispute arises over the interpretation, construction or enforcement of any provision of this Amendment No. 1, or there is any dispute or conflict regarding the performance of any term, covenant or act thereunder, the Court in the Receivership Action, in its discretion, shall determine whether an award of reasonable attorney's fees and/or costs to any party or the Receiver should be made and in what amount. AS THIS TRANSACTION IS PART OF A RECEIVERSHIP MATTER PENDING BEFORE THE COURT OVER THE RECEIVERSHIP ACTION (WHICH IS A COURT OF EQUITY), THE PARTIES HERETO IRREVOCABLY AND KNOWINGLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AMENDMENT NO. 1 (WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY).

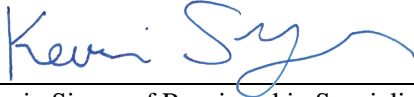
4.7 Counterparts. This Amendment No. 1 may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement binding on the Parties, notwithstanding that the Parties shall not have signed the same counterpart. portable document format (pdf) signatures or any electronic signature complying with the California Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1 et seq.) and the U.S. federal E-SIGN Act of 2000 (e.g., www.docuSign.com) transmitted by e-mail or otherwise delivered shall be sufficient to bind the parties to this Amendment No. 1.

4.8 Waiver. No waiver of any breach of any agreement or provision contained herein shall be deemed a waiver of any preceding or succeeding breach of any other agreement or provision herein contained. No extension of time for the performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.

[SIGNATURE BLOCKS APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Purchaser and Sellers have executed this Amendment No. 1 on the dates set forth below, effective as of the date first set forth above.

SELLERS:



Kevin Singer of Receivership Specialists not personally,
but solely as the Court–Appointed Receiver in Case No. 23STCP01011
of the Superior Court of the State of California for the County of
Los Angeles, on behalf of the Sellers

PURCHASER:

HOPE FOR AN AFFORDABLE LA LP

By: 
Name: *Len Rusnikow*
Title: *Manager*

EXHIBIT A

EXHIBIT 3

Litigation Guarantee

Order No. 150-2397217-05

Subject to the exclusion from coverage, the limits of Liability and other provisions of the conditions and stipulations hereto annexed and made a part of this guarantee, and subject to the further exclusion and limitations that no guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

Real Advantage Title Insurance Company
A Corporation, herein called the Company,

Guarantees

THE ASSURED NAMED IN SCHEDULE A AGAINST ACTUAL MONETARY LOSS OR DAMAGE NOT EXCEEDING THE LIABILITY AMOUNT STATED IN SCHEDULE A WHICH THE ASSURED SHALL SUSTAIN BY REASON OF ANY INCORRECTNESS IN THE ASSURANCE SET FORTH IN SCHEDULE A.

Real Advantage Title Insurance Company

This endorsement is made a part of the policy and is subject to the terms and provisions thereof and of any prior endorsements thereto, and does not require an original signature.

Litigation Guarantee

Subject to the limitations contained herein, the exclusions form coverage, the limits of liability and other provisions of the Limits of liability and other provisions of the conditions and stipulations here to annexed and made a part of this Guarantee,

Real Advantage Title Insurance Company
a Corporation, herein called the Company

GUARANTEES

This assured named in Schedule A against loss not exceeding the liability amount stated in Schedule A which the assured shall Sustain by reason of any incorrectness in the assurance which the company hereby gives that, according to the public records, as of date of guarantee shown in Schedule A:

1. The title to the herein described state or interest in vested in the vestee named in Schedule A.
2. Except for the matters shown in schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.
3.
 - a) The current interest holders claiming some right, title or interest by reason of the matters shown in part II of Schedule B are as shown therein. The vestee named in Schedule A and parties claiming to have some right, title or interest by reason of the matters shown in part II of Schedule B may be necessary to name defendant in action, the nature of which is referred to in Schedule A.
 - b) The current interest holders claiming some right, title or interest by reason of the matters shown in part I of Schedule B may also be necessary to name defendant in an action, the nature of which is referred to in Schedule A. However, no assurance is given hereby as to those current interest holders.
4. The return address for mailing after recording, if any, as shown on each and every document referred to in part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown in Schedule A are shown in Schedule C.

THE LITIGATION GUARANTEE IS FURNISHED SOLELY FOR THE PURPOSE OF FACILITATING THE FILING OF THE ACTION REFERRED TO IN SCHEDULE A. IT SHALL NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSES.

Schedule A

Guarantee No. CA-2820-1584565-150

Liability: \$25,000.00 Premium: \$420.00

1. Name of assured:

Receivership Specialists

2. Date of Guarantee: 3/6/2024

3. This Litigation guarantee is furnished solely for the purposes of facilitating the Filing of an action to:

Receivership

4. The Estate or interest in the land which is covered by this Guarantee is:

A Fee

5. Title to the Estate or interest in the land is vested in:

[Abbey Apartments, L.P., a California Limited Partnership](#)

6. The Land referred to in this Guarantee is described as follows:

Lots 1 and 21 in Block "B" of the Beck Tract, in the City of Los Angeles, County of Los Angeles, State of California as per map recorded in Book 14 Page(s) 34 of Miscellaneous Records, in the office of the County Recorder of said County.

Parcel No.: 5148-025-017

Also Known as: 625 San Pedro Street
Los Angeles CA 90014

Schedule B

Guarantee No. CA-2820-1584565-150

Defects, liens, encumbrances or other matters affecting title:

Part I

1 General and Special taxes for the fiscal year 2024-2025, including any assessments collected with taxes. A lien not yet payable.

First installment due and payable 11/01/2024, delinquent if not paid by 12/10/2024
Second installment due and payable 02/01/2025, delinquent if not paid by 04/10/2025

2 General and Special taxes for the fiscal year 2023-2024, including any assessments collected with current taxes.

Total amount	\$6,419.56
1st installment	\$3,209.78 , delinquent
Penalty	\$320.97 (after 12/11/2023)
2nd installment	\$3,209.78 , open
Penalty	\$330.97 (after 04/10/2024)
Code area	13263 - City of Los Angeles - 44
Parcel No.	5148-025-017
Exemption	\$12,798,601.00 (AO)

3 NOTE: DEFAULTED TAX shown below:

Delinquent Tax Year(s) and Installment(s): 2022/Both
Total Amount to redeem if paid by:
 March 2024, \$3,752.66
 April 2024, \$3,797.94
 May 2024, \$3,843.21

4 The Lien of future supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq of the revenue and taxation code of the State of California

5 An easement for purposes herein stated, and rights incidental thereto as set forth in an instrument
Recorded: In Book 125, Page(s) 345, of Deeds.
For: water pipes and incidental purposes
Affects: The location of said easement is set forth therein.

6 The fact that said land is within the boundaries of the Central Business District Redevelopment Project Area Redevelopment Area, as disclosed by an instrument recorded 7/22/1975, as Instrument No. 1975-3675, Official Records.

7 The fact that said land is within the boundaries of the Central Business District Redevelopment Project Area Redevelopment Area, as disclosed by an instrument recorded 7/30/1975, as Instrument No. 1975-3868, Official Records.

8 A covenant and agreement by and between the parties named therein, upon and subject to the terms and conditions therein.
Recorded: 7/6/2006, as Instrument No. [2006-1492863](#), Official records.

Reference is hereby made to the above document for full particulars.

This covenant and agreement shall run with the land and be binding upon any future owners, encumbrances, their successors, heirs or assigns and shall continue in effect until the county or the authority approves its termination.

9 A covenant and agreement wherein the owners of said land covenant and agree, among other things, that said lands shall be held as one parcel, and that no portion shall be sold separately.
Recorded: [7/06/2006 as Instrument No. 2006-1492864](#), Official Records.

10 A covenant and agreement by and between the parties named therein, upon and subject to the terms and conditions therein.
Recorded: 7/18/2006, as Instrument No. [2006-1578538](#), Official records.

Reference is hereby made to the above document for full particulars.

This covenant and agreement shall run with the land and be binding upon any future owners, encumbrances, their successors, heirs or assigns and shall continue in effect until the county or the authority approves its termination.

11 Any rights, interests, or claims which may exist or arise by reason of the following facts shown on a survey plat entitled "Job No. 2345," dated February 8, 2005, and last revised 10/12/2006 prepared by: Hennon Surveying & Mapping

- A) The fact that sheet metal crosses the subject property lines shown as Parcels 1 and 3 by 0.50 feet, 0.49 feet and 0.06 feet.
- B) The fact that power pole with overhead lines and vaults are situated on subject property shown as Parcel 2.
- C) The fact that the wrought iron fence encroaches into san Julian street as shown on the survey.

12 Covenants, conditions and restrictions in an instrument recorded [10/27/2006 as Instrument No. 2006-2387264](#), of [Official Records](#), which provide that a violation thereof shall not defeat or render invalid the lien of any mortgage or Deed of Trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

"NOTE: Section 12956.1 (b)(1) of California Government Code provide the following: if this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

13 An instrument, upon the terms and conditions contained therein
Entitled: Affidavit G5 - Notification of Technical Documents
Recorded: 3/15/2007, [as Instrument No. 2007-580798](#), Official Records

14 A covenant and agreement by and between the parties named therein, upon and subject to the terms and conditions therein.
Recorded: 7/20/2007, as Instrument No. [2007-1722787](#), Official records.

Reference is hereby made to the above document for full particulars.

This covenant and agreement shall run with the land and be binding upon any future owners, encumbrances, their successors, heirs or assigns and shall continue in effect until the county or the authority approves its termination.

Part II

1 A Deed of Trust to secure the indebtedness of
 Amount: **\$250,000.00**
 Trustor: **Stewart R. Klass and Shirley J. Klass, husband and wife, as joint tenants, as to Parcel 1 and Stewart R. Klass and Shirley J. Klass, husband and wife, as community property**
 Trustee: Beverly Hills Reconveyance Corporation, a California corporation
 Beneficiary: First Pacific Bank, a California Corporation
 Dated: 7/25/1984
 Recorded: **8/17/1984 [as Instrument No. 1984-994387](#)** of Official Records

2 A Deed of Trust to secure the indebtedness of
 Amount: **\$805,000.00**
 Trustor: **Abbey Apartments, L.P., a California limited partnership**
 Trustee: Verdugo Trustee Service Corporation, a California corporation
 Beneficiary: Citibank (West), FSB, a federal savings bank
 Dated: 7/21/2006
 Recorded: **8/2/2006 [as Instrument No. 2006-1712274](#)** of Official Records

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 7 of Schedule B, by an agreement

Recorded: 10/30/2006, [as Instrument No. 2006-2396112](#), Official Records.

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 5 of Schedule B, by an agreement

Recorded: 10/27/2006, [as Instrument No. 2006-2387268](#), Official Records.

An agreement modifying said Deed of Trust was recorded 3/19/2007, [as Instrument No. 2007-614143](#), of Official Records

Dated: 3/14/2007

Executed by: Abbey Apartments, L.P., a California limited partnership and Citibank, N.A., a national banking association

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 10 of Schedule B, by an agreement

Recorded: 8/18/2009, [as Instrument No. 2009-1269197](#), Official Records.

Request that a copy of any notice of default and a copy of any notice of sale under said Deed of Trust be mailed

To : State of California
 Department of Housing and Community Development
 Asset Management and Compliance
 At : P. O. Box 952054
 Sacramento, CA 94252-2054
 Attn: Program Manager
 MHP Contract No.: 05-SHMHP-037

Recorded : 8/18/2009 as Instrument No. [2009-1269204](#), Official Records.

An agreement modifying said Deed of Trust was recorded 10/26/2009, [as Instrument No. 2009-1615265](#), of Official Records

Dated: 3/19/2007

Executed by: Abbey Apartments, L.P., a California limited partnership and Citibank, N.A., a national banking association

3 An instrument, upon the terms and conditions contained therein
 Entitled: Regulatory Agreement and Declaration of Restrictive Covenants
 Recorded: 10/27/2006, [as Instrument No. 2006-2387259](#), Official Records

4 An instrument, upon the terms and conditions contained therein
 Entitled: Regulatory Agreement
 Recorded: 10/27/2006, [as Instrument No. 2006-2387261](#), Official Records

An instrument declaring a modification thereof was recorded 11/10/2009 as Instrument No. [2009-1690291](#), Official Records

5 A Deed of Trust to secure the indebtedness of
 Amount: **\$3,500,000.00**
 Trustor: **Abbey Apartments, L.P., a California limited partnership**
 Trustee: United Title Company, a California corporation
 Beneficiary: the City of Los Angeles, a municipal corporation
 Dated: 10/16/2006
 Recorded: **10/27/2006** [as Instrument No. 2006-2387262](#) of Official Records

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 10 of Schedule B, by an agreement

Recorded: 8/18/2009, [as Instrument No. 2009-1269195](#), Official Records.

Request that a copy of any notice of default and a copy of any notice of sale under said Deed of Trust be mailed

To : State of California
 Department of Housing and Community Development
 Asset Management and Compliance
 At : P. O. Box 952054
 Sacramento, CA 94252-2054
 Attn: Program Manager
 MHP Contract No.: 05-SHMHP-037

Recorded : 8/18/2009 as Instrument No. [2009-1269202](#), Official Records.

An agreement modifying said Deed of Trust was recorded 11/10/2009, [as Instrument No. 2009-1690292](#), of Official Records

Dated: 11/22/2022

Executed by: Abbey Apartments, L.P., a California limited partnership and City of Los Angeles, a municipal corporation

The trustee in said Deed of Trust was substituted by an instrument

Recorded: 1/6/2023 as Instrument No. [2023-9958](#), Official Records.

New trustee: Chicago Title Company

6 A financing statement recorded 10/27/2006 as Instrument No. [2006-2387263](#), of Official Records.

Dated: Not Shown

Debtor: Abbey Apartments, L.P.

Secured party: The City of Los Angeles, a Municipal Corporation and Charter City Los Angeles Housing Department

7 A Deed of Trust to secure the indebtedness of

Amount: **\$1,800,000.00**

Trustor: **Abbey Apartments, L.P., a California limited partnership**

Trustee: United Title Company of California, Inc.

Beneficiary: the Housing Authority of the County of Los Angeles, a public body corporate and politic

Dated: 10/13/2006

Recorded: **10/27/2006** [as Instrument No. 2006-2387265](#) of Official Records

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 10 of Schedule B, by an agreement

Recorded: 8/18/2009, [as Instrument No. 2009-1269196](#), Official Records.

Request that a copy of any notice of default and a copy of any notice of sale under said Deed of Trust be mailed

To : State of California
 Department of Housing and Community Development
 Asset Management and Compliance
 At : P. O. Box 952054
 Sacramento, CA 94252-2054
 Attn: Program Manager
 MHP Contract No.: 05-SHMHP-037

Recorded : 8/18/2009 as Instrument No. [2009-1269203](#), Official Records.

- 8 An instrument, upon the terms and conditions contained therein
 Entitled: Covenant and Agreement For Affordable Housing Projects
 Recorded: 2/20/2007, [as Instrument No. 2007-363830](#), Official Records
- The lien or charge of said instrument was subordinated to the lien or charge of the Deed of Trust shown in paragraph 10, of Schedule B
 Recorded: 8/18/2009 as Instrument No. [2009-1269199](#), Official Records.
- 9 An instrument, upon the terms and conditions contained therein
 Entitled: Regulatory Agreement
 Dated: 8/1/2009
 Executed by and between: Abbey Apartments L.P., a California limited partnership and the Department of Housing and Community Development, a public agency of the State of California
 Recorded: 8/18/2009, [as Instrument No. 2009-1269193](#) of Official Records
- The lien or charge of said instrument was subordinated to the lien or charge of the Deed of Trust shown in paragraph 10, of Schedule B
 Recorded: 8/18/2009 as Instrument No. [2009-1269198](#), Official Records.
- 10 A Deed of Trust to secure the indebtedness of
 Amount: **\$7,222,265.00**
 Trustor: **Abbey Apartments L.P., a California limited partnership**
 Trustee: Commonwealth Land Title Insurance Company
 Beneficiary: the Department of Housing and Community Development, a public agency of the State of California
 Dated: 8/1/2009
 Recorded: **8/18/2009** [as Instrument No. 2009-1269194](#) of Official Records
- 11 An unrecorded Lease, upon the terms, covenants and conditions therein provided, disclosed by Subordination Agreement
 Dated: 8/1/2009
 Lessor: Abbey Apartments, L.P., a California limited partnership
 Lessee: Web Service Company, LLC
 Term: as provided therein
 Recorded: 08/18/2009 as Instrument No. [2009-1269200](#), Official Records.
- The lien or charge of said instrument was subordinated to the lien or charge of the Deed of Trust shown in paragraph 10, of Schedule B
 Recorded: 8/18/2009 as Instrument No. [2009-1269200](#), Official Records.
- 12 An instrument, upon the terms and conditions contained therein
 Entitled: Regulatory Agreement
 Federal Credits
 Tax-Exempt Bond Financed Project
 Recorded: 8/23/2010, [as Instrument No. 2010-1174050](#), Official Records
- 13 An instrument, upon the terms and conditions contained therein
 Entitled: Order Granting Ex Parte Application for an Order Appointing Receiver Pursuant to California Health and Safety Code Section 17980.7 Case No. 23STCP01011
 Recorded: 4/13/2023, [as Instrument No. 2023-238024](#), Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Order Authorizing Collection of Rents and Increase to Super-Priority Receiver's Certificate Case No. 23STCP01011
 Recorded: 5/9/2023, [as Instrument No. 2023-302053](#), Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Receiver's Certificate No. 2
 Recorded: 5/19/2023, [as Instrument No. 2023-329164](#), Official Records

An instrument, upon the terms and conditions contained therein
 Entitled: Receiver's Certificate No. 3
 Recorded: 5/23/2023, [as Instrument No. 2023-336213](#), Official Records

An instrument, upon the terms and conditions contained therein
 Entitled: Order Increasing the Receiver's Certificate Case No. 23STCP01011
 Recorded: 6/1/2023, [as Instrument No. 2023-358557](#), Official Records

- 14 A claim of mechanic's lien
 Amount: \$52,262.41
 Claimant: Ferguson Facilities Supply
 Recorded: 5/15/2023, as Instrument No. [2023-315654](#), Official Records.

An instrument, upon the terms and conditions contained therein
 Entitled: Partial Discharge of Lien
 Recorded: 8/8/2023, [as Instrument No. 2023-523682](#), Official Records

An action commenced, notice of which
 Recorded: 10/16/2023 as Instrument No. [2023-704738](#), Official Records
 Court: Superior Court of California
 Case no.: 23STCV18762
 Judicial District: County of Los Angeles-Central District
 Plaintiff: Ferguson Enterprises, LLC. DBA Ferguson Facilities Supply
 Defendant: SRHT-Property Management Company, a Corporation, et al., and Does 1-20
 Purpose of action: Quiet Title

- 15 A Deed of Trust to secure the indebtedness of
 Amount: **\$10,000,000.00**
 Trustor: **Receiver Kevin Singer, of Empire Brokerage & Real Estate Service, Inc. dba Receivership Specialists acting solely in its capacity as Superior Court Receiver for the below-listed properties pursuant to Court Order in Superior Court of California, County of Los Angeles, Case No. 21 STCV03760 (City of Los Angeles, a municipal corporation v. Crest Apartments LP, et. al., LASC Case No. 23STCP01011)**
 Trustee: Orange Coast Title Company
 Beneficiary: City of Los Angeles, a municipal corporation
 Dated: 6/30/2023
 Recorded: 7/3/2023 [as Instrument No. 2023-434822](#) of Official Records

- 16 A Deed of Trust to secure the indebtedness of
 Amount: **\$2,000,000.00**
 Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists, solely in its capacity as Superior Court Receiver for the below-listed properties pursuant to Court Order dated June 29, 2023 in Superior Court of California, County of Los Angeles, (City of Los Angeles, a municipal corporation v. Crest Apartments LP, et. al, LASC Case No. 23STCP01011)**
 Trustee: Orange Coast Title Company
 Beneficiary: City of Los Angeles, a municipal corporation
 Dated: 10/19/2023
 Recorded: 11/15/2023 [as Instrument No. 2023-790145](#) of Official Records

- 17 A Deed of Trust to secure the indebtedness of
Amount: **\$10,000,000.00**
Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists, solely in its capacity as Superior Court Receiver for the below-listed properties pursuant to Court Order dated June 29, 2023 in Superior Court of California, County of Los Angeles, (City of Los Angeles, a municipal corporation v. Crest Apartments LP, et. al, LASC Case No. 23STCP01011)**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 11/3/2023
Recorded: **1/2/2024 [as Instrument No. 2024-3251](#)** of Official Records
- 18 A Deed of Trust to secure the indebtedness of
Amount: **\$4,071,269.70**
Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists, solely in its capacity as Superior Court Receiver for the below-listed properties pursuant to Court Order dated June 29, 2023 in Superior Court of California, County of Los Angeles, (City of Los Angeles, a municipal corporation v. Crest Apartments LP, et. al, LASC Case No. 23STCP01011)**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 1/11/2024
Recorded: **1/19/2024 [as Instrument No. 2024-44590](#)** of Official Records
- 19 A Deed of Trust to secure the indebtedness of
Amount: **\$10,428,730.30**
Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists, solely in its capacity as Superior Court Receiver for the below-listed properties pursuant to Court Order dated June 29, 2023 in Superior Court of California, County of Los Angeles, (City of Los Angeles, a municipal corporation v. Crest Apartments LP, et. al, LASC Case No. 23STCP01011)**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 1/24/2024
Recorded: **1/25/2024 [as Instrument No. 2024-56756](#)** of Official Records

Schedule C

Guarantee No. CA-2820-1584565-150

Paragraph Numbers: 5 Schedule A
Recording Information: 2/28/2005, as Instrument No. [2005-442565, Official Records](#)
Mailing Address: Abbey Apartments, L.P.
317 East Seventh Street
Los Angeles, CA 90021

Abbey Apartments, L.P.
625 South San Pedro Street
Los Angeles, CA 90014-2424

Abbey Apartments, L.P.
1317 East 7th Street
Los Angeles, CA 90021

Abbey Apartments, L.P.
627 South San Pedro Street
Los Angeles, CA 90021

Abbey Apartments, L.P.
631 South San Pedro Street
Los Angeles, CA 90021

Abbey Apartments, L.P.
633 South San Pedro Street
Los Angeles, CA 90021

Paragraph Numbers: 1 Schedule B Part II
Recording Information: 8/17/1984, as Instrument No. [1984-994387, Official Records](#)
Mailing Address: First Pacific Bank
469 N. Canon Drive
Beverly Hills, California 90210

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 8/2/2006, as Instrument No. [2006-1712274, Official Records](#)
Mailing Address: Citibank (West), FSB
One Sansome Street, 26th Floor
San Francisco, CA 94105

Wincopin Circle LLLP, or its successors and assigns
10227 Wincopin Circle, Suite 810
Columbia, MD 21044
Attn: General Counsel

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 10/30/2006, as Instrument No. [2006-2396112, Official Records](#)
Mailing Address: Community Development Commission
County of Los Angeles
Two Coral Circle
Monterey Park, CA 91755
Attn: Housing Development

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 10/27/2006, as Instrument No. [2006-2387268, Official Records](#)
Mailing Address: City of Los Angeles
Los Angeles Housing Department
P.O. box 532729
Los Angeles, CA 90053-2729
Attn: Portfolio Management

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 3/19/2007, as Instrument No. [2007-614143, Official Records](#)
Mailing Address: Citicorp, N.A.
787 W. 5th St., 29th Floor
Los Angeles, CA 90071

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 8/18/2009, as Instrument No. [2009-1269197, Official Records](#)
Mailing Address: State of California
Department of Housing and
Community Development
P. O. Box 952052
Sacramento, CA 94252-2052
Attn: Multifamily Housing Program
Documents Coordinator

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 8/18/2009, as Instrument No. [2009-1269204, Official Records](#)
Mailing Address: State of California
Department of Housing and
Community Development
P. O. Box 952052
Sacramento, CA 94252-2052
Attn: Multifamily Housing Program

State of California
Department of Housing and Community Development
Asset Management and Compliance
P. O. Box 952054
Sacramento, CA 94252-2054
Attn: Program Manager

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 10/26/2009, as Instrument No. [2009-1615265, Official Records](#)
Mailing Address: Citibank, N.A.
One Sansome Street, 26th Floor
San Francisco, CA 94104
Attention: Loan Administrator

Paragraph Numbers: 3 Schedule B Part II
Recording Information: 10/27/2006, as Instrument No. [2006-2387259, Official Records](#)
Mailing Address: City of Los Angeles
c/o Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102
Attention: J. Toger Swanson, ESQ.

Paragraph Numbers: 4 Schedule B Part II
Recording Information: 10/27/2006, as Instrument No. [2006-2387261, Official Records](#)
Mailing Address: City of Los Angeles
Los Angeles Housing Dept
P.O. Box 532729
Los Angeles, CA 90053-2729
Attn: Portfolio Management

Paragraph Numbers: 4 Schedule B Part II
Recording Information: 11/10/2009, as Instrument No. [2009-1690291, Official Records](#)
Mailing Address: City of Los Angeles
Los Angeles Housing Department
P.O. Box 532729
Los Angeles, CA 90053-2729
Attn: Asset Management

Paragraph Numbers: 5 Schedule B Part II
Recording Information: 10/27/2006, as Instrument No. [2006-2387262, Official Records](#)
Mailing Address: City of Los Angeles
Los Angeles Housing Department
P.O. Box 532729
Los Angeles, CA 90053-2729
Attn: Portfolio Management

City of Los Angeles Housing Department
P.O. Box #532729
Los Angeles, CA 90053-2729
Attention: Director of Major Projects Division

Wincopin Circle, L.L.L.P.
c/o Enterprise Community Investment Inc.
10227 Wincopin Circle, Suite 810
Columbia, MD 21044
Attention: General Counsel

Paragraph Numbers: 5 Schedule B Part II
Recording Information: 8/18/2009, as Instrument No. [2009-1269195, Official Records](#)
Mailing Address: State of California
Department of Housing and
Community Development
P.O. Box 952052
Sacramento, CA 94252-2052
Attn: Multifamily Housing Program
Documents Coordinator

Paragraph Numbers: 5 Schedule B Part II
Recording Information: 8/18/2009, as Instrument No. [2009-1269202, Official Records](#)
Mailing Address: State of California
Department of Housing and
Community Development
P.O. Box 952052
Sacramento, CA 94252-2052
Attn: Multifamily Housing Program
Documents Coordinator

State of California
Department of Housing and Community Development
Asset Management and Compliance
P. O. Box 952054
Sacramento, CA 94252-2054
Attn: Program Manager

Paragraph Numbers: 5 Schedule B Part II
Recording Information: 11/10/2009, as Instrument No. [2009-1690292, Official Records](#)
Mailing Address: City of Los Angeles
Los Angeles Housing Department
P.O. Box 532729
Los Angeles, CA 90053-2729
Attn: Asset Management

Paragraph Numbers: 5 Schedule B Part II
Recording Information: 1/6/2023, as Instrument No. [2023-9958, Official Records](#)
Mailing Address: Chicago Title Company
5170 Golden Foothill Parkway, Suite 130
El Dorado Hills, CA 95762

Paragraph Numbers: 6 Schedule B Part II
Recording Information: 10/27/2006, as Instrument No. [2006-2387263, Official Records](#)
Mailing Address: Los Angeles Housing Department
1200 W. 7th Street, 8th Floor
Los Angeles, CA 90017

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 10/27/2006, as Instrument No. [2006-2387265, Official Records](#)
Mailing Address: Housing Authority of the
County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755-7425
Attn: Director of Housing
Development and Preservation

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 8/18/2009, as Instrument No. [2009-1269196, Official Records](#)
Mailing Address: State of California
Department of Housing and
Community Development
P.O. Box 952052
Sacramento, CA 94252-2052
Attn: Documents Coordinator

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 8/18/2009, as Instrument No. [2009-1269203, Official Records](#)
Mailing Address: State of California
Department of Housing and
Community Development
P.O. Box 952052
Sacramento, CA 94252-2052
Attn: Multifamily Housing Program
Documents Coordinator

State of California
Department of Housing and Community Development
Asset Management and Compliance
P. O. Box 952054
Sacramento, CA 94252-2054
Attn: Program Manager

Paragraph Numbers: 8 Schedule B Part II
Recording Information: 2/20/2007, as Instrument No. [2007-363830, Official Records](#)
Mailing Address: Los Angeles Unified School District
Developer Fee Program Office
P.O. Box 512298
Los Angeles, CA 90051

Paragraph Numbers: 8 Schedule B Part II
Recording Information: 8/18/2009, as Instrument No. [2009-1269199, Official Records](#)
Mailing Address: State of California
Department of Housing and
Community Development
P.O. Box 952052
Sacramento, CA 94252-2052
Attn: Multifamily Housing Program
Documents Coordinator

Paragraph Numbers: 9 Schedule B Part II
Recording Information: 8/18/2009, as Instrument No. [2009-1269193, Official Records](#)
Mailing Address: Multifamily Housing Program
Department of Housing and
Community Development
P.O. Box 952052
Sacramento, CA 94252-2052

Department of Housing and
Community Development
Asset Management and Compliance
P.O. Box 952054
Sacramento, CA 94252-2054
Attn: Program Manager

Department of Housing and
Community Development
Asset Management and Compliance
1800 Third Street, Suite 360-5
Sacramento, CA 95811

Paragraph Numbers: 9 Schedule B Part II
Recording Information: 8/18/2009, as Instrument No. [2009-1269198, Official Records](#)
Mailing Address: Multifamily Housing Program
State of California
Department of Housing and
Community Development
P.O. Box 952052
Sacramento, CA 94252-2052
Attn: Documents Coordinator

Paragraph Numbers: 10 Schedule B Part II
Recording Information: 8/18/2009, as Instrument No. [2009-1269194, Official Records](#)
Mailing Address: Multifamily Housing Program
State of California
Department of Housing and
Community Development
P.O. Box 952052
Sacramento, CA 94252-2052
Attn: Documents Coordinator

Department of Housing and Community Development
Attention: Multifamily Housing Program
P.O. Box 952054
Sacramento, CA 94252-2054

Paragraph Numbers: 11 Schedule B Part II
Recording Information: 8/18/2009, as Instrument No. [2009-1269200, Official Records](#)
Mailing Address: State of California
Department of Housing and
Community Development
Multifamily Housing Program
P.O. Box 952052
Sacramento, CA 94252-2052
Attn: Documents Coordinator

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 8/23/2010, as Instrument No. [2010-1174050, Official Records](#)
Mailing Address: Tax Credit Allocation Committee
915 Capitol Mall, Room 485
P.O. Box 942809
Sacramento, CA 94209-0001

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 4/13/2023, as Instrument No. [2023-238024, Official Records](#)
Mailing Address: California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 5/9/2023, as Instrument No. [2023-302053, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 5/19/2023, as Instrument No. [2023-329164, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.,
a California Benefit Corporation
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 5/23/2023, as Instrument No. [2023-336213, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 6/1/2023, as Instrument No. [2023-358557, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 14 Schedule B Part II
Recording Information: 5/15/2023, as Instrument No. [2023-315654, Official Records](#)
Mailing Address: Ferguson Facilities Supply
c/o Mail Center
9450 SW Gemini Dr #7790
Beaverton, Oregon 97008-7105

Ferguson Facilities Supply
521 Butler Farm Rd
Hampton, Virginia 23666-1564

Paragraph Numbers: 14 Schedule B Part II
Recording Information: 8/8/2023, as Instrument No. [2023-523682, Official Records](#)
Mailing Address: Ferguson Enterprises, LLC dba Ferguson Facilities Supply
c/o Levelset
9450 SW Gemini DR #7790
Beaverton, Oregon 97008-7105

Ferguson Enterprises, LLC dba Ferguson Facilities Supply
5210 Butler Farm Rd
Hampton, Virginia 23666-1564

Paragraph Numbers: 14 Schedule B Part II
Recording Information: 10/16/2023, as Instrument No. [2023-704738, Official Records](#)
Mailing Address: Ferguson Enterprises, LLC. DBA Ferguson Facilities Supply
c/o Howard Goodman
18321 Ventura Blvd., Suite 755
Tarzana, California 91356-4228

Paragraph Numbers: 15 Schedule B Part II
Recording Information: 7/3/2023, as Instrument No. [2023-434822, Official Records](#)
Mailing Address: City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

Paragraph Numbers: 16 Schedule B Part II
Recording Information: 11/15/2023, as Instrument No. [2023-790145, Official Records](#)
Mailing Address: City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

Paragraph Numbers: 17 Schedule B Part II
Recording Information: 1/2/2024, as Instrument No. [2024-3251, Official Records](#)
Mailing Address: City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

Paragraph Numbers: 18 Schedule B Part II
Recording Information: 1/19/2024, as Instrument No. [2024-44590, Official Records](#)
Mailing Address: City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

Paragraph Numbers: 19 Schedule B Part II
Recording Information: 1/25/2024, as Instrument No. [2024-56756, Official Records](#)
Mailing Address: City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms - The following terms when used in the Guarantee mean:

- (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Exclusions from Coverage of this Guarantee - The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its option as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability - In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance

upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

12. Subrogation Upon Payment or Settlement - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. Arbitration - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

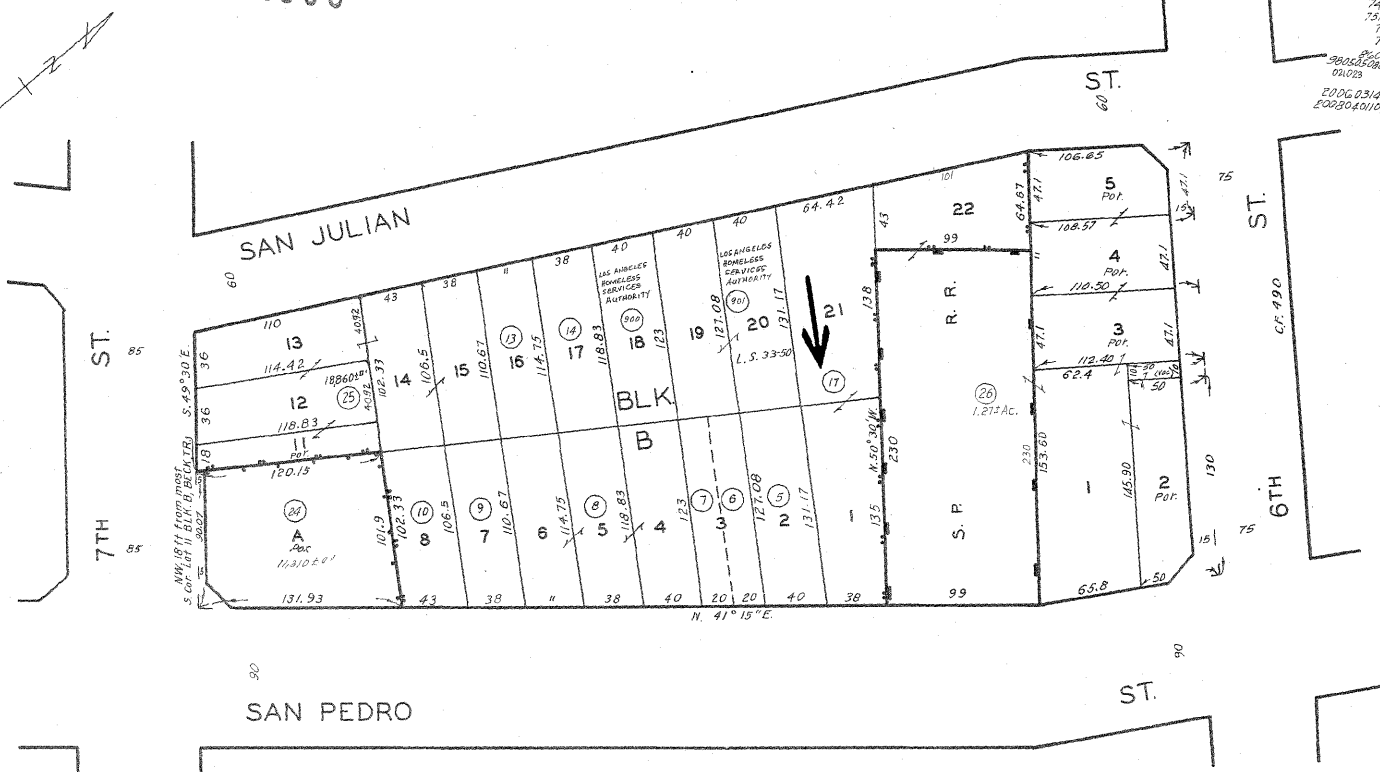
15. Notices, Where Sent - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston Texas 77252-2029.

17' 60'

150-2397217-05 Comment: Map - Book Page 5148.25 Page 1 of 1 Only

2008

66 11 10
740790212
751225
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CODE 13263

FOR PREV. ASSM'T. SEE: 21-7,12,35 & 47

BECK TRACT
M.R. 14-34
TRACT NO. 6011
M.B. 113-49

BULLIS 6TH ST. TRACT
M.R. 14-94
CITY LANDS OF LOS ANGELES
M.R. 2-504-505

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

EXHIBIT 4

NOTICE

PLEASE BE ADVISED THAT THE DATA AND INFORMATION FROM THE PUBLIC RECORDS CONTAINED HEREIN WILL NEED TO BE UPDATED PRIOR TO CLOSING AS MANY COUNTY FACILITIES ARE CLOSED OR HAVE LIMITED STAFFING AS A RESULT OF THE CORONAVIRUS PANDEMIC. IF THE INFORMATION FROM THE COUNTY IS NOT AVAILABLE THERE WILL BE ADDITIONAL REQUIREMENTS IN ORDER TO CLOSE AND INSURE THIS TRANSACTION. PLEASE CONTACT YOUR LOCAL TITLE OFFICER FOR DETAILS.

Litigation Guarantee

Order No. 150-2383595-05

Subject to the exclusion from coverage, the limits of Liability and other provisions of the conditions and stipulations hereto annexed and made a part of this guarantee, and subject to the further exclusion and limitations that no guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

Real Advantage Title Insurance Company
A Corporation, herein called the Company,

Guarantees

THE ASSURED NAMED IN SCHEDULE A AGAINST ACTUAL MONETARY LOSS OR DAMAGE NOT EXCEEDING THE LIABILITY AMOUNT STATED IN SCHEDULE A WHICH THE ASSURED SHALL SUSTAIN BY REASON OF ANY INCORRECTNESS IN THE ASSURANCE SET FORTH IN SCHEDULE A.

Real Advantage Title Insurance Company

This endorsement is made a part of the policy and is subject to the terms and provisions thereof and of any prior endorsements thereto, and does not require an original signature.

Litigation Guarantee

Subject to the limitations contained herein, the exclusions form coverage, the limits of liability and other provisions of the Limits of liability and other provisions of the conditions and stipulations here to annexed and made a part of this Guarantee,

Real Advantage Title Insurance Company
a Corporation, herein called the Company

GUARANTEES

This assured named in Schedule A against loss not exceeding the liability amount stated in Schedule A which the assured shall Sustain by reason of any incorrectness in the assurance which the company hereby gives that, according to the public records, as of date of guarantee shown in Schedule A:

1. The title to the herein described state or interest in vested in the vestee named in Schedule A.
2. Except for the matters shown in schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.
3.
 - a) The current interest holders claiming some right, title or interest by reason of the matters shown in part II of Schedule B are as shown therein. The vestee named in Schedule A and parties claiming to have some right, title or interest by reason of the matters shown in part II of Schedule B may be necessary to name defendant in action, the nature of which is referred to in Schedule A.
 - b) The current interest holders claiming some right, title or interest by reason of the matters shown in part I of Schedule B may also be necessary to name defendant in an action, the nature of which is referred to in Schedule A. However, no assurance is given hereby as to those current interest holders.
4. The return address for mailing after recording, if any, as shown on each and every document referred to in part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown in Schedule A are shown in Schedule C.

THE LITIGATION GUARANTEE IS FURNISHED SOLELY FOR THE PURPOSE OF FACILITATING THE FILING OF THE ACTION REFERRED TO IN SCHEDULE A. IT SHALL NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSES.

Schedule A

Guarantee No. CA-2820-1571498-150

Liability: \$25,000.00 Premium: \$336.00

- 1. Name of assured:
Receivership Specialists
- 2. Date of Guarantee: 02/29/2024
- 3. This Litigation guarantee is furnished solely for the purposes of facilitating the Filing of an action to:
Receivership
- 4. The Estate or interest in the land which is covered by this Guarantee is:
A Fee
- 5. Title to the Estate or interest in the land is vested in:
Boyd Hotel Limited Partnership, a California limited partnership, subject to paragraph no(s). 12 of Schedule B.
- 6. The Land referred to in this Guarantee is described as follows:
Lot A in Block 2 of the Orchard Tract, as per map recorded in Book 72, Page 48 of Miscellaneous Records, in the office of the County Recorder of said County.

Parcel No.: 5148-002-007
Also Known as: 224 East Boyd Street
Los Angeles CA 90013

Schedule B

Guarantee No. CA-2820-1571498-150

Defects, liens, encumbrances or other matters affecting title:

Part I

- 1 General and Special taxes for the fiscal year 2023-2024, including any assessments collected with current taxes.
 - Total amount **\$818.26**
 - 1st installment **\$409.13**, Delinquent
 - Penalty **\$40.91** (after 12/11/2023)
 - 2nd installment **\$409.13**, open
 - Penalty **\$50.91** (after 04/10/2024)
 - Code area 13263 - City of Los Angeles - 44
 - Parcel No. **5148-002-007**
 - Exemption \$2,606,363.00 (AO)

- 2 NOTE: DEFAULTED TAX shown below:
 - Delinquent Tax Year(s) and Installment(s): 2022/Both
 - Total Amount to redeem if paid by:
 - March 2024, \$436.45
 - April 2024, \$441.45
 - May 2024, \$446.45

- 3 The Lien of future supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq of the revenue and taxation code of the State of California

- 4 The fact that said land is within the boundaries of the Central Business District Redevelopment Area, as disclosed by an instrument recorded 7/22/1975, [as Instrument No. 1975-3675](#), Official Records.

- 5 The fact that said land is within the boundaries of the Central Business District Redevelopment Area, as disclosed by an instrument recorded 7/30/1975, [as Instrument No. 1975-3868](#), Official Records.

- 6 A covenant and agreement by and between the parties named therein, upon and subject to the terms and conditions therein. Recorded: 6/21/1991, as Instrument No. [1991-942754](#), Official records.

Reference is hereby made to the above document for full particulars.

This covenant and agreement shall run with the land and be binding upon any future owners, encumbrances, their successors, heirs or assigns and shall continue in effect until the county or the authority approves its termination.

- 7 Any rights, interests or claims which may exist or arise by reason of the following facts shown on a survey. Prepared by: A & A surveying Co. Facts: as follows:
 - 1) The existing 2 story building encroaches onto the adjacent land to the Northwest by 0.2+ foot
 - 2) An existing 6 foot high concrete block wall located along the Northwesterly property line encroaches onto the adjacent land from 8 to 18 inches.
 - 3) The Southerly end of the existing 2 story building encroaches onto the adjacent land to the South by 0.03 foot.
 - 4) Cross Lot Drainage to or from the property in question may occur.

- 8 An instrument, upon the terms and conditions contained therein
 - Entitled: Covenant and Agreement Regarding Maintenance of Building Exit Only
 - Recorded: 9/26/1996, [as Instrument No. 1996-1584984](#), Official Records

Part II

- 1 An instrument, upon the terms and conditions contained therein
 Entitled: Agreements Containing Covenants Affecting Real Property
 Recorded: 1/21/1993, [as Instrument No. 1993-124623](#), Official Records
- 2 A Deed of Trust to secure an indebtedness of
 Amount: \$1,150,000.00
 Trustor: The Skid Row Housing Trust, a California non-profit corporation
 Trustee: Stewart Title Company, a California corporation
 Beneficiary: The Community Redevelopment Agency of the City of Los Angeles, California
 Dated: 12/29/1992
 Recorded: 1/21/1993, as Instrument No. [1993-124624](#), Official Records.

PLEASE NOTE: The beneficial interest under the aforementioned Deed of Trust is held by a Redevelopment Agency.

- 3 A Laundry Room Lease for the term commencing as provided therein upon the terms, covenants and conditions therein provided
 Dated: 05/04/1995
 Lessor: Boyd Hotel Limited Partnership, a California Limited Partnership , as owner of said land and by other persons as owners of other lands in the community area , as owner of said land and by other persons as owners of other lands in the community area.
 Lessee: Dadson Washer Service, Inc.
 Recorded: 8/1/1995, as Instrument No. [1995-1254962](#) , Official Records.

The present ownership of said Lease and other matters affecting the interest of the lessee are not shown herein.

- 4 An instrument, upon the terms and conditions contained therein
 Entitled: Regulatory Agreement
 Recorded: 5/29/1997, [as Instrument No. 1997-798749](#), Official Records
- 5 A lien for unsecured property taxes in favor of the tax collector,
 County of Los Angeles
 Amount: **\$326.72**
 Taxpayer: **Skid Row Housing Trust Lessee**
 Year/account no.: 20/49105752
 Recorded: **12/14/2020** as Instrument No. [2020-1644408](#) , Official Records
- 6 A lien for unsecured property taxes in favor of the tax collector,
 County of Los Angeles
 Amount: **\$158.21**
 Taxpayer: **Skid Row Housing Trust Inc. Lessee**
 Year/account no.: 20/49914183
 Recorded: **09/14/2021** as Instrument No. [2021-1401353](#) , Official Records
- 7 A lien for unsecured property taxes in favor of the tax collector,
 County of Los Angeles
 Amount: **\$145.73**
 Taxpayer: **Skid Row Housing Trust Inc. Lessee**
 Year/account no.: 20/49914184
 Recorded: **09/14/2021** as Instrument No. [2021-1401354](#) , Official Records

- 8 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$101.62**
Taxpayer: **Skid Row Housing Trust Inc.**
Lessee
Year/account no.: 21/49112595
Recorded: **12/09/2021** as Instrument No. [2021-1829437](#) , Official Records
- 9 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$65.61**
Taxpayer: **The Skid Row Housing Trust**
Lessee
Year/account no.: 21/49118982
Recorded: **12/09/2021** as Instrument No. [2021-1830332](#) , Official Records
- 10 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$163.20**
Taxpayer: **The Skid Row Housing Trust**
Lessee
Year/account no.: 22/49118037
Recorded: **12/13/2022** as Instrument No. [2022-1160470](#) , Official Records
- 11 An Abstract of Judgment
Recorded: **3/17/2023** as Instrument No. [2023-173956](#) , Official Records.
Entered: 3/1/2023
Case no.: 22TCV05125
Court: Superior Court of California, County of Los Angeles
Judicial District: Central Division
Amount: **\$27,880.32** plus interest and costs.
In favor of: First National Bank of Omaha, a National Banking Association
Against: **Skid Row Housing Trust A Corporation**
- Attorney for judgment creditor or mailing address:
Name: The Dunning Law Firm APC
Donald T. Dunning
James MacLeod
Address: 9619 Chesapeake Dr., Ste 210
San Diego, CA 92123
- 12 An instrument, upon the terms and conditions contained therein
Entitled: Order Granting Ex Parte Application for an Order Appointing Receiver Pursuant to California Health and Safety Code Section 17980.7 Case No. 23STCP01011
Recorded: 4/13/2023, [as Instrument No. 2023-238024](#), Official Records
- An instrument, upon the terms and conditions contained therein
Entitled: Receiver's Certificate No. 1
Recorded: 4/14/2023, [as Instrument No. 2023-241009](#), Official Records
- An instrument, upon the terms and conditions contained therein
Entitled: Receiver's Certificate No. 2
Recorded: 5/19/2023, [as Instrument No. 2023-329164](#), Official Records
- An instrument, upon the terms and conditions contained therein
Entitled: Order Authorizing Collection of Rents and Increase to Super-Priority Receiver's Certificate Case No. STCP01011
Recorded: 5/9/2023, [as Instrument No. 2023-302053](#), Official Records

An instrument, upon the terms and conditions contained therein
 Entitled: Receiver's Certificate No. 3
 Recorded: 5/23/2023, [as Instrument No. 2023-336213](#), Official Records

An instrument, upon the terms and conditions contained therein
 Entitled: Order Increasing the Receiver's Certificate Case No. 23STCP01011
 Recorded: 6/1/2023, [as Instrument No. 2023-358557](#), Official Records

An instrument, upon the terms and conditions contained therein
 Entitled: Receiver's Certificate No. 4
 Recorded: 6/29/2023, [as Instrument No. 2023-427725](#), Official Records

An instrument, upon the terms and conditions contained therein
 Entitled: Order Authorizing Receiver to Borrow Additional Funds Pursuant to Receiver's Certificate Case No. 23STCP01011
 Recorded: 6/29/2023, [as Instrument No. 2023-425483](#), Official Records

Release of Receiver's Certificate No. 3, 11/16/2023, as Instrument No.(s) 793538, 793539 and 793540

Notice of Rescission of receiver's Certificate No. 4, 02/23/2024 as Instrument No. 121431

- 13 A Deed of Trust to secure the indebtedness of
 Amount: **\$500,000.00**
 Trustor: **California Receivership Group, Inc., a California Benefit Corporation, solely in Its capacity as Receiver for Properties**
 Trustee: Total Lender Solutions, Inc.
 Beneficiary: Community Improvement Capital, LLC.
 Dated: 4/11/2023
 Recorded: **4/14/2023** [as Instrument No. 2023-241010](#) of Official Records

An agreement modifying said Deed of Trust was recorded 5/19/2023, [as Instrument No. 2023-329165](#), of Official Records
 Dated: 5/18/2023
 Executed by: California Receivership Group, Inc., a California Benefit Corporation, solely in its capacity as Receiver for Properties and Community Improvement Capital, LLC.

An agreement modifying said Deed of Trust was recorded 5/23/2023, [as Instrument No. 2023-336214](#), of Official Records
 Dated: 5/20/2023
 Executed by: California Receivership Group, Inc., a California Benefit Corporation, solely in its capacity as Receiver and Community Improvement Capital, LLC.

Substitution of Trustee and Full Reconveyance Recorded 11/16/2023 as Instrument No.(s) 793535, 793536 and 793537

- 14 A claim of mechanic's lien
 Amount: \$4,394.00
 Claimant: Nexgen Air Conditioning, Heating and Plumbing LLC
 Recorded: 5/9/2023, as Instrument No. [2023-300434](#), Official Records.

- 15 A Deed of Trust to secure the indebtedness of
 Amount: **\$4,348,116.33**
 Trustor: **California Receivership Group, Inc., a California Benefit Corporation, solely in Its capacity as Receiver for Properties**
 Trustee: Total Lender Solutions, Inc.
 Beneficiary: New Hope Receivership Group, LLC.
 Dated: 6/28/2023
 Recorded: **6/29/2023** [as Instrument No. 2023-427726](#) of Official Records

Substitution of Trustee and Full Reconveyance 02/21/2024 as Instrument No. 112258

- 16 A Deed of Trust to secure the indebtedness of
Amount: **\$10,000,000.00**
Trustor: **Receiver Kevin Singer, of Empire Brokerage & Real Estate Service, Inc. dba Receivership Specialists acting solely in its capacity as Superior Court Receiver for the below-listed properties pursuant to Court Order in Superior Court of California, County of Los Angeles, Case No. 21STCV03760 (City of Los Angeles, a Municipal corporation v. Crest Apartments LP, et. al., LASC Case No. 23STCP01011)**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 6/30/2023
Recorded: **7/3/2023 [as Instrument No. 2023-434822](#)** of Official Records
- 17 A Deed of Trust to secure the indebtedness of
Amount: **\$2,000,000.00**
Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles
Dated: 11/19/2023
Recorded: **11/15/2023 [790145](#)** of Official Records
- 18 A Deed of Trust to secure the indebtedness of
Amount: **\$10,000,000.00**
Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles
Dated: 11/3/2023
Recorded: **1/2/2024 [20240003251](#)** of Official Records
- 19 A Deed of Trust to secure the indebtedness of
Amount: **\$4,071,269.70**
Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles
Dated: 1/11/2024
Recorded: **1/19/2024 [20240044590](#)** of Official Records
- 20 A Deed of Trust to secure the indebtedness of
Amount: **\$10,428,730.30**
Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles
Dated: 1/24/2024
Recorded: **1/25/2024 [20240056756](#)** of Official Records

Schedule C

Guarantee No. CA-2820-1571498-150

Paragraph Numbers: 5 Schedule A
Recording Information: 7/6/1994, as Instrument No. [1994-1273467, Official Records](#)
Mailing Address: Boyd Hotel Limited Partnership
c/o Skid Row Housing Trust
315 W. 9th St., Suite 410
Los Angeles, CA 90015

Paragraph Numbers: 1 Schedule B Part II
Recording Information: 1/21/1993, as Instrument No. [1993-124623, Official Records](#)
Mailing Address: The Community Redevelopment Agency
of the City of Los Angeles, California
354 S. Spring Street, Suite 800
Los Angeles, California 90013

The Community Redevelopment Agency
of the City of Los Angeles, California
354 South Spring Street, Suite 800
Los Angeles, CA 90013

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 1/21/1993, as Instrument No. [1993-124624, Official Records](#)
Mailing Address: The Community Redevelopment Agency
of the City of Los Angeles, California
354 S. Spring Street, Suite 800
Los Angeles, California 90013

The Community Redevelopment Agency
of the City of Los Angeles, California
354 South Spring Street, Suite 800
Los Angeles, CA 90013

Paragraph Numbers: 3 Schedule B Part II
Recording Information: 8/1/1995, as Instrument No. [1995-1254962, Official Records](#)
Mailing Address: Dadson Washer Service, Inc.
5511 Adams
Los Angeles, CA 90016

Paragraph Numbers: 4 Schedule B Part II
Recording Information: 5/29/1997, as Instrument No. [1997-798749, Official Records](#)
Mailing Address: Tax Credit Allocation Committee
915 Capitol Mall, Room 485
P.O. Box 942809
Sacramento, CA 94209-0001

Tax Credit Allocation Committee
915 Capitol Mall, Room 485
Sacramento, CA 94209-0001

Tax Credit Allocation Committee
P.O. Box 942809
Sacramento, CA 94209-0001

Paragraph Numbers: 5 Schedule B Part II
Recording Information: 12/14/2020, as Instrument No. [2020-1644408, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 6 Schedule B Part II
Recording Information: 9/14/2021, as Instrument No. [2021-1401353, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 9/14/2021, as Instrument No. [2021-1401354, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 8 Schedule B Part II
Recording Information: 12/9/2021, as Instrument No. [2021-1829437, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 9 Schedule B Part II
Recording Information: 12/9/2021, as Instrument No. [2021-1830332, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 10 Schedule B Part II
Recording Information: 12/13/2022, as Instrument No. [2022-1160470, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 11 Schedule B Part II
Recording Information: 3/17/2023, as Instrument No. [2023-173956, Official Records](#)
Mailing Address: First National Bank of Omaha
c/o The Dunning Law Firm APC
9619 Chesapeake Dr., Ste 210
San Diego, CA 92123

First National Bank of Omaha
c/o The Dunning Law Firm APC
9619 Chesapeake Drive, Suite 210
San Diego, CA 92123

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 4/13/2023, as Instrument No. [2023-238024, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 4/14/2023, as Instrument No. [2023-241009, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 5/19/2023, as Instrument No. [2023-329164, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 5/9/2023, as Instrument No. [2023-302053, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard #107
Santa Monica, CA 90405

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 5/23/2023, as Instrument No. [2023-336213, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 6/1/2023, as Instrument No. [2023-358557, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard #107
Santa Monica, CA 90405

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 6/29/2023, as Instrument No. [2023-427725, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocena Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 6/29/2023, as Instrument No. [2023-425483, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard #107
Santa Monica, CA 90405

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 4/14/2023, as Instrument No. [2023-241010, Official Records](#)
Mailing Address: Community Improvement Capital, LLC
c/o Mark S. Adams
3435 Ocean Park Blvd, Suite 107
Santa Monica, CA 90405

Community Improvement Capital, LLC
c/o Mark S. Adams
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 5/19/2023, as Instrument No. [2023-329165, Official Records](#)
Mailing Address: Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd, Suite 107
Santa Monica, CA 90405

Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 5/23/2023, as Instrument No. [2023-336214, Official Records](#)
Mailing Address: Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd, Suite 107
Santa Monica, CA 90405

Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 14 Schedule B Part II
Recording Information: 5/9/2023, as Instrument No. [2023-300434, Official Records](#)
Mailing Address: Nexgen Air Conditioning, Heating and Plumbing LLC
c/o Mail Center
9450 SW Gemini Dr #7790
Beaverton, Oregon 97008-7105

Nexgen Air Conditioning, Heating and Plumbing LLC
5472 East La Palma Avenue
Anaheim, California 92807

Nexgen air Conditioning, Heating and Plumbing LLC
c/o Mail Center
9450 Southwest Gemini Drive #7790
Beaverton, OR 97008-7105

Paragraph Numbers: 15 Schedule B Part II
Recording Information: 6/29/2023, as Instrument No. [2023-427726, Official Records](#)
Mailing Address: New Hope Receivership Group, LLC
c/o Mark S. Adams
3435 Ocean Park Blvd, Suite 107
Santa Monica, CA 90405

New Hope Receivership Group, LLC
c/o Mark S. Adams
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 16 Schedule B Part II
Recording Information: 7/3/2023, as Instrument No. [2023-434822, Official Records](#)
Mailing Address: City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 West Olympic Boulevard, Suite 530
Los Angeles, CA 90064

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms - The following terms when used in the Guarantee mean:

- (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Exclusions from Coverage of this Guarantee - The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its option as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability - In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance

upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

12. Subrogation Upon Payment or Settlement - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. Arbitration - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston Texas 77252-2029.

EXHIBIT 5

Litigation Guarantee

Order No. 150-2397218-05

Subject to the exclusion from coverage, the limits of Liability and other provisions of the conditions and stipulations hereto annexed and made a part of this guarantee, and subject to the further exclusion and limitations that no guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

Real Advantage Title Insurance Company
A Corporation, herein called the Company,

Guarantees

THE ASSURED NAMED IN SCHEDULE A AGAINST ACTUAL MONETARY LOSS OR DAMAGE NOT EXCEEDING THE LIABILITY AMOUNT STATED IN SCHEDULE A WHICH THE ASSURED SHALL SUSTAIN BY REASON OF ANY INCORRECTNESS IN THE ASSURANCE SET FORTH IN SCHEDULE A.

Real Advantage Title Insurance Company

This endorsement is made a part of the policy and is subject to the terms and provisions thereof and of any prior endorsements thereto, and does not require an original signature.

Litigation Guarantee

Subject to the limitations contained herein, the exclusions form coverage, the limits of liability and other provisions of the Limits of liability and other provisions of the conditions and stipulations here to annexed and made a part of this Guarantee,

Real Advantage Title Insurance Company
a Corporation, herein called the Company

GUARANTEES

This assured named in Schedule A against loss not exceeding the liability amount stated in Schedule A which the assured shall Sustain by reason of any incorrectness in the assurance which the company hereby gives that, according to the public records, as of date of guarantee shown in Schedule A:

1. The title to the herein described state or interest in vested in the vestee named in Schedule A.
2. Except for the matters shown in schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.
3.
 - a) The current interest holders claiming some right, title or interest by reason of the matters shown in part II of Schedule B are as shown therein. The vestee named in Schedule A and parties claiming to have some right, title or interest by reason of the matters shown in part II of Schedule B may be necessary to name defendant in action, the nature of which is referred to in Schedule A.
 - b) The current interest holders claiming some right, title or interest by reason of the matters shown in part I of Schedule B may also be necessary to name defendant in an action, the nature of which is referred to in Schedule A. However, no assurance is given hereby as to those current interest holders.
4. The return address for mailing after recording, if any, as shown on each and every document referred to in part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown in Schedule A are shown in Schedule C.

THE LITIGATION GUARANTEE IS FURNISHED SOLELY FOR THE PURPOSE OF FACILITATING THE FILING OF THE ACTION REFERRED TO IN SCHEDULE A. IT SHALL NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSES.

Schedule A

Guarantee No. CA-2820-1584566-150

Liability: \$25,000.00 Premium: \$420.00

1. Name of assured:
Receivership Specialists
2. Date of Guarantee: 3/6/2024
3. This Litigation guarantee is furnished solely for the purposes of facilitating the Filing of an action to:
Receivership
4. The Estate or interest in the land which is covered by this Guarantee is:
A Fee
5. Title to the Estate or interest in the land is vested in:
[Charles Cobb Apartments, L.P., a California limited partnership](#)
6. The Land referred to in this Guarantee is described as follows:

Lot "B" of Tract No. 2068, in the City of Los Angeles, County of Los Angeles, State of California, as per Map Recorded in Book 23, Page(s) 114 and 115 of Maps, in the Office of the County Recorder of said County.

Parcel No.: 5148-012-021
Also Known as: 521 San Pedro Street
Los Angeles CA 90013

Schedule B

Guarantee No. CA-2820-1584566-150

Defects, liens, encumbrances or other matters affecting title:

Part I

1 General and Special taxes for the fiscal year 2024-2025, including any assessments collected with taxes. A lien not yet payable.

First installment due and payable 11/01/2024, delinquent if not paid by 12/10/2024
Second installment due and payable 02/01/2025, delinquent if not paid by 04/10/2025

2 General and Special taxes for the fiscal year 2023-2024, including any assessments collected with current taxes.

Total amount	\$5,140.96
1st installment	\$2,570.48 , delinquent
Penalty	\$257.04 (after 12/11/2023)
2nd installment	\$2,570.48 , open
Penalty	\$267.04 (after 04/10/2024)
Code area	13263 - City of Los Angeles - 44
Parcel No.	5148-012-021
Exemption	\$10,858,053.00 (AO)

3 NOTE: DEFAULTED TAX shown below:

Delinquent Tax Year(s) and Installment(s): 2022/Both
Total Amount to redeem if paid by:
 March 2024, \$3,005.51
 April 2024, \$3,041.71
 May 2024, \$3,077.91

4 The Lien of future supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq of the revenue and taxation code of the State of California

5 An Oil and Gas Lease affecting this and other property executed by the owner of said land and by others as owners of other land, for the term and upon the terms, covenants and provisions therein provided

Recorded:	1/12/1968, as Instrument No. 1968-2390, Official Records.
Dated:	6/17/1966
Term:	said years from date hereof and any other term as provided for therein
Lessor:	George B. Gillson, a single man
Lessee:	Standard Oil Company of California

The present ownership of said leasehold and other matters affecting the interest of the lessee are not shown herein.

Said lease affects that portion of said land lying below a depth of 500 feet from the surface thereof without right of surface entry.

6 The fact that said land is within the boundaries of the City of Los Angeles Redevelopment Area, as disclosed by an instrument recorded 7/22/1975, as Instrument No. 1975-3675, and 7/30/1975, as Instrument No. 1975-3868, both of, Official Records.

7 Rights of parties in possession of said land by reason of unrecorded leases, if any. Please forward said leases for our examination.

- 8 A covenant and agreement pertaining to the development of said land omitting restrictions herein, if any, based on race, color, religion or national origin.
Recorded: 7/3/2007 as Instrument No. 20071590453, Official Records.
Executed by: Charles Cobb Apartments, L.P.
In Favor of: City of Los Angeles

Reference is hereby made to the above document for full particulars.

- 9 Any rights, interest, or claims which may exist or arise by reason of the following facts shown on a survey plat

Entitled: A.L.T.A./A.C.S.M. Land Title Survey
Dated: July 16, 2010 and last revised on March 14, 2011
Prepared by: Hennon Surveying & Mapping, Inc.
Project No.: 2415

A. The fact that the metal awnings on the Southeast face of the existing 5-story concrete building located on said land lies within the 7.00 feet wide street dedication required by the City of Los Angeles.

B. The fact that there is a gas meter, Fire Department connection and fire bell on or near the Southeast face of the existing 5-story concrete building located on said land.

C. The fact that there is a gas riser on the Northwesterly portion of the subject property.

- 10 A covenant and agreement pertaining to the development of said land omitting restrictions herein, if any, based on race, color, religion or national origin.
Recorded: 1/17/2008 as Instrument No. 20080100364, Official Records.
Executed by: Charles Cobb Apartments, L.P.
In Favor of: City of Los Angeles

This covenant and agreement shall run with the land and be binding upon any future owners, encumbrances, their successors, heirs or assigns and shall continue in effect until the county or the authority approves its termination.

Reference is hereby made to the above document for full particulars.

- 11 A covenant and agreement pertaining to the development of said land omitting restrictions herein, if any, based on race, color, religion or national origin.
Recorded: 2/6/2008 as Instrument No. 2080222384, Official Records.
Executed by: Michael Alvidrez
In Favor of: City of Los Angeles

This covenant and agreement shall run with the land and be binding upon any future owners, encumbrances, their successors, heirs or assigns and shall continue in effect until the county or the authority approves its termination.

Reference is hereby made to the above document for full particulars.

- 12 A covenant and agreement pertaining to the development of said land omitting restrictions herein, if any, based on race, color, religion or national origin.
Recorded: 4/16/2008 as Instrument No. 20080659457, Official Records.
Executed by: Michael Alvidrez
In Favor of: City of Los Angeles

Reference is hereby made to the above document for full particulars.

- 13 A covenant and agreement pertaining to the development of said land omitting restrictions herein, if any, based on race, color, religion or national origin.
Recorded: 4/18/2008 as Instrument No. 20080685740, Official Records.
Executed by: Michael Alvidrez
In Favor of: City of Los Angeles

Reference is hereby made to the above document for full particulars.

- 14 A covenant and agreement pertaining to the development of said land omitting restrictions herein, if any, based on race, color, religion or national origin.
Recorded: 4/18/2008 as Instrument No. 20080685741, Official Records.
Executed by: Michael Alvidrez
In Favor of: City of Los Angeles

Reference is hereby made to the above document for full particulars.

- 15 An instrument, upon the terms and conditions contained therein
Entitled: Regulatory Agreement and Declaration of Restrictive Covenants
Dated: 4/1/2008
Executed by and between: the City of Los Angeles, a charter city and municipal corporation in the State of California and The Bank of New York Trust Company, N.A., a national banking association and Charles Cobb Apartments, L.P., a California limited partnership
Recorded: 4/28/2008, [as Instrument No. 2008-737718](#) of Official Records
- 16 An irrevocable offer to dedicate real property for public street purposes, recorded 1/29/2010, as Instrument No. [2010-135913](#) of Official Records.

An instrument, upon the terms and conditions contained therein

Entitled: Resolution
Recorded: 9/14/2010, [as Instrument No. 2010-1290979](#), Official Records

Part II

- 1 A Deed of Trust to secure the indebtedness of
Amount: **\$11,700,000.00**
Trustor: **Charles Cobb Apartments, L.P., a California limited partnership**
Trustee: Verdugo Trustee Service Corporation, a California corporation
Beneficiary: The Bank of New York Trust Company, N.A. and its successors in trust and assigns
Dated: 4/1/2008
Recorded: **4/28/2008** [as Instrument No. 2008-737719](#) of Official Records

An agreement modifying said Deed of Trust was recorded 1/12/2011, [as Instrument No. 2011-68423](#), of Official Records

Dated: 10/28/2010
Executed by: Citicorp North America, Inc., a Delaware corporation and Charles Cobb Apartments, L.P., a California limited partnership

Request that a copy of any notice of default and a copy of any notice of sale under said Deed of Trust be mailed

To : State of California
Department of Housing and Community Development
Asset Management and Compliance
At : P. O. Box 952054
Sacramento, CA 94252-2054
Attn: Program Manager
MHP Contract No.: 06-MHP-251

Recorded : 4/7/2011 as Instrument No. [2011-510154](#), Official Records.

Request that a copy of any notice of default and a copy of any notice of sale under said Deed of Trust be mailed

To : California Housing Finance Agency
At : PO Box 4034
Sacramento, CA 95812-4304
Attention: Office of General Counsel

Recorded : 4/7/2011 as Instrument No. [2011-510158](#), Official Records.

- 2 A Deed of Trust to secure the indebtedness of
Amount: **\$3,772,148.00**
Trustor: **Charles Cobb Apartments, L.P., a California limited partnership**
Trustee: Land America Com., a California corporation
Beneficiary: the City of Los Angeles, a municipal corporation
Dated: 4/4/2008
Recorded: **4/28/2008 as Instrument No. 2008-737722** of Official Records

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 1 of Schedule B, by an agreement

Recorded: 4/28/2008, [as Instrument No. 2008-737728](#), Official Records.

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 12 of Schedule B, by an agreement

Recorded: 4/7/2011, [as Instrument No. 2011-510146](#), Official Records.

Request that a copy of any notice of default and a copy of any notice of sale under said Deed of Trust be mailed

To : State of California
Department of Housing and Community Development
Asset Management and Compliance
At : P. O. Box 952054
Sacramento, CA 94252-2054
Attn: Program Manager
MHP Contract No.: 06-MHP-251

Recorded : 4/7/2011 as Instrument No. [2011-510155](#), Official Records.

Request that a copy of any notice of default and a copy of any notice of sale under said Deed of Trust be mailed

To : California Housing Finance Agency
At : P. O. Box 952054
Sacramento, CA 94252-2054
Attn: Program Manager
MHP Contract No.: 06-MHP-251

Recorded : 4/7/2011 as Instrument No. [2011-510159](#), Official Records.

- 3 An instrument, upon the terms and conditions contained therein
Entitled: Regulatory Agreement
Recorded: 4/28/2008, [as Instrument No. 2008-737723](#), Official Records

The lien or charge of said instrument was subordinated to the lien or charge of the Deed of Trust shown in paragraph 12, of Schedule B

Recorded: 4/7/2011 as Instrument No. [2011-510146](#), Official Records.

- 4 A Deed of Trust to secure the indebtedness of
Amount: **\$1,000,000.00**
Trustor: **Charles Cobb Apartments, L.P., a California limited partnership**
Trustee: Community Bank
Beneficiary: Community Bank, a California banking corporation
Dated: 4/23/2008
Recorded: **4/28/2008 as Instrument No. 2008-737729** of Official Records

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 1 of Schedule B, by an agreement

Recorded: 4/28/2008, [as Instrument No. 2008-737727](#), Official Records.

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 12 of Schedule B, by an agreement

Recorded: 4/7/2011, [as Instrument No. 2011-510144](#), Official Records.

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 16 of Schedule B, by an agreement

Recorded: 4/7/2011, [as Instrument No. 2011-510152](#), Official Records.

Request that a copy of any notice of default and a copy of any notice of sale under said Deed of Trust be mailed

To : State of California
Department of Housing and Community Development
Asset Management and Compliance
At : P. O. Box 952054
Sacramento, CA 94252-2054
Attn: Program Manager
MHP Contract No.: 06-MHP-251

Recorded : 4/7/2011 as Instrument No. [2011-510156](#), Official Records.

5 A financing statement recorded 05/02/2008 as Instrument No. [2008-778747](#), of Official Records.

Dated: Not Shown

Debtor: Charles Cobb Apartments, L.P.

Secured party: The City of Los Angeles, a Municipal Corporation and Charter City Los Angeles Housing Department

A change to the above financing statement was filed

Recorded: 12/26/2012, [as Instrument No. 2012-2005210](#), of Official Records.

Nature of Change: Continuation

6 A covenant and agreement pertaining to the development of said land omitting restrictions herein, if any, based on race, color, religion or national origin.

Recorded: 9/19/2008 as Instrument No. [2008-1693757](#), Official Records.

Executed by: Charles Cobb Apartments, L.P.

In Favor of: Michael Alvidrez

This covenant and agreement shall run with the land and be binding upon any future owners, encumbrances, their successors, heirs or assigns and shall continue in effect until the county or the authority approves its termination.

Reference is hereby made to the above document for full particulars.

7 A covenant and agreement by and between the parties named therein, upon and subject to the terms and conditions therein.

Recorded: 5/27/2009, as Instrument No. [2009-778256](#), Official records.

Reference is hereby made to the above document for full particulars.

This covenant and agreement shall run with the land and be binding upon any future owners, encumbrances, their successors, heirs or assigns and shall continue in effect until the county or the authority approves its termination.

The lien or charge of said instrument was subordinated to the lien or charge of the Deed of Trust shown in paragraph 16, of Schedule B

Recorded: 4/7/2011 as Instrument No. [2011-510153](#), Official Records.

- 8 A Deed of Trust to secure the indebtedness of
Amount: **\$900,000.00**
Trustor: **Charles Cobb Apartments, L. P., a California limited partnership**
Trustee: Commonwealth Land Title Company, a California corporation
Beneficiary: The Community Redevelopment Agency of the City of Los Angeles, a public body, corporate and politic
Dated: 4/8/2009
Recorded: **5/27/2009** [as Instrument No. 2009-778257](#) of Official Records
- The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 1 of Schedule 1, by an agreement
Recorded: 5/27/2009, [as Instrument No. 2009-778259](#), Official Records.
- The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 12 of Schedule B, by an agreement
Recorded: 4/7/2011, [as Instrument No. 2011-510145](#), Official Records.
- The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 16 of Schedule B, by an agreement
Recorded: 4/7/2011, [as Instrument No. 2011-510153](#), Official Records.
- Request that a copy of any notice of default and a copy of any notice of sale under said Deed of Trust be mailed
To : State of California
Department of Housing and Community Development
Asset Management and Compliance
At : P. O. Box 952054
Sacramento, CA 94252-2054
Attn: Program Manager
MHP Contract No.: 06-MHP-251
Recorded : 4/7/2011 as Instrument No. [2011-510157](#), Official Records.
- 9 An instrument, upon the terms and conditions contained therein
Entitled: Notice of Affordability Restrictions on Transfer of Property
(California Health and Safety Code Section 33334.3)
Recorded: 5/27/2009, [as Instrument No. 2009-778258](#), Official Records
- 10 An instrument, upon the terms and conditions contained therein
Entitled: Rental Covenant Agreement Running with the Land City of Los Angeles
Agreement Number C-115516 of City of Contracts
Recorded: 6/11/2009, [as Instrument No. 2009-879481](#), Official Records
- 11 An instrument, upon the terms and conditions contained therein
Entitled: Department of Housing and Community Development
Multifamily Housing Program
(NOFA 08/10/06)
Regulatory Agreement
Loan Number 06-MHP-251
Recorded: 4/7/2011, [as Instrument No. 2011-510140](#), Official Records
- 12 A Deed of Trust to secure the indebtedness of
Amount: **\$4,252,359.00**
Trustor: **Charles Cobb Apartments, L.P., a California limited partnership**
Trustee: Commonwealth Land Title Insurance Company, a California corporation
Beneficiary: the Department of Housing and Community Development, a public agency of the State of California
Dated: 4/6/2011
Recorded: **4/7/2011** [as Instrument No. 2011-510141](#) of Official Records

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 1 of Schedule B, by an agreement

Recorded: 4/7/2011, [as Instrument No. 2011-510142](#), Official Records.

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 12 of Schedule B, by an agreement

Recorded: 4/7/2011, [as Instrument No. 2011-510143](#), Official Records.

- 13 A Laundry Room Lease for the term commencing Subordination Agreement (Laundry Lease) upon the terms, covenants and conditions therein provided

Dated: 4/6/2011

Lessor: Charles Cobb Apartments, L.P., a California limited partnership , as owner of said land and by other persons as owners of other lands in the community area.

Lessee: WASH Multifamily Laundry Systems, LLC, a California Limited liability company f/k/a Web Service Company, LLC

Recorded: 4/7/2011, as Instrument No. [2011-510147](#) , Official Records.

The present ownership of said Lease and other matters affecting the interest of the lessee are not shown herein.

The lien or charge of said instrument was subordinated to the lien or charge of the Deed of Trust shown in paragraph 12, of Schedule B

Recorded: 4/7/2011 as Instrument No. [2011-510147](#), Official Records.

- 14 An instrument, upon the terms and conditions contained therein

Entitled: Subordination Agreement and Estoppel Certificate
(Buyout Option and Right of First Refusal)

Recorded: 4/7/2011, [as Instrument No. 2011-510148](#), Official Records

The lien or charge of said instrument was subordinated to the lien or charge of the Deed of Trust shown in paragraph 12, of Schedule B

Recorded: 4/7/2011 as Instrument No. [2011-510148](#), Official Records.

- 15 An instrument, upon the terms and conditions contained therein

Entitled: California Housing Finance Agency
MHSA Regulatory Agreement
(Mental Health Services Act Housing Program)
CalHFA Development No. 09-018-M

Recorded: 4/7/2011, [as Instrument No. 2011-510149](#), Official Records

Request that a copy of any notice of default and a copy of any notice of sale under said Deed of Trust be mailed

To : State of California
Department of Housing and Community Development
Asset Management and Compliance

At : P. O. Box 952054
Sacramento, CA 94252-2054
Attn: Program Manager
MHP Contract No.: 06-MHP-251

Recorded : 4/13/2011 as Instrument No. [2011-536217](#), Official Records.

- 16 A Deed of Trust to secure the indebtedness of

Amount: **\$2,500,000.00**

Trustor: **Charles Cobb Apartments, L.P., a California limited partnership**

Trustee: Lawyers Title Insurance Company

Beneficiary: the California Housing Finance Agency, a public instrumentality and political subdivision of the State of California

Dated: 3/1/2011

Recorded: 4/7/2011 [as Instrument No. 2011-510150](#) of Official Records

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 1 of Schedule B, by an agreement

Recorded: 4/7/2011, [as Instrument No. 2011-510151](#), Official Records.

- 17 An instrument, upon the terms and conditions contained therein
 Entitled: Regulatory Agreement
 Federal Credits
 Tax-Exempt Bond Financed Project
 Recorded: 8/11/2011, [as Instrument No. 2011-1085048](#), Official Records
- 18 An instrument, upon the terms and conditions contained therein
 Entitled: Home Regulatory Agreement
 Recorded: 12/10/2014, [as Instrument No. 2014-1338810](#), Official Records
- 19 An instrument, upon the terms and conditions contained therein
 Entitled: Order Granting Ex Parte Application for an Order Appointing Receiver Pursuant to California Health and Safety Code Section 17980.7 Case No. 23STCP01011
 Recorded: 4/13/2023, [as Instrument No. 2023-238024](#), Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Order Authorizing Collection of Rents and Increase to Super-Priority Receiver's Certificate Case No. 23STCP01011
 Recorded: 5/9/2023, [as Instrument No. 2023-302053](#), Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Receiver's Certificate No. 3
 Recorded: 5/23/2023, [as Instrument No. 2023-336213](#), Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Order Increasing the Receiver's Certificate Case No. 23STCP01011
 Recorded: 6/1/2023, [as Instrument No. 2023-358557](#), Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Receiver's Certificate No. 2
 Recorded: 6/19/2023, [as Instrument No. 2023-329164](#), Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Order Authorizing Receiver to Borrow Additional Funds Pursuant to Receiver's Certificate Case No. 23STCP01011
 Recorded: 6/29/2023, [as Instrument No. 2023-425483](#), Official Records
- 20 A claim of mechanic's lien
 Amount: \$16,647.40
 Claimant: United Guard Security
 Recorded: 6/14/2023, as Instrument No. [2023-3892323](#), Official Records.
- 21 A Deed of Trust to secure the indebtedness of
 Amount: **\$10,000,000.00**
 Trustor: **Receiver Kevin Singer, of Empire Brokerage & Real Estate Service, Inc. dba Receivership Specialists acting solely in its capacity as Superior Court Receiver for the below-listed properties pursuant to Court Order in Superior Court of California, County of Los Angeles, Case No. 21STCV03760 (City of Los Angeles, a municipal corporation v. Crest Apartments LP, et. al., LASC Case No. 23STCP01011)**
 Trustee: Orange Coast Title Company
 Beneficiary: City of Los Angeles, a municipal corporation
 Dated: 6/30/2023
 Recorded: 7/3/2023 [as Instrument No. 2023-434822](#) of Official Records

- 22 A Deed of Trust to secure the indebtedness of
Amount: **\$2,000,000.00**
Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists, solely in its capacity as Superior Court Receiver for the below-listed properties pursuant to Court Order dated June 29, 2023 in Superior Court of California, County of Los Angeles, (City of Los Angeles, a municipal corporation v. Crest Apartments LP, et. al., LASC Case No. 23STCP01011)**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 10/19/2023
Recorded: **11/15/2023** [as Instrument No. 2023-790145](#) of Official Records
- 23 A Deed of Trust to secure the indebtedness of
Amount: **\$10,000,000.00**
Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists, solely in its capacity as Superior Court Receiver for the below-listed properties pursuant to Court Order dated June 29, 2023 in Superior Court of California, County of Los Angeles, (City of Los Angeles, a municipal corporation v. Crest Apartments LP, et. al., LASC Case No. 23STCP01011)**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 11/3/2023
Recorded: **1/2/2024** [as Instrument No. 2024-3251](#) of Official Records
- 24 A Deed of Trust to secure the indebtedness of
Amount: **\$4,071,269.70**
Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists, solely in its capacity as Superior Court Receiver for the below-listed properties pursuant to Court Order dated June 29, 2023 in Superior Court of California, County of Los Angeles, (City of Los Angeles, a municipal corporation v. Crest Apartments LP, et. al., LASC Case No. 23STCP01011)**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 1/11/2024
Recorded: **1/19/2024** [as Instrument No. 2024-44590](#) of Official Records
- 25 A Deed of Trust to secure the indebtedness of
Amount: **\$10,428,730.30**
Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists, solely in its capacity as Superior Court Receiver for the below-listed properties pursuant to Court Order dated June 29, 2023 in Superior Court of California, County of Los Angeles, (City of Los Angeles, a municipal corporation v. Crest Apartments LP, et. al., LASC Case No. 23STCP01011)**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 1/24/2024
Recorded: **1/25/2024** [as Instrument No. 2024-56756](#) of Official Records
- 26 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$326.72**
Taxpayer: **Skid Row Housing Trust Lessee**
Year/account no.: 20/49105752
Recorded: **12/14/2020** as Instrument No. [2020-1644408](#) , Official Records

- 27 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$65.61**
Taxpayer: **The Skid Row Housing Trust Lessee**
Year/account no.: 21/49118982
Recorded: **12/09/2021** as Instrument No. [2021-1830332](#) , Official Records
- 28 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$163.20**
Taxpayer: **The Skid Row Housing Trust Lessee**
Year/account no.: 22/49118037
Recorded: **12/13/2022** as Instrument No. [2022-1160470](#) , Official Records
- 29 An Abstract of Judgment
Recorded: **3/17/2023** as Instrument No. [2023-173956](#) , Official Records.
Entered: 3/1/2023
Case no.: 22STCV05125
Court: Superior Court of California, County of Los Angeles
Judicial District: Central Division
Amount: **\$27,880.32** plus interest and costs.
In favor of: First National Bank of Omaha, a National Banking Association
Against: **Skid Row Housing Trust, a Corporation**
- Attorney for judgment creditor or mailing address:
Name: The Dunning Law Firm APC
Donald T. Dunning
James MacLeod
Address: 9619 Chesapeake Dr., Ste 210
San Diego, CA 92123

Schedule C

Guarantee No. CA-2820-1584566-150

Paragraph Numbers: 5 Schedule A
Recording Information: 4/28/2008, as Instrument No. [2008-737717, Official Records](#)
Mailing Address: Charles Cobb Apartments, L.P.
c/o Skid Row Housing Trust
1317 E. 7th Street
Los Angeles, CA 90021

Charles Cobb Apartments, L.P.
521 South San Pedro Street
Los Angeles, CA 90013

Paragraph Numbers: 1 Schedule B Part II
Recording Information: 4/28/2008, as Instrument No. [2008-737719, Official Records](#)
Mailing Address: The Bank of New York Trust Company, N.A.
c/o Citicorp North America, Inc.
Community Development Bank
787 W. Fifth Street, 29th Floor
Los Angeles, CA 90071
Attention: Loan administrator

Citicorp North America, Inc.
c/o Citibank (West), FSB
Citibank Community Development
787 West 5th Street, 29th Floor
Los Angeles, CA 90071
Attention: Loan Administrator

Paragraph Numbers: 1 Schedule B Part II
Recording Information: 1/12/2011, as Instrument No. [2011-68423, Official Records](#)
Mailing Address: Citicorp North America, Inc.
Citibank Community Development
787 W. Fifth Street, 29th Floor
Los Angeles, California 90071
Attention: Portfolio Manager

Paragraph Numbers: 1 Schedule B Part II
Recording Information: 4/7/2011, as Instrument No. [2011-510154, Official Records](#)
Mailing Address: State of California
Department of Housing and Community Development
Multifamily Housing Program
P. O. Box 952052
Sacramento, CA 94252-2052
Attn: Documents Coordinator

State of California
Department of Housing and Community Development
Asset Management and Compliance
P. O. Box 952054
Sacramento, CA 94252-2054
Attn: Program Manager

Paragraph Numbers: 1 Schedule B Part II
Recording Information: 4/7/2011, as Instrument No. [2011-510158, Official Records](#)
Mailing Address: California Housing Finance Agency
PO Box 4034
Sacramento, CA 95812-4304

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 4/28/2008, as Instrument No. [2008-737722, Official Records](#)
Mailing Address: City of Los Angeles
Los Angeles Housing Department
P. O. Box 532729
Los Angeles, CA 90053-2729
Attn: Asset Management

City of Los Angeles
c/o Wincopin Circle LLLP
C/O Enterprise Community Investment Inc.
10227 Wincopin Circle, Suite 800
Columbia, MD 21044
Attention: General Council

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 4/28/2008, as Instrument No. [2008-737728, Official Records](#)
Mailing Address: Citicorp North America, Inc.
Citi Community Capital
787 West Fifth Street 29th Floor
Los Angeles, California 90071
Attention: Loan Administrator

The Bank of New York Trust Company, NA
700 S. Flower Street
Suite 500
Los Angeles, California 90017

Los Angeles Housing Department - Major Projects Division
P. O. Box 532729
Los Angeles, CA 90053-2729

Los Angeles Housing Department - Major Project Division
1200 W. 7th Street, 8th Floor
Los Angeles, CA 90017
Attn: Portfolio Management and Director of Housing and Development Division

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 4/7/2011, as Instrument No. [2011-510146, Official Records](#)
Mailing Address: State of California
Department of Housing and Community Development
P. O. Box 952052
Sacramento, CA 94252-2052
Attn: Multifamily Housing Program

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 4/7/2011, as Instrument No. [2011-510155, Official Records](#)
Mailing Address: State of California
Department of Housing and Community Development
Multifamily Housing Program
P. O. Box 952052
Sacramento, CA 94252-2052
Attn: Documents Coordinator

State of California
Department of Housing and Community Development
Asset Management and Compliance
P. O. Box 952054
Sacramento, CA 94252-2054
Attn: Program Manager

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 4/7/2011, as Instrument No. [2011-510159, Official Records](#)
Mailing Address: California Housing Finance Agency
PO Box 4034
Sacramento, CA 95812-4304
Attention: Office of General Counsel

Paragraph Numbers: 3 Schedule B Part II
Recording Information: 4/28/2008, as Instrument No. [2008-737723, Official Records](#)
Mailing Address: City of Los Angeles
Los Angeles Housing Department
P. O. Box 532729
Los Angeles, CA 90053-2729
Attn: Asset Management

City of Los Angeles
c/o Wincopin Circle LLLP
Enterprise Community Investment Inc.
10227 Wincopin Circle, Suite 800
Columbia, MD 21044
Attention: General Council

Paragraph Numbers: 3 Schedule B Part II
Recording Information: 4/7/2011, as Instrument No. [2011-510146, Official Records](#)
Mailing Address: State of California
Department of Housing and Community Development
P. O. Box 952052
Sacramento, CA 94252-2052
Attn: Multifamily Housing Program

Paragraph Numbers: 4 Schedule B Part II
Recording Information: 4/28/2008, as Instrument No. [2008-737729, Official Records](#)
Mailing Address: Community Bank
790 E. Colorado Boulevard
Pasadena, California 91101

Paragraph Numbers: 4 Schedule B Part II
Recording Information: 4/28/2008, as Instrument No. [2008-737727, Official Records](#)
Mailing Address: Citicorp North America, Inc.
c/o DLA Piper US LLP
550 S. Hope Street, Suite 2300
Los Angeles, California 90071
Attention: Mark L. Nelson, Esq.

Paragraph Numbers: 4 Schedule B Part II
Recording Information: 4/7/2011, as Instrument No. [2011-510144, Official Records](#)
Mailing Address: State of California
Department of Housing and Community Development
P. O. Box 952052
Sacramento, CA 94252-2052
Attn: Multifamily Housing Program Documents Coordinator

Paragraph Numbers: 4 Schedule B Part II
Recording Information: 4/7/2011, as Instrument No. [2011-510152, Official Records](#)
Mailing Address: California Housing Finance Agency
Office of the General Counsel
P. O. Box 4034
Sacramento, CA 95812-4034

Paragraph Numbers: 4 Schedule B Part II
Recording Information: 4/7/2011, as Instrument No. [2011-510156, Official Records](#)
Mailing Address: State of California
Department of Housing and Community Development
Multifamily Housing Program
P. O. Box 952052
Sacramento, CA 94252-2052
Attn: Documents Coordinator

State of California
Department of Housing and Community Development
Asset Management and Compliance
P. O. Box 952054
Sacramento, CA 94252-2054
Attn: Program Manager

Paragraph Numbers: 5 Schedule B Part II
Recording Information: 5/2/2008, as Instrument No. [2008-778747, Official Records](#)
Mailing Address: City of Los Angeles
Los Angeles Housing Department
P. O. Box 532729
Los Angeles, CA 90053-2729
Attn: Asset Management

Los Angeles Housing Department
1200 W. 7th Street, 8th Floor
Los Angeles, CA 90017

Paragraph Numbers: 5 Schedule B Part II
Recording Information: 12/26/2012, as Instrument No. [2012-2005210, Official Records](#)
Mailing Address: C. T. Lien Solutions
P. O. Box 29071
Glendale, CA 91209-9071

Paragraph Numbers: 6 Schedule B Part II
Recording Information: 9/19/2008, as Instrument No. [2008-1693757, Official Records](#)
Mailing Address: Los Angeles Unified School District
Developer Fee Program Office
P. O. Box 512298
Los Angeles, CA 90051

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 5/27/2009, as Instrument No. [2009-778256, Official Records](#)
Mailing Address: The Community Redevelopment Agency
of the City of Los Angeles, California
354 South Spring Street
Los Angeles, CA 90013
Attn: Asset Mgt.

Community Redevelopment Agency of the City of Los Angeles
354 S. Spring Street, Suite 800
Los Angeles, CA 90013
Attention: Asset Management

Enterprise Community Investment, Inc.
10227 Wincopin Circle, Suite 800
Columbia, Maryland 21044
Attn: General Counsel

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 4/7/2011, as Instrument No. [2011-510153, Official Records](#)
Mailing Address: California Housing Finance Agency
Office of General Counsel
P. O. Box 4034
Sacramento, CA 95812-4034

Paragraph Numbers: 8 Schedule B Part II
Recording Information: 5/27/2009, as Instrument No. [2009-778257, Official Records](#)
Mailing Address: The Community Redevelopment Agency
Of the City of Los Angeles, CA
354 S. Spring Street, Suite 800
Los Angeles, CA 90013
Attn: Asset Mgt. Dept.

Paragraph Numbers: 8 Schedule B Part II
Recording Information: 5/27/2009, as Instrument No. [2009-778259, Official Records](#)
Mailing Address: Citicorp North America, Inc.
c/o DLA Piper US LLP
550 South Hope Street
23rd Floor
Los Angeles, California 90071
Attention: Mark L. Nelson, Esquire

Citicorp North America, Inc.
787 West Fifth Street
29th Floor
Los Angeles, California 90071
Attention: City Community Capital

Paragraph Numbers: 8 Schedule B Part II
Recording Information: 4/7/2011, as Instrument No. [2011-510145, Official Records](#)
Mailing Address: Multifamily Housing Program Department of Housing and Community Development
P. O. Box 952052
Sacramento, CA 94252-2052
Attn: Documents Coordinator

Paragraph Numbers: 8 Schedule B Part II
Recording Information: 4/7/2011, as Instrument No. [2011-510153, Official Records](#)
Mailing Address: California Housing Finance Agency
Office of General Counsel
P. O. Box 4034
Sacramento, CA 95812-4034

Paragraph Numbers: 8 Schedule B Part II
Recording Information: 4/7/2011, as Instrument No. [2011-510157, Official Records](#)
Mailing Address: Multifamily Housing Program Department of Housing and Community Development
P. O. Box 952052
Sacramento, CA 94252-2052
Attn: Documents Coordinator

State of California
Department of Housing and Community Development
Asset Management and Compliance
P. O. Box 952054
Sacramento, CA 94252-2054
Attn: Program Manager

Paragraph Numbers: 9 Schedule B Part II
Recording Information: 5/27/2009, as Instrument No. [2009-778258, Official Records](#)
Mailing Address: The Community Redevelopment Agency of the City of Los Angeles
354 S. Spring Street, Suite 800
Los Angeles, CA 90013
Attention: Asset Management

Paragraph Numbers: 10 Schedule B Part II
Recording Information: 6/11/2009, as Instrument No. [2009-879481, Official Records](#)
Mailing Address: Los Angeles Housing Department
Housing Services Section
P. O. Box 532729
Los Angeles, CA 90053-2729
Attn: Manager

Los Angeles Housing Department
1200 W. 7th Street, Ninth Floor
Los Angeles, CA 90017
Attention: Manager
Occupancy Monitoring Section

Paragraph Numbers: 11 Schedule B Part II
Recording Information: 4/7/2011, as Instrument No. [2011-510140, Official Records](#)
Mailing Address: Multifamily Housing Program Department of Housing and Community Development
P. O. Box 952052
Sacramento, CA 94252-2052

Department of Housing and Community Development
Asset Management and Compliance
PO Box 952054
Sacramento, CA 94252-2054
Attn: Program Manager

Department of Housing and Community Development
Asset Management and Compliance
1800 Third Street, Suite 360-5
Sacramento, CA 95811

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 4/7/2011, as Instrument No. [2011-510141, Official Records](#)
Mailing Address: Multifamily Housing Program State of California
Department of Housing and Community Development
P. O. Box 952052
Sacramento, CA 94252-2052
Attn: Documents Coordinator

Department of Housing and Community Development
Attention: Multifamily Housing Program
P. O. Box 952054
Sacramento, CA 94252-2054

Department of Housing and Community Development
Attention: Multifamily Housing Program
1800 Third Street
Sacramento, CA 95811

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 4/7/2011, as Instrument No. [2011-510142, Official Records](#)
Mailing Address: The Bank of New York Mellon Trust Company, NA
c/o DLA Piper US LLP
550 South Hope Street
Suite 2300
Los Angeles, California 90071
Attention: Mark L. Nelson, Esq.

Citicorp North America, Inc.
c/o DLA Piper US LLP
550 South Hope Street
Suite 2300
Los Angeles, California 90071
Attention: Mark L. Nelson, Esq.

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 4/7/2011, as Instrument No. [2011-510143, Official Records](#)
Mailing Address: Multifamily Housing Program
State of California
Department of Housing and Community Development
P. O. Box 952052
Sacramento, CA 94252-2052

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 4/7/2011, as Instrument No. [2011-510147, Official Records](#)
Mailing Address: Wash Multifamily Laundry Systems, LLC F/K/A Web Service Company, LLC
c/o State of California
Department of Housing and Community Development
Multifamily Housing Program
P. O. Box 952052
Sacramento, CA 94252-2052

Paragraph Numbers: 14 Schedule B Part II
Recording Information: 4/7/2011, as Instrument No. [2011-510148, Official Records](#)
Mailing Address: State of California
Department of Housing and Community Development
P. O. box 952052
Sacramento, CA 94252-2052
Attn: Multifamily Housing Program Documents Coordinator

Paragraph Numbers: 15 Schedule B Part II
Recording Information: 4/7/2011, as Instrument No. [2011-510149, Official Records](#)
Mailing Address: California Housing Finance Agency
Office of the General Counsel
P. O. Box 4034
Sacramento, CA 95814

California Department of Mental Health
1600 Ninth Street, Room 151
Sacramento, California 95814

Office of General Counsel - MS 1440
California Housing Finance Agency
500 Capitol Mall, Suite 1400
Sacramento, California 95814

Los Angeles County Department of Mental Health
505 S. Vermont Avenue
Los Angeles, California 90020

Paragraph Numbers: 16 Schedule B Part II
Recording Information: 4/7/2011, as Instrument No. [2011-510150, Official Records](#)
Mailing Address: California Housing Finance Agency
Office of the General Counsel
P. O. box 4034
Sacramento, California 95812

California Housing Finance Agency
500 Capitol Mall, Suite 1400
Sacramento, California 95814

Paragraph Numbers: 16 Schedule B Part II
Recording Information: 4/7/2011, as Instrument No. [2011-510151, Official Records](#)
Mailing Address: Citicorp North America, Inc.
C/O DLA Piper LLP (US)
550 S. Hope Street
Suite 2300
Los Angeles, California 90071
Attn: Mark Nelson, Esq.

The Bank of New York Mellon Trust Company, NA
c/o DLA Piper LLP (US)
550 S. Hope Street
Suite 2300
Los Angeles, California 90071
Attn: Mark Nelson, Esq.

California Housing Finance Agency
1415 L Street, Suite 500
Sacramento, California 95814
Attention: Office of General Counsel

Citicorp North America, Inc.
Citibank Community Development
787 West 5th Street, 29th Floor
Los Angeles, CA 90071
Attention: Loan Administrator

Paragraph Numbers: 17 Schedule B Part II
Recording Information: 8/11/2011, as Instrument No. [2011-1085048, Official Records](#)
Mailing Address: Tax Credit Allocation Committee
915 Capitol Mall, Room 485
P.O. Box 942809
Sacramento, CA 94209-0001

Paragraph Numbers: 18 Schedule B Part II
Recording Information: 12/10/2014, as Instrument No. [2014-1338810, Official Records](#)
Mailing Address: City of Los Angeles
City of Los Angeles Housing and Community Investment Department
P. O. Box 532729
Los Angeles, CA 90053-2729
Attn: Asset Management

Paragraph Numbers: 19 Schedule B Part II
Recording Information: 4/13/2023, as Instrument No. [2023-238024, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

Paragraph Numbers: 19 Schedule B Part II
Recording Information: 5/9/2023, as Instrument No. [2023-302053, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

Paragraph Numbers: 19 Schedule B Part II
Recording Information: 5/23/2023, as Instrument No. [2023-336213, Official Records](#)
Mailing Address: City of Los Angeles
c/o Mark S. Adams, Esq.
California Receivership Group, Inc.,
a California Benefit Corporation
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 19 Schedule B Part II
Recording Information: 6/1/2023, as Instrument No. [2023-358557, Official Records](#)
Mailing Address: City of Los Angeles
c/o Mark S. Adams, SBN
California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 19 Schedule B Part II
Recording Information: 6/19/2023, as Instrument No. [2023-329164, Official Records](#)
Mailing Address: City of Los Angeles
c/o Mark S. Adams, Esq.
California Receivership Group, Inc.
a California Benefit Corporation
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 19 Schedule B Part II
Recording Information: 6/29/2023, as Instrument No. [2023-425483, Official Records](#)
Mailing Address: City of Los Angeles
c/o Mark S. Adams, SBN.
California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 20 Schedule B Part II
Recording Information: 6/14/2023, as Instrument No. [2023-3892323, Official Records](#)
Mailing Address: United Guard Security
Ismael Zita, CEO
879 W 190th St., Ste 280
Gardena, California 90248

Paragraph Numbers: 21 Schedule B Part II
Recording Information: 7/3/2023, as Instrument No. [2023-434822, Official Records](#)
Mailing Address: City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

Paragraph Numbers: 22 Schedule B Part II
Recording Information: 11/15/2023, as Instrument No. [2023-790145, Official Records](#)
Mailing Address: City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

Paragraph Numbers: 23 Schedule B Part II
Recording Information: 1/2/2024, as Instrument No. [2024-3251, Official Records](#)
Mailing Address: City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

Paragraph Numbers: 24 Schedule B Part II
Recording Information: 1/19/2024, as Instrument No. [2024-44590, Official Records](#)
Mailing Address: City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

Paragraph Numbers: 25 Schedule B Part II
Recording Information: 1/25/2024, as Instrument No. [2024-56756, Official Records](#)
Mailing Address: City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

Paragraph Numbers: 26 Schedule B Part II
Recording Information: 12/14/2020, as Instrument No. [2020-1644408, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 27 Schedule B Part II
Recording Information: 12/9/2021, as Instrument No. [2021-1830332, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 28 Schedule B Part II
Recording Information: 12/13/2022, as Instrument No. [2022-1160470, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 29 Schedule B Part II
Recording Information: 3/17/2023, as Instrument No. [2023-173956, Official Records](#)
Mailing Address: First National Bank of Omaha
c/o The Dunning Law Firm APC
9619 Chesapeake Dr., Ste 210
San Diego, CA 92123

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms - The following terms when used in the Guarantee mean:

- (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Exclusions from Coverage of this Guarantee - The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its option as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability - In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance

upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

12. Subrogation Upon Payment or Settlement - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. Arbitration - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston Texas 77252-2029.

2016



MAPPING AND GIS SERVICES SCALE 1" = 60'

Assessor: Los Angeles, CA Assessor Map - Book, Page 5148.12 Page 1 of 1 Only



THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

EXHIBIT 6

Litigation Guarantee

Order No. 150-2383606-05

Subject to the exclusion from coverage, the limits of Liability and other provisions of the conditions and stipulations hereto annexed and made a part of this guarantee, and subject to the further exclusion and limitations that no guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

Real Advantage Title Insurance Company
A Corporation, herein called the Company,

Guarantees

THE ASSURED NAMED IN SCHEDULE A AGAINST ACTUAL MONETARY LOSS OR DAMAGE NOT EXCEEDING THE LIABILITY AMOUNT STATED IN SCHEDULE A WHICH THE ASSURED SHALL SUSTAIN BY REASON OF ANY INCORRECTNESS IN THE ASSURANCE SET FORTH IN SCHEDULE A.

Real Advantage Title Insurance Company

This endorsement is made a part of the policy and is subject to the terms and provisions thereof and of any prior endorsements thereto, and does not require an original signature.

Litigation Guarantee

Subject to the limitations contained herein, the exclusions form coverage, the limits of liability and other provisions of the Limits of liability and other provisions of the conditions and stipulations here to annexed and made a part of this Guarantee,

Real Advantage Title Insurance Company
a Corporation, herein called the Company

GUARANTEES

This assured named in Schedule A against loss not exceeding the liability amount stated in Schedule A which the assured shall Sustain by reason of any incorrectness in the assurance which the company hereby gives that, according to the public records, as of date of guarantee shown in Schedule A:

1. The title to the herein described state or interest in vested in the vestee named in Schedule A.
2. Except for the matters shown in schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.
3.
 - a) The current interest holders claiming some right, title or interest by reason of the matters shown in part II of Schedule B are as shown therein. The vestee named in Schedule A and parties claiming to have some right, title or interest by reason of the matters shown in part II of Schedule B may be necessary to name defendant in action, the nature of which is referred to in Schedule A.
 - b) The current interest holders claiming some right, title or interest by reason of the matters shown in part I of Schedule B may also be necessary to name defendant in an action, the nature of which is referred to in Schedule A. However, no assurance is given hereby as to those current interest holders.
4. The return address for mailing after recording, if any, as shown on each and every document referred to in part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown in Schedule A are shown in Schedule C.

THE LITIGATION GUARANTEE IS FURNISHED SOLELY FOR THE PURPOSE OF FACILITATING THE FILING OF THE ACTION REFERRED TO IN SCHEDULE A. IT SHALL NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSES.

Schedule A

Guarantee No. CA-2820-1584511-150

Liability: \$25,000.00 Premium: \$336.00

- 1. Name of assured:
Receivership Specialists
- 2. Date of Guarantee: 03/26/2024
- 3. This Litigation guarantee is furnished solely for the purposes of facilitating the Filing of an action to:
Receivership
- 4. The Estate or interest in the land which is covered by this Guarantee is:
A Fee
- 5. Title to the Estate or interest in the land is vested in:
Crescent Fifth Street Partners, a California Limited Partnership, subject to paragraph no(s). 6 of Schedule B.
- 6. The Land referred to in this Guarantee is described as follows:
Lots 3 and 4 in Block 9 of Wolfskill Orchard Tract, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 30 Page 9 et seq. of Miscellaneous Records, in the office of the County Recorder of said County.

Parcel No.: 5147-009-003
Also Known as: 617 East 5th Street
Los Angeles CA 90013

Schedule B

Guarantee No. CA-2820-1584511-150

Defects, liens, encumbrances or other matters affecting title:

Part I

- 1 General and Special taxes for the fiscal year 2023-2024, including any assessments collected with current taxes.
 - Total amount **\$5,188.46**
 - 1st installment **\$2,594.24**, open
 - Penalty **\$259.42** (after 12/11/2023)
 - 2nd installment **\$2,594.22**, open
 - Penalty **\$269.42** (after 4/10/2024)
 - Code area 13259 - City of Los Angeles - 44
 - Parcel No. **5147-009-003**
 - Exemption \$1,308,002.00

- 2 NOTE: DEFAULTED TAX shown below:
 - Delinquent Tax Year(s) and Installment(s): 2021 and 2022/both
 - Total Amount to redeem if paid by:
 - October 2023, \$3,185.28
 - November 2023, \$3,225.89
 - December 2023, \$3,266.49

- 3 The Lien of future supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq of the revenue and taxation code of the State of California

- 4 The fact that said land is within the boundaries of the Central Business Redevelopment Area, as disclosed by an instrument recorded 7/22/1975, as Instrument No. 1975-3675, Official Records.
 And recorded 7/30/1975, as Instrument No. 1975-3868, Official Records

- 5 A Laundry Room Lease for the term commencing 6/25/1980 upon the terms, covenants and conditions therein provided
 - Dated: 6/25/1980
 - Lessor: Angel Lopez , as owner of said land and by other persons as owners of other lands in the community area.
 - Lessee: The Reliable Company
 - Recorded: 11/4/1980, as Instrument No. 1980-1106840 , Official Records.

The present ownership of said Lease and other matters affecting the interest of the lessee are not shown herein.

- 6 A Laundry Room Lease for the term commencing 6/15/1989 upon the terms, covenants and conditions therein provided
 - Dated: 6/15/1989
 - Lessor: Daryoush Daian , as owner of said land and by other persons as owners of other lands in the community area.
 - Lessee: Reliable Company
 - Recorded: 9/7/1989, as Instrument No. [1989-1442068](#) , Official Records.

The present ownership of said Lease and other matters affecting the interest of the lessee are not shown herein.

- 7 A covenant and agreement by and between the parties named therein, upon and subject to the terms and conditions therein.
Recorded: 8/21/1990, as Instrument No. [1990-1445436](#), Official records.

Reference is hereby made to the above document for full particulars.

This covenant and agreement shall run with the land and be binding upon any future owners, encumbrances, their successors, heirs or assigns and shall continue in effect until the county or the authority approves its termination.

- 8 An instrument, upon the terms and conditions contained therein
Entitled: Covenant and Agreement Regarding Maintenance of Building
Recorded: 11/29/1990, [as Instrument No. 1990-1980971](#), Official Records
- 9 An instrument, upon the terms and conditions contained therein
Entitled: Covenant and Agreement Regarding Maintenance of Building
Recorded: 1/15/1991, [as Instrument No. 1991-62403](#), Official Records
- 10 An instrument, upon the terms and conditions contained therein
Entitled: Easement Agreement
Recorded: 6/28/1991, [as Instrument No. 1991-993934](#), Official Records
- 11 An instrument, upon the terms and conditions contained therein
Entitled: Easement Agreement
Recorded: 6/28/1991, [as Instrument No. 1991-993946](#), Official Records
- 12 An instrument, upon the terms and conditions contained therein
Entitled: Waiver of Damages, Indemnification Agreement and Right of Ingress and Egress - Covenant to Run with the Land
Recorded: 1/23/1992, [as Instrument No. 1992-120804](#), Official Records
- 13 An instrument, upon the terms and conditions contained therein
Entitled: Waiver of Damages, Indemnification Agreement and Right of Ingress and Egress - Covenant to Run with the Land
Recorded: 1/22/1992, [as Instrument No. 1992-120805](#), Official Records

Part II

- 1 An instrument, upon the terms and conditions contained therein
Entitled: Notice of Building(s), Structure(s) or premises classified as either hazardous, substandard or a nuisance – Abatement Proceedings
Recorded: 1/19/1990, [as Instrument No. 1990-101455](#), Official Records
- 2 A Deed of Trust to secure the indebtedness of
Amount: **\$1,117,583.00**
Trustor: **Fifth Street Partners, a California General Partnership**
Trustee: Ticor Title Insurance, a California Corporation
Beneficiary: The Community Redevelopment Agency of the City of Los Angeles, California
Dated: 6/5/1990
Recorded: **8/21/1990** [as Instrument No. 1990-1445437](#) of Official Records

An agreement modifying said Deed of Trust was recorded 10/22/1990, [as Instrument No. 1990-1788525](#), of Official Records

Dated: 10/4/1990
Executed by: The Community Redevelopment Agency of the City of Los Angeles, California and Fifth Street General Partnership, a California General Partnership

An agreement modifying said Deed of Trust was recorded 6/28/1991, [as Instrument No. 1991-993943](#), of Official Records
 Dated: 6/19/1991
 Executed by: The Community Redevelopment Agency of the City of Los Angeles, California and Crescent Fifth Street Partners

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 3 of Schedule B Part II, by an agreement
 Recorded: 6/28/1991, [as Instrument No. 1991-993944](#), Official Records.

- 3 A Deed of Trust to secure the indebtedness of
 Amount: **\$1,500,000.00**
 Trustor: **Crescent Fifth Street Partners, a California Limited Partnership**
 Trustee: not shown
 Beneficiary: California Department of Housing and Community Development
 Dated: 6/28/1991
 Recorded: **6/28/1991** [as Instrument No. 1991-993941](#) of Official Records

The trustee in said Deed of Trust was substituted by an instrument
 Recorded: 1/6/1993 as Instrument No. [1993-27938](#), Official Records.
 New trustee: Commerce Enterprises Inc., a California Corporation

An instrument, upon the terms and conditions contained therein
 Entitled: Agreement Regarding Property
 Recorded: 4/5/2023, [as Instrument No. 2023-216413](#), Official Records

- 4 An instrument, upon the terms and conditions contained therein
 Entitled: Memorandum of Regulatory Agreement
 California Housing Rehabilitation Program - Rental Component
 Dated: 6/26/1991
 Executed by and between: Crescent Fifth Street Partners, a California Limited Partnership, and the Department of Housing and Community Development
 Recorded: 6/28/1991, [as Instrument No. 1991-993942](#) of Official Records

- 5 An instrument, upon the terms and conditions contained therein
 Entitled: Regulatory Agreement
 Dated: 8/24/1992
 Executed by and between: Tax Credit Allocation Committee and Crescent Fifth Street Partners
 Recorded: 3/2/1993, [as Instrument No. 1993-391757](#) of Official Records

- 6 An instrument, upon the terms and conditions contained therein
 Entitled: Order Granting Ex Parte Application for an Order Appointing Receiver Pursuant to California Health and Safety Code Section 17980.7 Case No. 23STCP01011
 Recorded: 4/13/2023, [as Instrument No. 2023-238024](#), Official Records

An instrument, upon the terms and conditions contained therein
 Entitled: Receiver's Certificate No. 1
 Recorded: 4/14/2023, [as Instrument No. 2023-241009](#), Official Records

An instrument, upon the terms and conditions contained therein
 Entitled: Order Authorizing Collection of Rents and Increase to Super-Priority Receiver's Certificate 23STCP01011
 Recorded: 5/9/2023, [as Instrument No. 2023-302053](#), Official Records

An instrument, upon the terms and conditions contained therein
 Entitled: Receiver's Certificate No. 2
 Recorded: 5/19/2023, [as Instrument No. 2023-329164](#), Official Records

An instrument, upon the terms and conditions contained therein
Entitled: Receiver's Certificate No. 3
Recorded: 5/23/2023, [as Instrument No. 2023-336213](#), Official Records

An instrument, upon the terms and conditions contained therein
Entitled: Order Increasing the Receiver's Certificate 23STCP01011
Recorded: 6/1/2023, [as Instrument No. 2023-358557](#), Official Records

An instrument, upon the terms and conditions contained therein
Entitled: Order Authorizing Receiver to Borrow Additional Funds Pursuant to Receiver's Certificate 23STCP01011
Recorded: 6/29/2023, [as Instrument No. 2023-425483](#), Official Records

An instrument, upon the terms and conditions contained therein
Entitled: Receiver's Certificate No. 4
Recorded: 6/29/2023, [as Instrument No. 2023-427725](#), Official Records

Release of Receivers's Certificate Recorded 11/16/2023, as Instrument No.(s) 793538, 793539 and 793540

Notice of Rescission of Receiver's Certificate No. 4 Recorded 121431 and 140569

7 A Deed of Trust to secure the indebtedness of
Amount: **\$500,000.00**
Trustor: **California Receivership Group, Inc., a California Benefit Corporation, solely in its capacity as Receiver**
Trustee: Total Lender Solutions, Inc.
Beneficiary: Community Improvement Capital, LLC
Dated: 4/11/2023
Recorded: **4/14/2023** [as Instrument No. 2023-241010](#) of Official Records

An agreement modifying said Deed of Trust was recorded 5/19/2023, [as Instrument No. 2023-329165](#), of Official Records
Dated: 5/18/2023
Executed by: California Receivership Group, Inc., a California Benefit Corporation, solely in its capacity as Receiver and Community Improvement Capital, LLC

An agreement modifying said Deed of Trust was recorded 5/23/2023, [as Instrument No. 2023-336214](#), of Official Records
Dated: 5/20/2023
Executed by: California Receivership Group, Inc., a California Benefit Corporation, solely in its capacity as Receiver and Community Improvement Capital, LLC

Substitution of Trustee and Full Reconveyance Recorded 11/16/2023 as Instrument No. (s) 793835, 793536 and 793537

8 A Deed of Trust to secure the indebtedness of
Amount: **\$4,348,116.33**
Trustor: **California Receivership Group, Inc., a California Benefit Corporation, solely in its capacity as Receiver**
Trustee: Total Lender Solutions, Inc.
Beneficiary: New Hope Receivership Group, LLC
Dated: 6/28/2023
Recorded: **6/29/2023** [as Instrument No. 2023-427726](#) of Official Records

Substitution of Trustee and Full Reconveyance Recorded 02/21/2024 as Instrument No. 112258

- 9 A Deed of Trust to secure the indebtedness of
Amount: **\$10,000,000.00**
Trustor: **Receiver Kevin Singer, of Empire Brokerage & Real Estate Service, Inc. dba Receivership Specialists acting solely in its capacity as Superior Court Receiver for the below-listed properties pursuant to Court Order in Superior Court of California, County of Los Angeles, Case No. 21STCV03760 (City of Los Angeles, a municipal corporation v. Crest Apartments LP, et. Al., LASC Case No. 23STCP01011)**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles
Dated: 6/30/2023
Recorded: **7/3/2023 [as Instrument No. 2023-434822](#)** of Official Records
- 10 An instrument, upon the terms and conditions contained therein
Entitled: Notice of Building(s), Structure(s), or Premises Classified either Hazardous, Substandard or a Nuisance Property – Abatement Proceedings
Recorded: 9/14/2023, **[as Instrument No. 2023-613581](#)**, Official Records
- 11 A Deed of Trust to secure the indebtedness of
Amount: **\$2,000,000.00**
Trustor: **Empire Brokerage & Real Estate Services, Inc., dba Receivership Specialists**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 11/19/2023
Recorded: **11/15/2023 [20230790145](#)** of Official Records
- 12 A Deed of Trust to secure the indebtedness of
Amount: **\$10,000,000.00**
Trustor: **Empire Brokerage & Real Estate Services, Inc., dba Receivership Specialists**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 11/3/2023
Recorded: **1/2/2024 [20240003251](#)** of Official Records
- 13 A Deed of Trust to secure the indebtedness of
Amount: **\$4,071,269.70**
Trustor: **Empire Brokerage & Real Estate Services, Inc., dba Receivership Specialists**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 1/11/2024
Recorded: **1/19/2024 [20240044590](#)** of Official Records
- 14 A Deed of Trust to secure the indebtedness of
Amount: **\$10,428,730.30**
Trustor: **Empire Brokerage & Real Estate Services, Inc., dba Receivership Specialists**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 1/24/2024
Recorded: **1/25/2024 [20240056756](#)** of Official Records

Schedule C

Guarantee No. CA-2820-1584511-150

Paragraph Numbers: 5 Schedule A
Recording Information: 6/28/1991, as Instrument No. [1991-993940, Official Records](#)
Mailing Address: Crescent Fifth Street Partners
315 West Ninth Street, Suite 410
Los Angeles, CA 90015

Paragraph Numbers: 1 Schedule B Part II
Recording Information: 1/19/1990, as Instrument No. [1990-101455, Official Records](#)
Mailing Address: Department of Building and
Safety Bureau of Community Safety
500 Shatto Place
Suite 520
Los Angeles, CA 90020

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 8/21/1990, as Instrument No. [1990-1445437, Official Records](#)
Mailing Address: The Community Redevelopment Agency
of the City of Los Angeles, California
354 South Spring Street, Suite 800
Los Angeles, CA 90013

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 10/22/1990, as Instrument No. [1990-1788525, Official Records](#)
Mailing Address: The Community Redevelopment Agency
of the City of Los Angeles, California
354 South Spring Street, Suite 800
Los Angeles, CA 90013

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 6/28/1991, as Instrument No. [1991-993943, Official Records](#)
Mailing Address: The Community Redevelopment Agency
of the City of Los Angeles, California
354 South Spring Street, Suite 600
Los Angeles, CA 90013

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 6/28/1991, as Instrument No. [1991-993944, Official Records](#)
Mailing Address: The Community Redevelopment Agency
of the City of Los Angeles, California
354 South Spring Street, Suite 600
Los Angeles, CA 90013

Paragraph Numbers: 3 Schedule B Part II
Recording Information: 6/28/1991, as Instrument No. [1991-993941, Official Records](#)
Mailing Address: Department of Housing and Community Development
P.O. Box 952054, (CHRP-R)
Sacramento, CA 94252-2054

California Department of Housing and Community
1800 Third Street, Sacramento, CA 95814

Paragraph Numbers: 3 Schedule B Part II
Recording Information: 1/6/1993, as Instrument No. [1993-27938, Official Records](#)
Mailing Address: Commerce Enterprises Inc.

Paragraph Numbers: 3 Schedule B Part II
Recording Information: 4/5/2023, as Instrument No. [2023-216413, Official Records](#)
Mailing Address: State of California
Department of Housing and Community Development
Division of State Financial Assistance
Compliance Resolution Program
2020 West El Camino Blvd., Ste. 400
Sacramento, CA 95833

Paragraph Numbers: 4 Schedule B Part II
Recording Information: 6/28/1991, as Instrument No. [1991-993942, Official Records](#)
Mailing Address: Department of Housing & Community Development
P.O. Box 952054
Sacramento, CA 94252-2054

Paragraph Numbers: 5 Schedule B Part II
Recording Information: 3/2/1993, as Instrument No. [1993-391757, Official Records](#)
Mailing Address: Tax Credit Allocation Committee
915 Capitol Mall, Room 485
Sacramento, CA 95814

Paragraph Numbers: 6 Schedule B Part II
Recording Information: 4/13/2023, as Instrument No. [2023-238024, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard #107
Santa Monica, CA 90405

Paragraph Numbers: 6 Schedule B Part II
Recording Information: 4/14/2023, as Instrument No. [2023-241009, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 6 Schedule B Part II
Recording Information: 5/9/2023, as Instrument No. [2023-302053, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 6 Schedule B Part II
Recording Information: 5/19/2023, as Instrument No. [2023-329164, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 6 Schedule B Part II
Recording Information: 5/23/2023, as Instrument No. [2023-336213, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 6 Schedule B Part II
Recording Information: 6/1/2023, as Instrument No. [2023-358557, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 6 Schedule B Part II
Recording Information: 6/29/2023, as Instrument No. [2023-425483, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 6 Schedule B Part II
Recording Information: 6/29/2023, as Instrument No. [2023-427725, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 4/14/2023, as Instrument No. [2023-241010, Official Records](#)
Mailing Address: Community Improvement Capital, LLC
c/o Mark S. Adams
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 5/19/2023, as Instrument No. [2023-329165, Official Records](#)
Mailing Address: Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 5/23/2023, as Instrument No. [2023-336214, Official Records](#)
Mailing Address: Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 8 Schedule B Part II
Recording Information: 6/29/2023, as Instrument No. [2023-427726, Official Records](#)
Mailing Address: New Hope Receivership Group, LLC
c/o Mark S. Adams
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 9 Schedule B Part II
Recording Information: 7/3/2023, as Instrument No. [2023-434822, Official Records](#)
Mailing Address: City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specoalists
11500 West Olympic Boulevard, Suite 530
Los Angeles, CA 90064

Paragraph Numbers: 10 Schedule B Part II
Recording Information: 9/14/2023, as Instrument No. [2023-613581, Official Records](#)
Mailing Address: Los Angeles Housing Department
Code Enforcement Division
1200 West 7th Street, Suite 100
Los Angeles, CA 90017

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms - The following terms when used in the Guarantee mean:

- (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Exclusions from Coverage of this Guarantee - The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its option as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability - In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance

upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

12. Subrogation Upon Payment or Settlement - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. Arbitration - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston Texas 77252-2029.

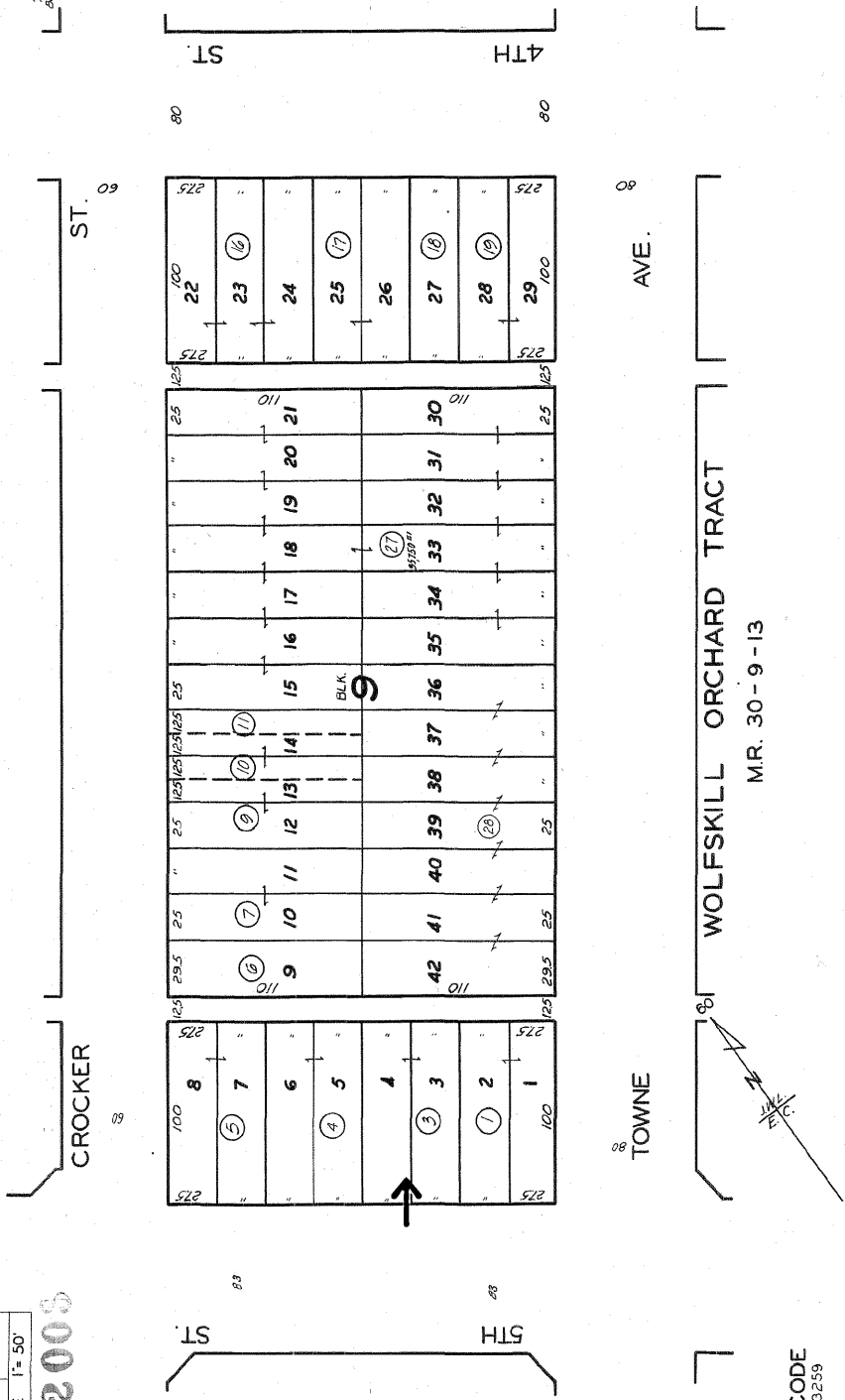
REVISED
4-2-82
7/11/84
86/2383606-05
05/01/85

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

47 9
SCALE 1" = 50'

2008



CODE
13259

FOR PREV. ASSM'T SEE 1096-9

EXHIBIT 7

NOTICE

PLEASE BE ADVISED THAT THE DATA AND INFORMATION FROM THE PUBLIC RECORDS CONTAINED HEREIN WILL NEED TO BE UPDATED PRIOR TO CLOSING AS MANY COUNTY FACILITIES ARE CLOSED OR HAVE LIMITED STAFFING AS A RESULT OF THE CORONAVIRUS PANDEMIC. IF THE INFORMATION FROM THE COUNTY IS NOT AVAILABLE THERE WILL BE ADDITIONAL REQUIREMENTS IN ORDER TO CLOSE AND INSURE THIS TRANSACTION. PLEASE CONTACT YOUR LOCAL TITLE OFFICER FOR DETAILS.

Litigation Guarantee

Order No. 150-2383597-05

Subject to the exclusion from coverage, the limits of Liability and other provisions of the conditions and stipulations hereto annexed and made a part of this guarantee, and subject to the further exclusion and limitations that no guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

Real Advantage Title Insurance Company
A Corporation, herein called the Company,

Guarantees

THE ASSURED NAMED IN SCHEDULE A AGAINST ACTUAL MONETARY LOSS OR DAMAGE NOT EXCEEDING THE LIABILITY AMOUNT STATED IN SCHEDULE A WHICH THE ASSURED SHALL SUSTAIN BY REASON OF ANY INCORRECTNESS IN THE ASSURANCE SET FORTH IN SCHEDULE A.

Real Advantage Title Insurance Company

This endorsement is made a part of the policy and is subject to the terms and provisions thereof and of any prior endorsements thereto, and does not require an original signature.

Litigation Guarantee

Subject to the limitations contained herein, the exclusions form coverage, the limits of liability and other provisions of the Limits of liability and other provisions of the conditions and stipulations here to annexed and made a part of this Guarantee,

Real Advantage Title Insurance Company
a Corporation, herein called the Company

GUARANTEES

This assured named in Schedule A against loss not exceeding the liability amount stated in Schedule A which the assured shall Sustain by reason of any incorrectness in the assurance which the company hereby gives that, according to the public records, as of date of guarantee shown in Schedule A:

1. The title to the herein described state or interest in vested in the vestee named in Schedule A.
2. Except for the matters shown in schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.
3.
 - a) The current interest holders claiming some right, title or interest by reason of the matters shown in part II of Schedule B are as shown therein. The vestee named in Schedule A and parties claiming to have some right, title or interest by reason of the matters shown in part II of Schedule B may be necessary to name defendant in action, the nature of which is referred to in Schedule A.
 - b) The current interest holders claiming some right, title or interest by reason of the matters shown in part I of Schedule B may also be necessary to name defendant in an action, the nature of which is referred to in Schedule A. However, no assurance is given hereby as to those current interest holders.
4. The return address for mailing after recording, if any, as shown on each and every document referred to in part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown in Schedule A are shown in Schedule C.

THE LITIGATION GUARANTEE IS FURNISHED SOLELY FOR THE PURPOSE OF FACILITATING THE FILING OF THE ACTION REFERRED TO IN SCHEDULE A. IT SHALL NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSES.

Schedule A

Guarantee No. CA-2820-1571499-150

Liability: \$25,000.00 Premium: \$336.00

1. Name of assured:

Receivership Specialists

2. Date of Guarantee: 9/22/2023

3. This Litigation guarantee is furnished solely for the purposes of facilitating the Filing of an action to:

Receivership

4. The Estate or interest in the land which is covered by this Guarantee is:

A Fee

5. Title to the Estate or interest in the land is vested in:

Dewey Hotel, L.P., a California limited partnership, subject to paragraph no(s). 7 of Schedule B.

6. The Land referred to in this Guarantee is described as follows:

Lot "B" of Tract No. 50, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 14 Page 161 of Maps, in the office of the County Recorder of said County.

Except that portion lying Southerly of a line described as follows:

Beginning at a point in the Southeasterly line of said lot, which point is in the South face of the South wall of a five story brick building and distant North 52° 14' 50" East 0.08 feet from the Southerly corner of said Lot "B"; thence along said South face to and along the South face of a one story building North 52° 16' 30" West 106.05 feet, more or less, to the West line of said Lot "B" at a point distant 0.08 feet, more or less, Northeasterly from the most Westerly corner of said lot.

Parcel No.: 5144-015-046
Also Known as: 721 South Main Street
Los Angeles CA 90014

Schedule B

Guarantee No. CA-2820-1571499-150

Defects, liens, encumbrances or other matters affecting title:

Part I

- 1 General and Special taxes for the fiscal year 2023-2024, including any assessments collected with current taxes.

Total amount	\$7,458.65
1st installment	\$3,729.33 , open
Penalty	\$372.93 (after 12/11/2023)
2nd installment	\$3,729.32 , open
Penalty	\$382.93 (after 4/10/2024)
Code area	13264 - City of Los Angeles - 44
Parcel No.	5144-015-046
Exemption	\$2,398,362.00

2 NOTE: DEFAULTED TAX shown below:

Delinquent Tax Year(s) and Installment(s): 2016, 2021-2022 & 2022-2023/2nd
 Total Amount to redeem if paid by:
 October 2023, \$13,482.54
 November 2023, \$13,643.84
 December 2023, \$13,805.14

Please Note: *** Partial payment on file - examination of County Records required ***

- 3 The Lien of future supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq of the revenue and taxation code of the State of California
- 4 The effect of a map of community facilities district and the notice of special tax authorization and the lien of any taxes or assessments levied by or bonds issued by City of Los Angeles, filed in Book 189, Page(s) 73, assessment maps, as disclosed by a document recorded [2/20/2004, as Instrument No. 2004-398518](#), Official Records.
- 5 The effect of a map of community facilities district and the notice of special tax authorization and the lien of any taxes or assessments levied by or bonds issued by City of Los Angeles, filed in Book 190, Page(s) 76, assessment maps, as disclosed by a document recorded [3/23/2005, as Instrument No. 2005-668669](#), Official Records.
- 6 The effect of a map of community facilities district and the notice of special tax authorization and the lien of any taxes or assessments levied by or bonds issued by City of Los Angeles, filed in Book not shown, Page(s) not shown, assessment maps, as disclosed by a document recorded [1/29/2013, as Instrument No. 2013-143515](#), Official Records.
- 7 The fact that said land is within the boundaries of the Central Business District Redevelopment Area, as disclosed by an instrument recorded 7/22/1975, [as Instrument No. 1975-3675](#), Official Records.

And recorded [7/30/1975, as Instrument No. 1975-3868](#), Official Records

- 8 An instrument, upon the terms and conditions contained therein

Entitled:	Covenant and Agreement Regarding Maintenance of Building
Recorded:	1/16/2001, as Instrument No. 2001-80527 , Official Records

This covenant and agreement shall run with the land and be binding upon any future owners, encumbrances, their successors, heirs or assigns and shall continue in effect until the county or the authority approves its termination.

- 9 An instrument, upon the terms and conditions contained therein
 Entitled: Covenant and Agreement Regarding Maintenance of Building
 Recorded: 1/16/2001, [as Instrument No. 2001-80527](#), Official Records
- 10 A Laundry Room Lease for the term commencing said years upon the terms, covenants and conditions therein provided
 Dated: 1/10/2001
 Lessor: Mike Alvidrez for Ski Row Housing Trust , as owner of said land and by other persons as owners of other lands in the community area.
 Lessee: Dadson Washer Service, Inc.
 Recorded: 6/25/2001, as Instrument No. [2001-1084758](#) , Official Records.

The present ownership of said Lease and other matters affecting the interest of the lessee are not shown herein.

Part II

- 1 A Deed of Trust to secure the indebtedness of
 Amount: **\$706,678.00**
 Trustor: **Dewey Hotel, L.P., a California limited partnership**
 Trustee: North American Title Company, a California corporation
 Beneficiary: Los Angeles Homeless Services Authority, a Joint Power Authority
 Dated: 9/8/1978
 Recorded: **10/14/1998** [as Instrument No. 1998-1873960](#), of Official Records
- 2 An instrument, upon the terms and conditions contained therein
 Entitled: Regulatory Agreement
 Dated: 9/8/1998
 Executed by and between: LAHSA of Los Angeles, a joint power authority and Dewey Hotel, L.P., a California limited partnership
 Recorded: 10/14/1998, [as Instrument No. 1998-1873961](#), of Official Records
- 3 A Deed of Trust to secure the indebtedness of
 Amount: **\$1,281,549.00**
 Trustor: **Dewey Hotel, L.P., a California limited partnership**
 Trustee: not shown
 Beneficiary: The City of Los Angeles, a California municipal corporation
 Dated: 11/9/1999
 Recorded: **11/17/1999** [as Instrument No. 1999-2145591](#), of Official Records
- 4 An instrument, upon the terms and conditions contained therein
 Entitled: Regulatory Agreement
 Dated: 11/9/1999
 Executed by and between: The City of Los Angeles, a municipal corporation and Dewey Hotel, L.P., a California limited partnership
 Recorded: 11/17/1999, [as Instrument No. 1999-2145592](#), of Official Records
- 5 An instrument, upon the terms and conditions contained therein
 Entitled: Regulatory Agreement
 Dated: 3/12/2002
 Executed by and between: California Tax Credit Allocation Committee and Dewey Hotel, L.P., a California limited partnership
 Recorded: 3/22/2002, [as Instrument No. 2002-689858](#), of Official Records

- 6 An instrument, upon the terms and conditions contained therein
 Entitled: Notice of Building(s), Structure(s), or Premises Placed into the Rent Escrow Account Program (REAP)
 Recorded: 3/9/2023, [as Instrument No. 2023-151732](#), Official Records
- 7 An instrument, upon the terms and conditions contained therein
 Entitled: Order Granting Ex Parte Application for an Order Appointing Receiver Pursuant to California Health and Safety Code Section 17980.7 Case No. 23STCP01011
 Recorded: 4/13/2023, [as Instrument No. 2023-238024](#), Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Receiver's Certificate No. 1
 Recorded: 4/14/2023, [as Instrument No. 2023-241009](#), Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Order Authorizing Collection of Rents and Increase to Super-Priority Receiver's Certificate Case No. 23STCP01011
 Recorded: 5/9/2023, [as Instrument No. 2023-302053](#), Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Receiver's Certificate No. 2
 Recorded: 5/19/2023, [as Instrument No. 2023-329164](#), Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Receiver's Certificate No. 3
 Recorded: 5/23/2023, [as Instrument No. 2023-336213](#), Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Order Increasing The Receiver's Certificate Case No. 23STCP01011
 Recorded: 6/2/2023, [as Instrument No. 2023-358557](#), Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Order Authorizing Receiver to Borrow Additional Funds Pursuant to Receiver's Certificate
 Recorded: 6/29/2023, [as Instrument No. 2023-425483](#), Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Receiver's Certificate No. 4
 Recorded: 6/29/2023, [as Instrument No. 2023-427725](#), Official Records
- 8 A Deed of Trust to secure the indebtedness of
 Amount: **\$500,000.00**
 Trustor: **California Receivership Group, Inc., a California Benefit Corporation**
 Trustee: Total Lender Solutions, Inc.
 Beneficiary: Community Improvement Capital, LLC
 Dated: 4/11/2023
 Recorded: **4/14/2023** [as Instrument No. 2023-241010](#), of Official Records
- An agreement modifying said Deed of Trust was recorded 5/19/2023, [as Instrument No. 2023-329165](#), of Official Records
 Dated: 5/18/2023
 Executed by: California Receivership Group, Inc., a California Benefit Corporation
- An agreement modifying said Deed of Trust was recorded 5/23/2023, [as Instrument No. 2023-336214](#), of Official Records
 Dated: 5/20/2023
 Executed by: California Receivership Group, Inc., a California Benefit Corporation
- 9 A claim of mechanic's lien
 Amount: \$245,124.35
 Claimant: United Guard Security
 Recorded: 6/13/2023, as Instrument No. [2023-387092](#), Official Records.

- 10 A Deed of Trust to secure the indebtedness of
Amount: **\$4,348,116.33**
Trustor: **California Receivership Group, Inc., a California Benefit Corporation**
Trustee: Total Lender Solutions, Inc.
Beneficiary: New Hope Receivership Group, LLC
Dated: 6/28/2023
Recorded: **6/29/2023 [as Instrument No. 2023-427726](#)**, of Official Records
- 11 A Deed of Trust to secure the indebtedness of
Amount: **\$10,000,000.00**
Trustor: **Receiver King Singer, of Empire Brokerage & Real Estate Service, Inc. dba
Receivership Specialists acting solely in its capacity as Superior Cour Receiver**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 6/30/2023
Recorded: **7/3/2023 [as Instrument No. 2023-434822](#)**, of Official Records
- 12 An instrument, upon the terms and conditions contained therein
Entitled: Notice of Building(s), Structure(s), or Premises Classified Either Hazardous, Substandard or
a Nuisance Property - Abatement Proceedings
Recorded: 9/14/2023, **[as Instrument No. 2023-613578](#)**, Official Records

Schedule C

Guarantee No. CA-2820-1571499-150

Paragraph Numbers: 5 Schedule A
Recording Information: 10/14/1998, as Instrument No. [1998-1873959, Official Records](#)
Mailing Address: Dewey Hotel, L.P.
721 South Main Street
Los Angeles, CA 90014

Dewey Hotel, L.P.
1317 E. 7th Street
Los Angeles, CA 90021

Dewey Hotel, L.P.
1317 East 7th Street
Los Angeles, CA 90021

Paragraph Numbers: 1 Schedule B Part II
Recording Information: 10/14/1998, as Instrument No. [1998-1873960, Official Records](#)
Mailing Address: Los Angeles Homeless Services Authority
548 South Spring Street, Suite 400
Los Angeles, CA 90013

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 10/14/1998, as Instrument No. [1998-1873961, Official Records](#)
Mailing Address: Los Angeles Homeless Services Authority
548 South Spring Street, Suite 400
Los Angeles, CA 90013

Paragraph Numbers: 3 Schedule B Part II
Recording Information: 11/17/1999, as Instrument No. [1999-2145591, Official Records](#)
Mailing Address: City of Los Angeles
Los Angeles Housing Department
P.O. Box 532729
Los Angeles, CA 90053-2729

Paragraph Numbers: 4 Schedule B Part II
Recording Information: 11/17/1999, as Instrument No. [1999-2145592, Official Records](#)
Mailing Address: Los Angeles Housing Department
P O Box 532729
Los Angeles, CA 90053-2729

Paragraph Numbers: 5 Schedule B Part II
Recording Information: 3/22/2002, as Instrument No. [2002-689858, Official Records](#)
Mailing Address: Tax Credit Allocation Committee
915 Capitol Mall, Room 485
P.O. Box 942809
Sacramento, CA 94209-0001

Tax Credit Allocation Committee
915 Capitol Mall, Room 485
Sacramento, CA 94209-0001

Tax Credit Allocation Committee
P.O. Box 942809
Sacramento, CA 94209-0001

Paragraph Numbers: 6 Schedule B Part II
Recording Information: 3/9/2023, as Instrument No. [2023-151732, Official Records](#)
Mailing Address: Los Angeles Housing Department
Rent Escrow Account Program
PO Box 17460
Los Angeles, CA 90017

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 4/13/2023, as Instrument No. [2023-238024, Official Records](#)
Mailing Address: California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard #107
Santa Monica, CA 90405

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 4/14/2023, as Instrument No. [2023-241009, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 5/9/2023, as Instrument No. [2023-302053, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 5/19/2023, as Instrument No. [2023-329164, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 5/23/2023, as Instrument No. [2023-336213, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 6/2/2023, as Instrument No. [2023-358557, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 6/29/2023, as Instrument No. [2023-425483, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 6/29/2023, as Instrument No. [2023-427725, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 8 Schedule B Part II
Recording Information: 4/14/2023, as Instrument No. [2023-241010, Official Records](#)
Mailing Address: Community Improvement Capital, LLC
c/o Mark S. Adams
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

Community Improvement Capital, LLC
c/o Mark S. Adams
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 8 Schedule B Part II
Recording Information: 5/19/2023, as Instrument No. [2023-329165, Official Records](#)
Mailing Address: Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd, Suite 107
Santa Monica, CA 90405

Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 8 Schedule B Part II
Recording Information: 5/23/2023, as Instrument No. [2023-336214, Official Records](#)
Mailing Address: Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd, Suite 107
Santa Monica, CA 90405

Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 9 Schedule B Part II
Recording Information: 6/13/2023, as Instrument No. [2023-387092, Official Records](#)
Mailing Address: United Guard Security
879 W 190th St, Ste 280
Gardena, California 90248

United Guard Security
879 West 190th Street, Suite 280
Gardena, CA 90248

Paragraph Numbers: 10 Schedule B Part II
Recording Information: 6/29/2023, as Instrument No. [2023-427726, Official Records](#)
Mailing Address: New Hope Receivership Group, LLC
c/o Mark S. Adams
3435 Ocean Park Blvd, Suite 107
Santa Monica, CA 90405

New Hope Receivership Group, LLC
c/o Mark S. Adams
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 11 Schedule B Part II
Recording Information: 7/3/2023, as Instrument No. [2023-434822, Official Records](#)
Mailing Address: Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 9/14/2023, as Instrument No. [2023-613578, Official Records](#)
Mailing Address: Los Angeles Housing Department
Code Enforcement Division
1200 W. 7th St. Suite 100
Los Angeles, CA 90017

Los Angeles Housing Department
Code Enforcement Division
1200 West 7th Street, Suite 100
Los Angeles, CA 90017

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms - The following terms when used in the Guarantee mean:

- (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Exclusions from Coverage of this Guarantee - The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its option as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability - In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance

upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

12. Subrogation Upon Payment or Settlement - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. Arbitration - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

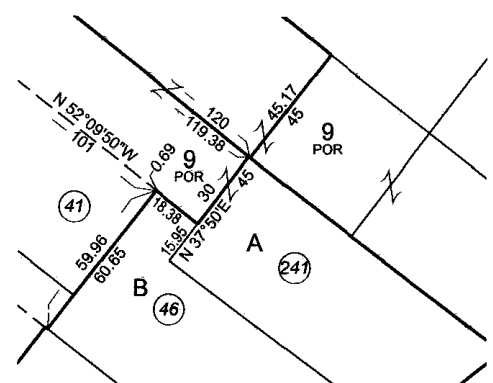
(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston Texas 77252-2029.

2018



MAPPING AND GIS
SERVICES
SCALE 1" = 100'



DETAIL
NO SCALE

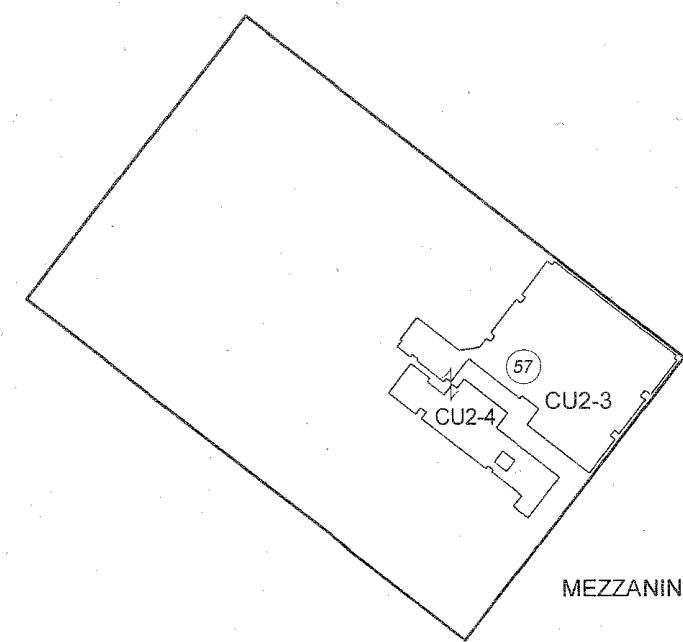
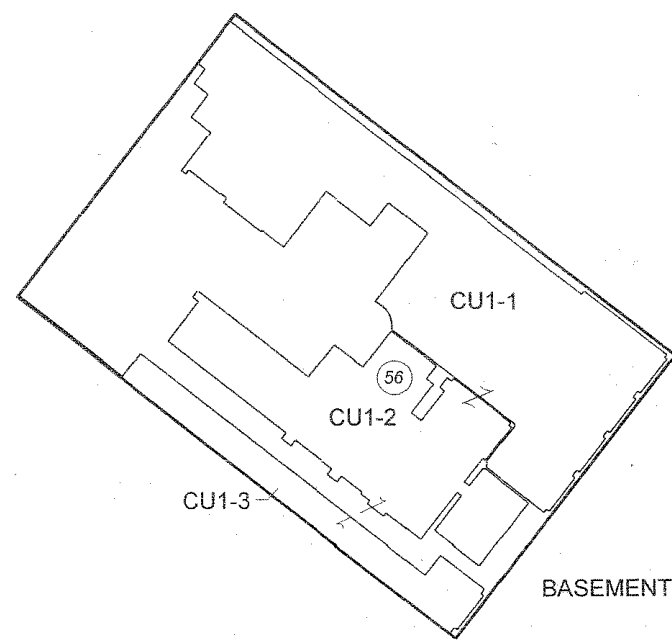
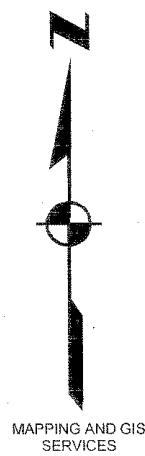
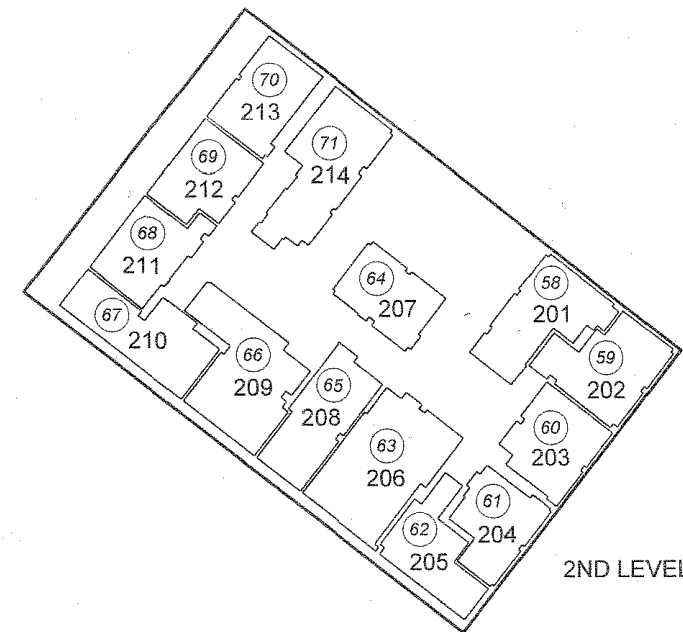
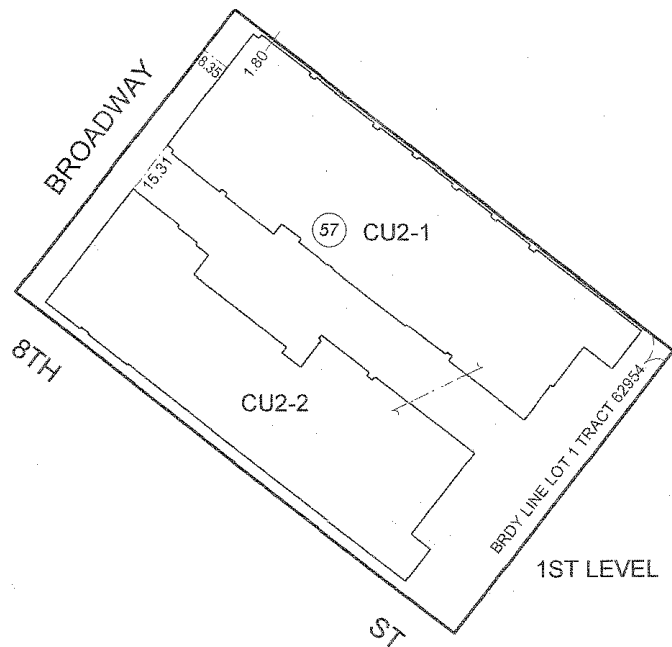
THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY
IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY
WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

FOR AIRLOTS 1 THRU 12 TRACT NO 68265
SEE SHEETS 9 THRU 11

2009

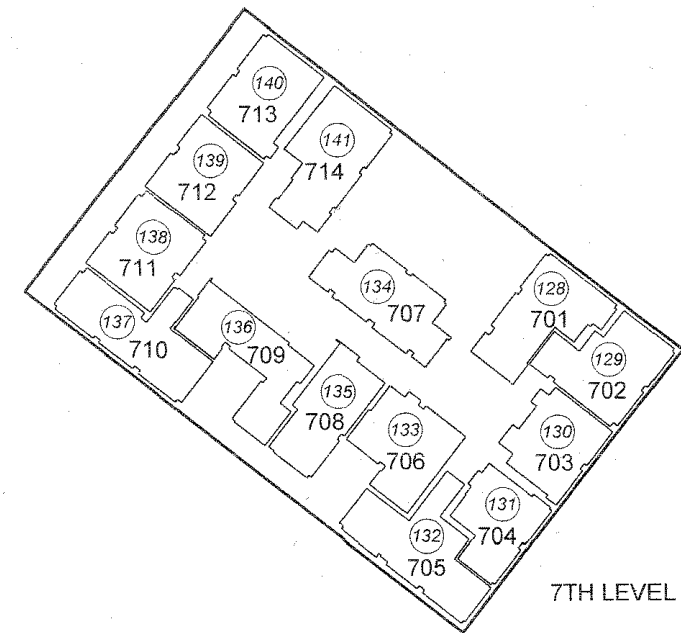
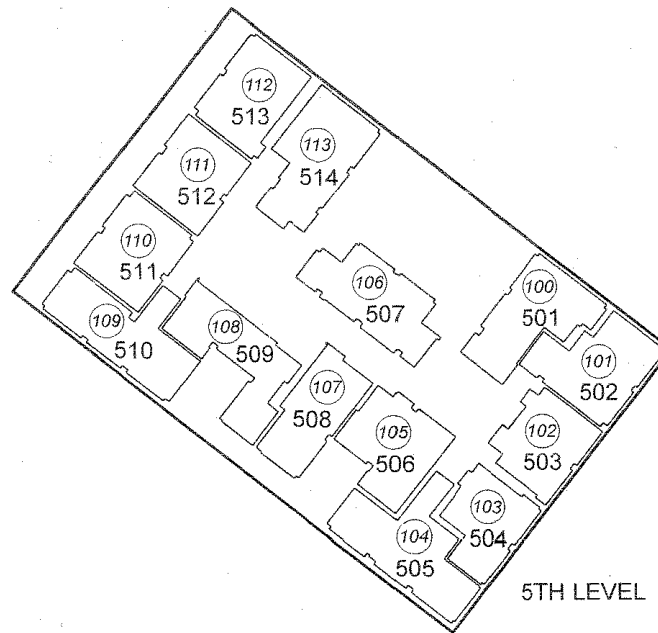
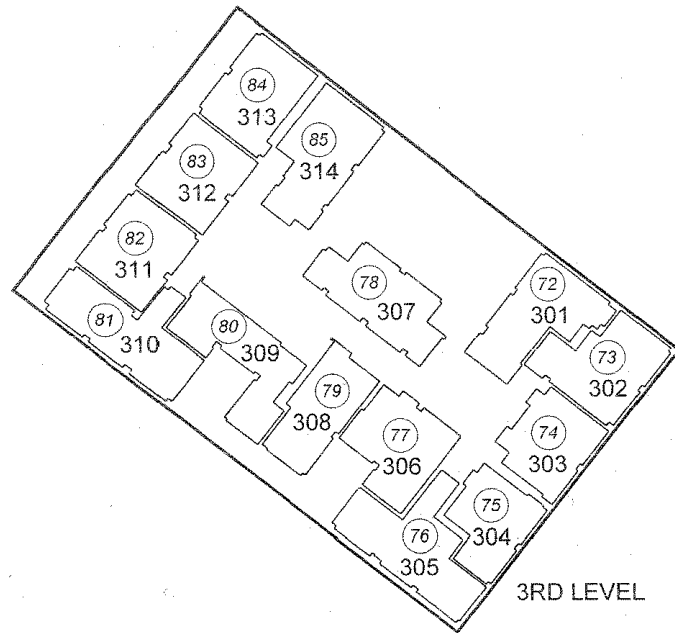
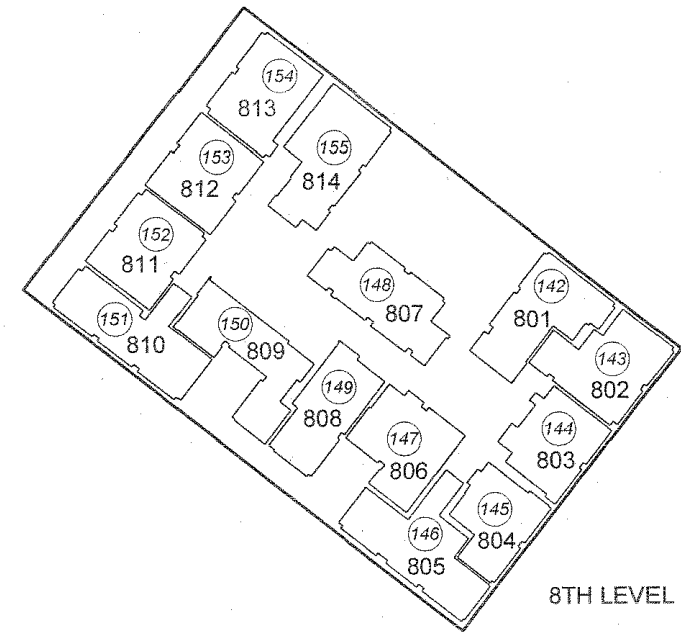
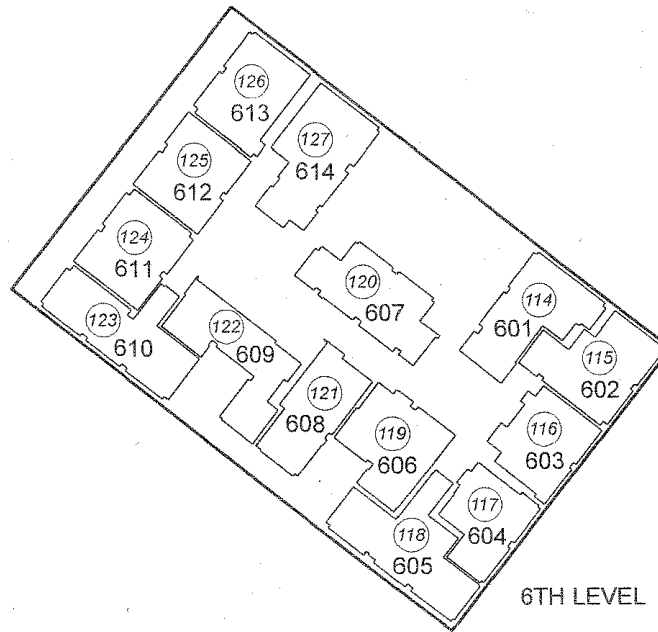
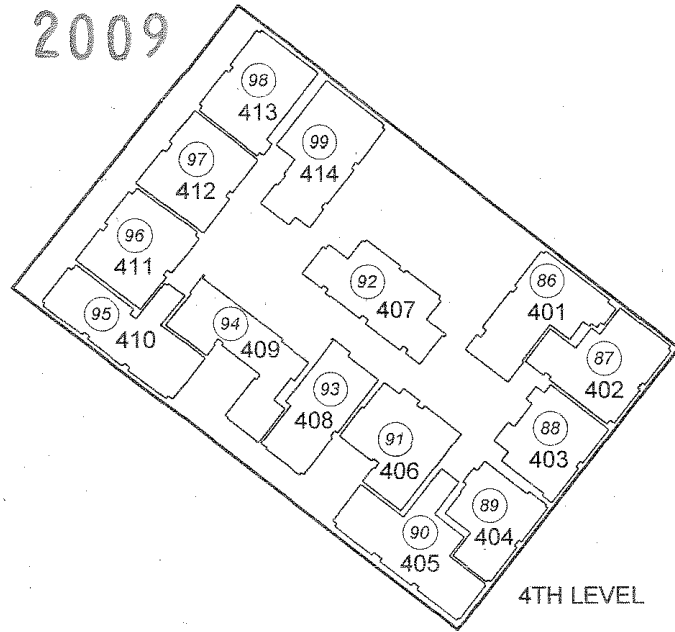
THE ASSESSMENT OF UNITS IN THE FOLLOWING AIRSPACE PLANS, INCLUDES ALL RIGHTS AND INTERESTS IN THE COMMON AREAS AS SET FORTH IN DEEDS OF RECORD. EACH PLAN DEPICTS APPROXIMATE DIMENSIONS FROM WHICH AREAS ARE COMPUTED. AREAS ARE FOR CORRESPONDING ELEMENTS ONLY.

AIRSPACE PLAN REFERENCE	COMMON AREA				SUBDIVISION OF AIRSPACE SHEET(S)
	TRACT NO	BLK	LOTS	TYPE	
# 777779 5-2-08	62954	-	1	CONDO	2 THRU 8



**SUBDIVISION OF AIRSPACE
 CONDOMINIUM TRACT NO 62954**
 FOR COMMON AREA SEE SHEET 1
 SEE RECORDED CONDOMINIUM PLAN FOR ELEVATIONS OF UNITS
 FOR TYPICAL BUILDING DETAILS SEE SHEETS 5 THRU 8

2009

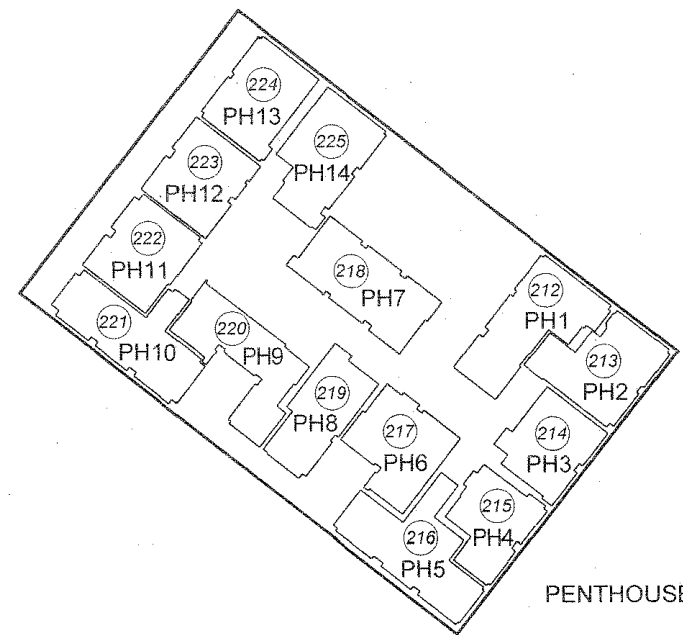
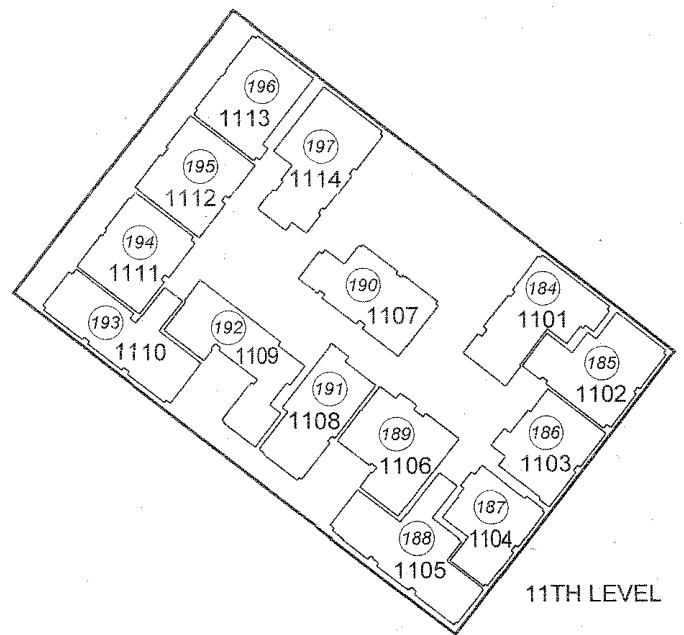
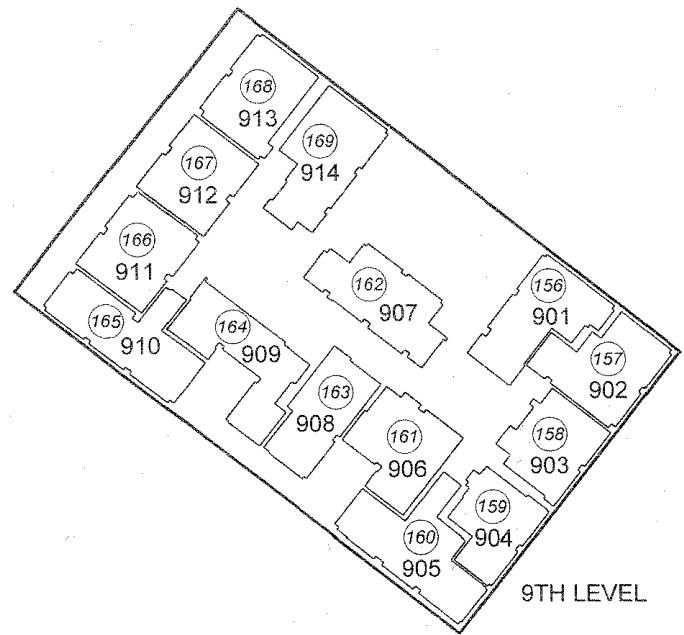
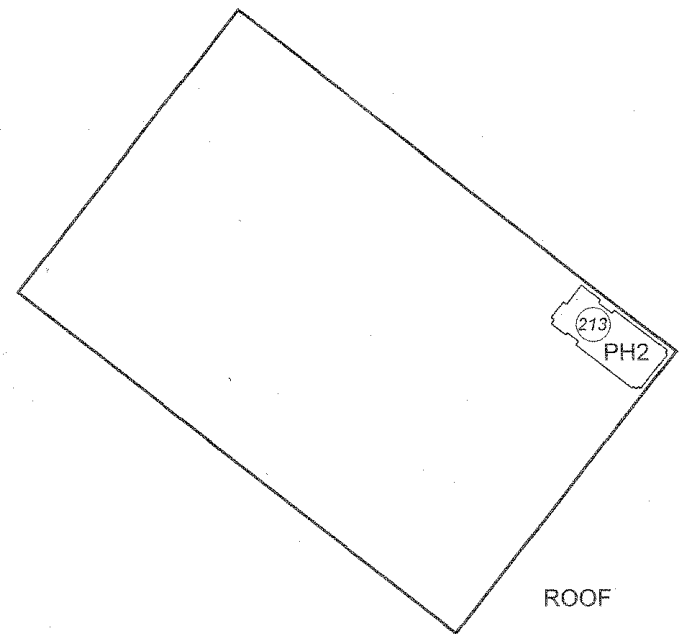
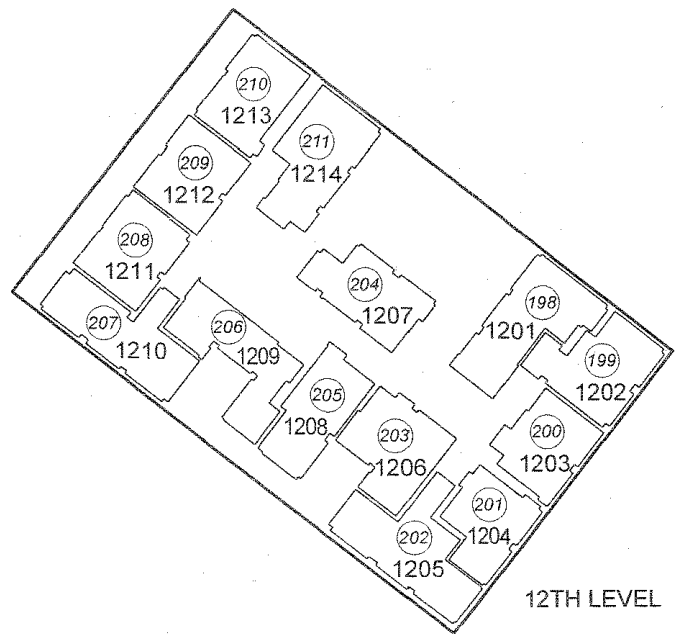
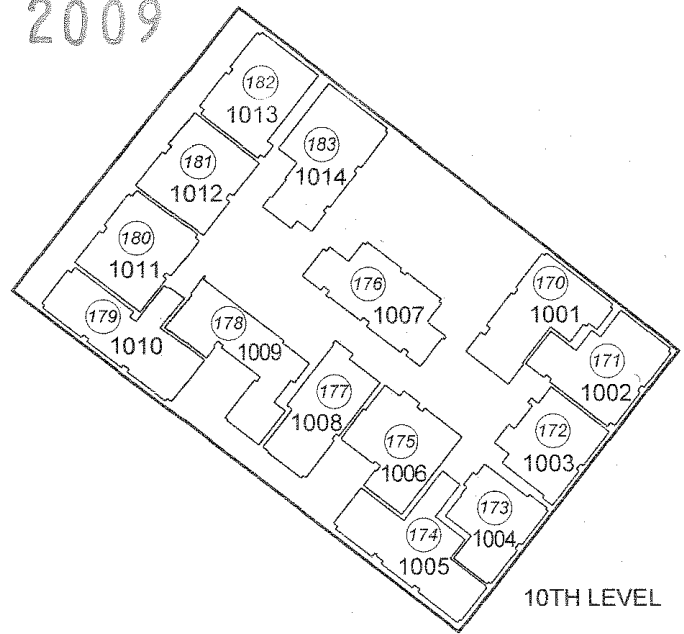


MAPPING AND GIS
SERVICES

SUBDIVISION OF AIRSPACE
CONDOMINIUM TRACT NO 62954

FOR COMMON AREA SEE SHEET 1
SEE RECORDED CONDOMINIUM PLAN FOR ELEVATIONS OF UNITS
FOR TYPICAL BUILDING DETAILS SEE SHEETS 5 THRU 8

2009



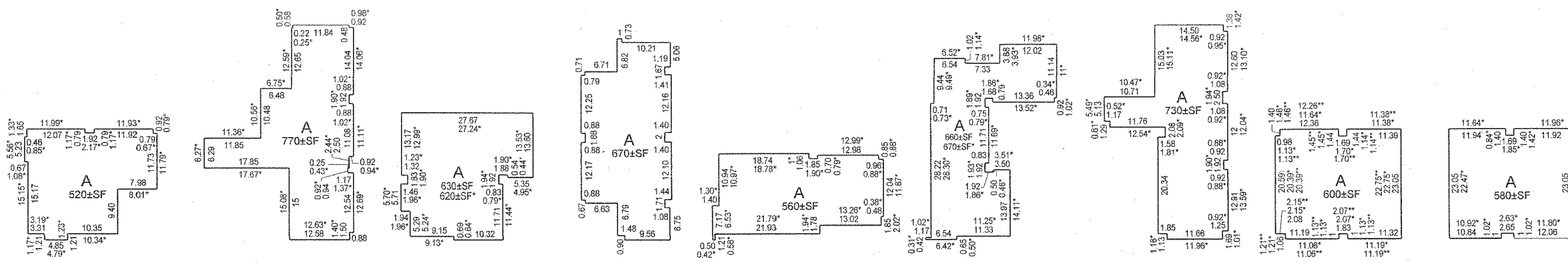
MAPPING AND GIS SERVICES

SUBDIVISION OF AIRSPACE
CONDOMINIUM TRACT NO 62954

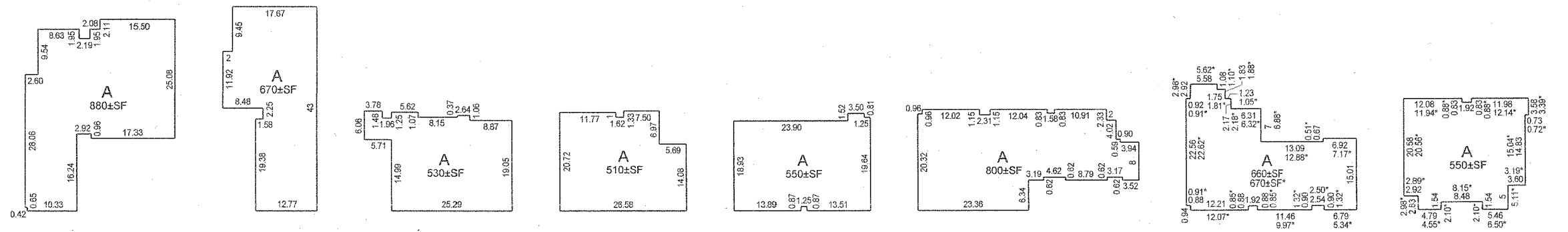
FOR COMMON AREA SEE SHEET 1
SEE RECORDED CONDOMINIUM PLAN FOR ELEVATIONS OF UNITS
FOR TYPICAL BUILDING DETAILS SEE SHEETS 5 THRU 8

2009

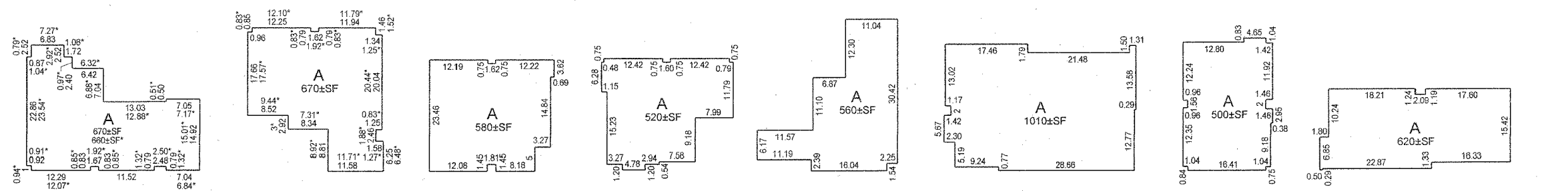
TYPICAL BUILDING DETAILS



UNITS: 304, 1204* UNITS: 305, 505* UNITS: 306, 406*, 506* UNIT: 307 UNITS: 308, 408*, 508* UNITS: 309, 409*, 509*, 609* UNITS: 310, 410* UNITS: 311, 411*, 511*, 611** UNITS: 312, 412*, 512*, 612*



UNIT: 209 UNIT: 210 UNIT: 211 UNIT: 212 UNIT: 213 UNIT: 214 UNITS: 301, 401* UNITS: 303, 403*

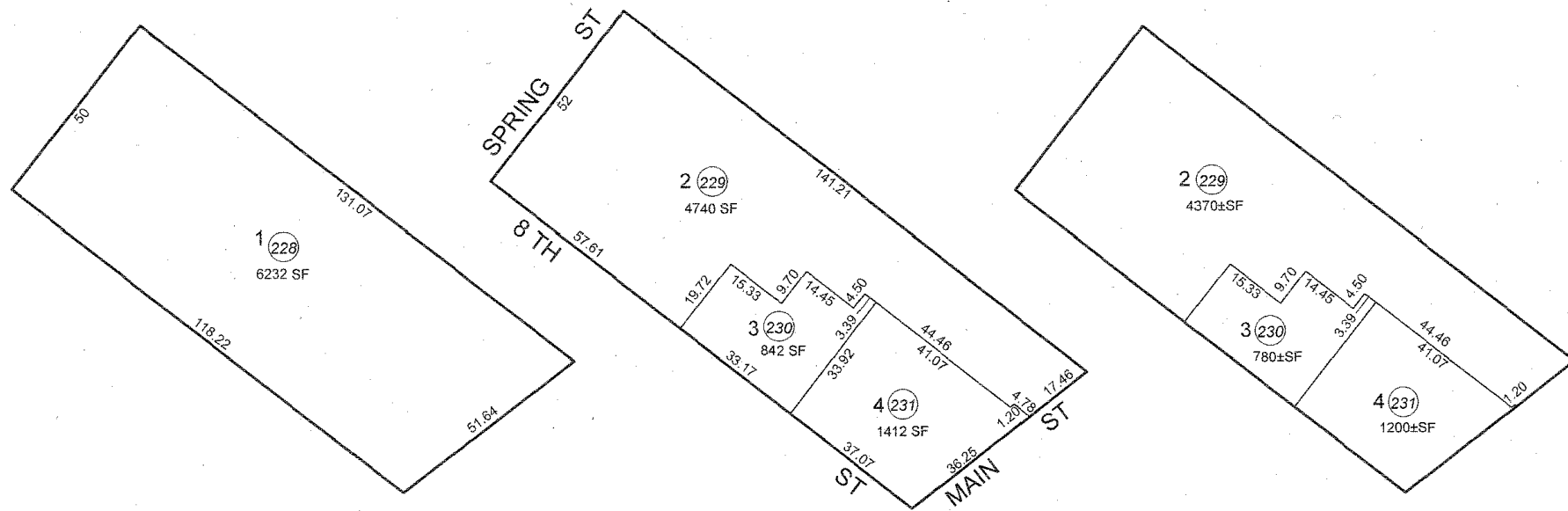


UNITS: 201, 501*, 701*, 901* UNITS: 202, 302* UNIT: 203 UNIT: 204 UNIT: 205 UNIT: 206 UNIT: 207 UNIT: 208

SUBDIVISION OF AIRSPACE
 CONDOMINIUM TRACT NO 62954

** REPRESENTS DIMENSIONS AND AREAS FOR UNITS WITH ASTERISKS
 SOME DIMENSIONS ARE MISSING OR DO NOT BALANCE IN RECORDED CONDOMINIUM PLAN

2009



ABOVE 423 FT
BELOW 240 FT.

U E = 249 FT
L E = 240 FT

U E = 253.60 FT
L E = 249 FT

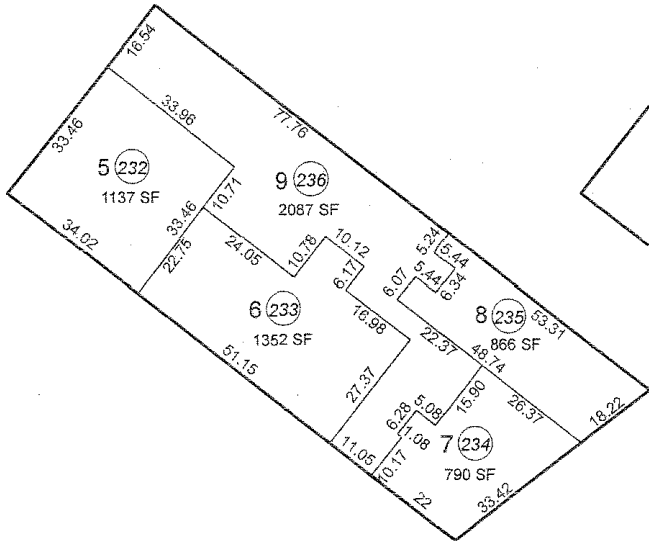
TRACT NO 68265
M B 1352 - 34 - 46
FOR ISOMETRIC VIEW SEE SHEET 11



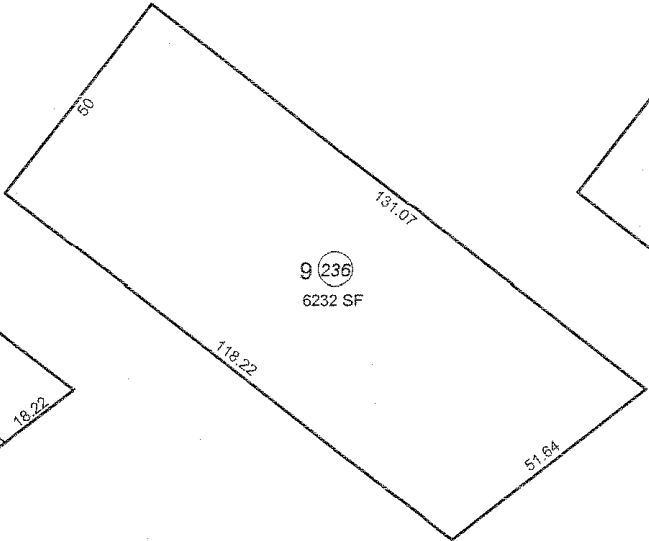
MAPPING AND GIS
SERVICES



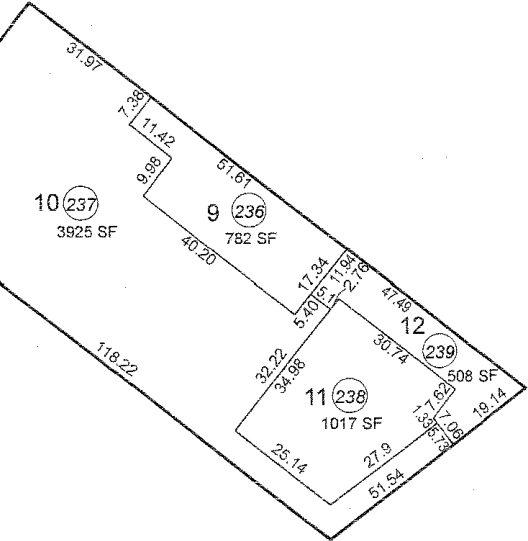
MAPPING AND GIS
SERVICES



U E = 272.60 FT
L E = 253.60 FT



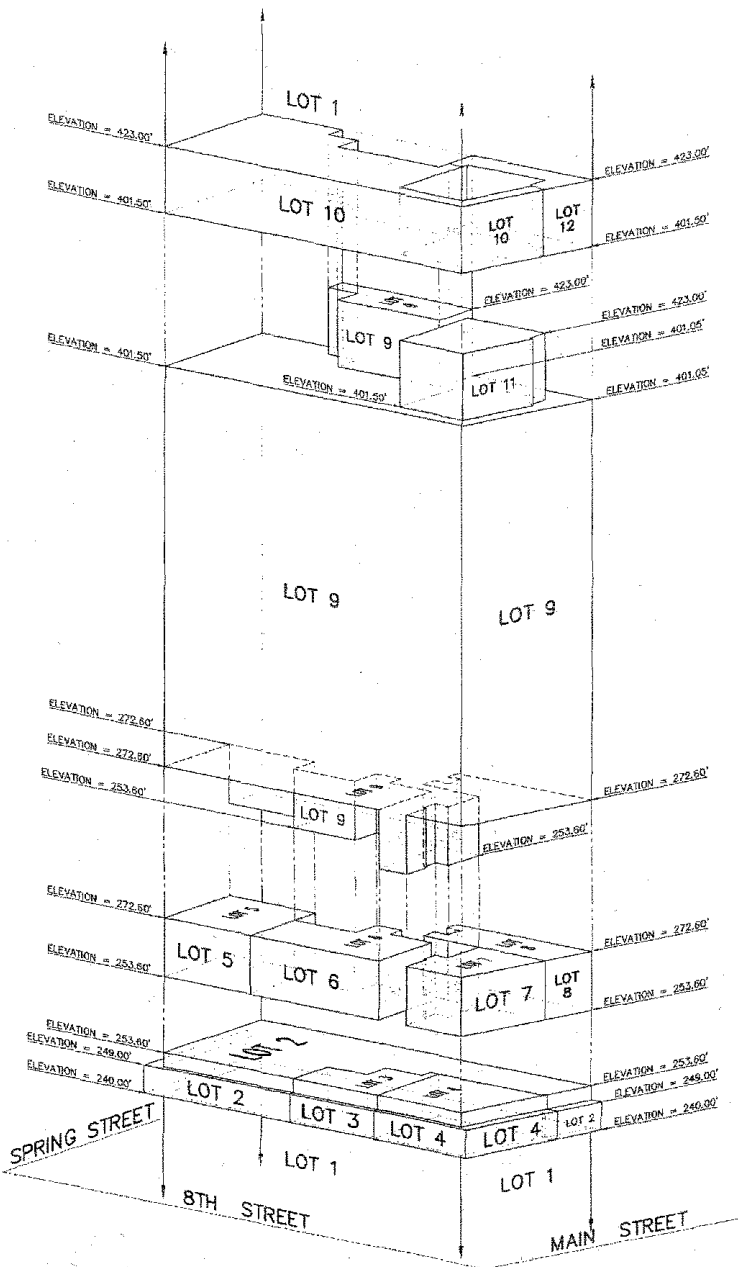
U E = 401.50 FT
L E = 272.60 FT



U E = 423 FT
L E = 401.50 FT

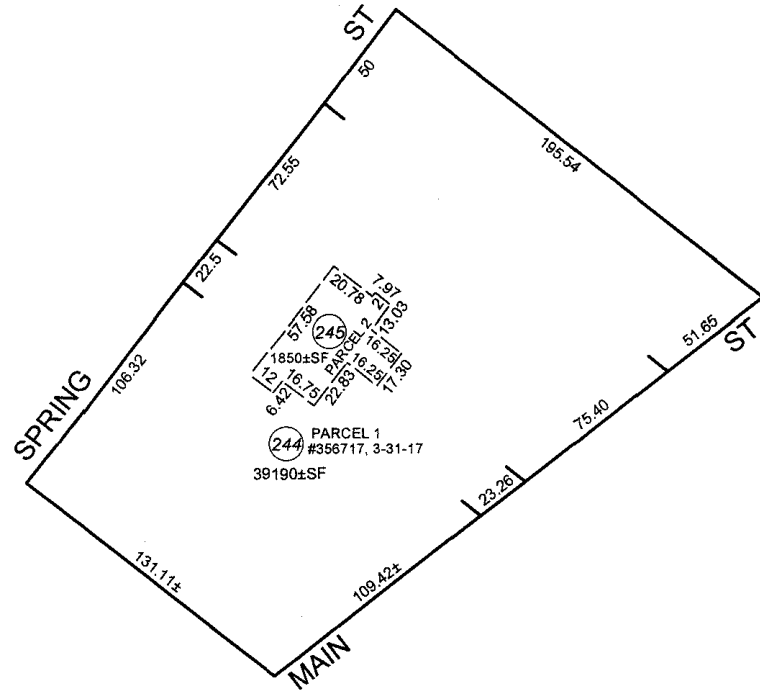
2009

ISOMETRIC VIEW

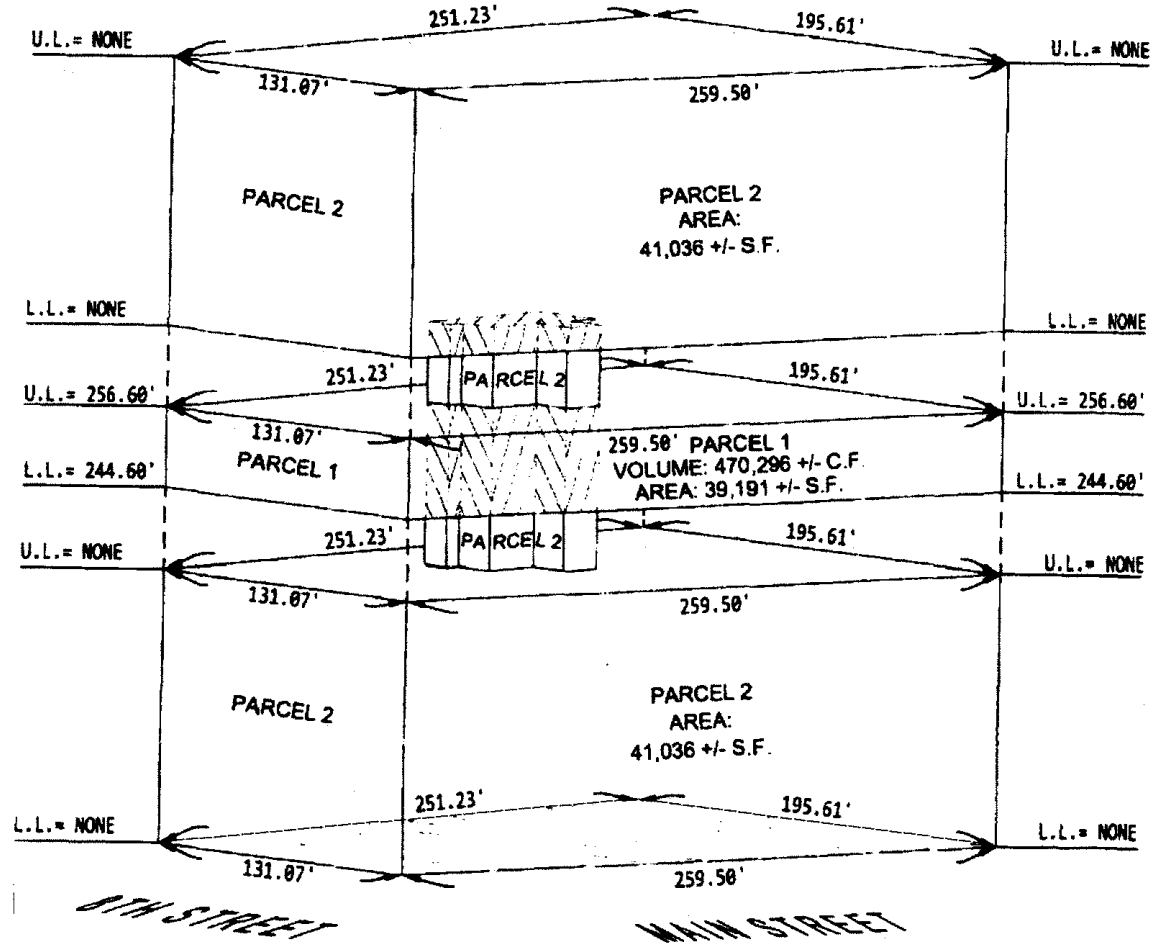


TRACT NO 68265
M B 1352 - 34 - 46

2018



UE=256.60
LE=244.60



ISOMETRIC VIEW

AIRSPACE PARCELS 1 & 2
FOR LOT LINE ADJUSTMENT
DOCUMENT # 2017-0356716

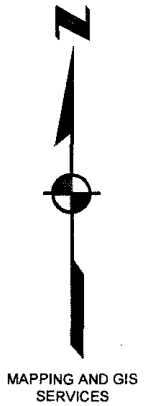


EXHIBIT 8

Litigation Guarantee

Order No. 150-2383598-05

Subject to the exclusion from coverage, the limits of Liability and other provisions of the conditions and stipulations hereto annexed and made a part of this guarantee, and subject to the further exclusion and limitations that no guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

Real Advantage Title Insurance Company
A Corporation, herein called the Company,

Guarantees

THE ASSURED NAMED IN SCHEDULE A AGAINST ACTUAL MONETARY LOSS OR DAMAGE NOT EXCEEDING THE LIABILITY AMOUNT STATED IN SCHEDULE A WHICH THE ASSURED SHALL SUSTAIN BY REASON OF ANY INCORRECTNESS IN THE ASSURANCE SET FORTH IN SCHEDULE A.

Real Advantage Title Insurance Company

This endorsement is made a part of the policy and is subject to the terms and provisions thereof and of any prior endorsements thereto, and does not require an original signature.

Litigation Guarantee

Subject to the limitations contained herein, the exclusions form coverage, the limits of liability and other provisions of the Limits of liability and other provisions of the conditions and stipulations here to annexed and made a part of this Guarantee,

Real Advantage Title Insurance Company
a Corporation, herein called the Company

GUARANTEES

This assured named in Schedule A against loss not exceeding the liability amount stated in Schedule A which the assured shall Sustain by reason of any incorrectness in the assurance which the company hereby gives that, according to the public records, as of date of guarantee shown in Schedule A:

1. The title to the herein described state or interest in vested in the vestee named in Schedule A.
2. Except for the matters shown in schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.
3. a) The current interest holders claiming some right, title or interest by reason of the matters shown in part II of Schedule B are as shown therein. The vestee named in Schedule A and parties claiming to have some right, title or interest by reason of the matters shown in part II of Schedule B may be necessary to name defendant in action, the nature of which is referred to in Schedule A.
b) The current interest holders claiming some right, title or interest by reason of the matters shown in part I of Schedule B may also be necessary to name defendant in an action, the nature of which is referred to in Schedule A. However, no assurance is given hereby as to those current interest holders.
4. The return address for mailing after recording, if any, as shown on each and every document referred to in part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown in Schedule A are shown in Schedule C.

THE LITIGATION GUARANTEE IS FURNISHED SOLELY FOR THE PURPOSE OF FACILITATING THE FILING OF THE ACTION REFERRED TO IN SCHEDULE A. IT SHALL NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSES.

Schedule A

Guarantee No. CA-2820-1571500-150

Liability: \$25,000.00 Premium: \$336.00

1. Name of assured:

Receivership Specialists

2. Date of Guarantee: 2/29/2024

3. This Litigation guarantee is furnished solely for the purposes of facilitating the Filing of an action to:

Receivership

4. The Estate or interest in the land which is covered by this Guarantee is:

A Fee

5. Title to the Estate or interest in the land is vested in:

Edward Hotel Limited Partnership, a California limited partnership, subject to paragraph no(s). 18 of Schedule B.

6. The Land referred to in this Guarantee is described as follows:

Lots 3 and 4, in Block 10 of Wolfskill Orchard Tract, as per map recorded in Book 30, Page 9 of Miscellaneous Records, in the office of the County Recorder of said County.

Parcel No.: 5147-010-002
Also Known as: 713 East 5th Street
Los Angeles CA 90013

Schedule B

Guarantee No. CA-2820-1571500-150

Defects, liens, encumbrances or other matters affecting title:

Part I

- 1 General and Special taxes for the fiscal year 2023-2024, including any assessments collected with current taxes.

Total amount	\$2,709.00
1st installment	\$1,354.50 , Delinquent
Penalty	\$135.45 (after 12/11/2023)
2nd installment	\$1,354.50 , open
Penalty	\$145.45 (after 4/10/2024)
Code area	13259 - City of Los Angeles - 44
Parcel No.	5147-010-002
Exemption	\$781,172.00

- 2 NOTE: DEFAULTED TAX shown below:

Delinquent Tax Year(s) and Installment(s): 2021 - 2022/both
 Total Amount to redeem if paid by:

March 2024,	\$5,137.50
April 2024,	\$5,196.70
May 2024,	\$5,255.91

- 3 The Lien of future supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq of the revenue and taxation code of the State of California

- 4 The effect of a map of community facilities district and the notice of special tax authorization and the lien of any taxes or assessments levied by or bonds issued by the City of Los Angeles, filed in Book 188, Page(s) 39, assessment maps, as disclosed by a document recorded [5/19/2003, as Instrument No. 2003-1532007](#), Official Records.

- 5 An Oil and Gas Lease affecting this and other property executed by the owner of said land and by others as owners of other land, for the term and upon the terms, covenants and provisions therein provided

Recorded:	6/29/1966, as Instrument No. 1966-2341 See PG#59 , Official Records.
Dated:	6/17/1966
Term:	ten years from date hereof and any other term as provided for therein
Lessor:	Kinu Nakaoka, a widow
Lessee:	Standard Oil Company of California, a Corporation

The present ownership of said leasehold and other matters affecting the interest of the lessee are not shown herein.

- 6 The fact that said land is within the boundaries of the Central Business District Redevelopment Area, as disclosed by an instrument recorded 7/22/1975, [as Instrument No. 1975-3675](#), Official Records.

And recorded [7/30/1975, as Instrument No. 1975-3868, Official Records](#)

- 7 An instrument, upon the terms and conditions contained therein

Entitled:	Agreement Containing Covenants Affecting Real Property
Recorded:	9/22/1992, as Instrument No. 1992-1761468 , Official Records

An instrument declaring a modification thereof was recorded 12/30/1993 as Instrument No. [1993-2544248](#), Official Records

- 8 An instrument, upon the terms and conditions contained therein
 Entitled: Covenant and Agreement Regarding Maintenance of Building
 Recorded: 5/19/1993, [as Instrument No. 1993-952204](#), Official Records

Part II

- 1 A Deed of Trust to secure the indebtedness of
 Amount: **\$25,000.00**
 Trustor: **Ace National Supply Company, Inc., a California Corporation**
 Trustee: Continental Land Title Company, a California Corporation
 Beneficiary: ET System
 Dated: 1/26/1990
 Recorded: **2/2/1990** [as Instrument No. 1990-190499](#) of Official Records
- 2 A Deed of Trust to secure the indebtedness of
 Amount: **\$1,051,109.00**
 Trustor: **Skid Row Housing Trust, a California non-profit corporation**
 Trustee: GT Service Corporation, a California Corporation
 Beneficiary: The Community Redevelopment Agency of the City of Los Angeles, California
 Dated: 1/20/1992
 Recorded: **9/22/1992** [as Instrument No. 1992-1761469](#) of Official Records

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 4 of Schedule B Part II, by an agreement

Recorded: 12/30/1993, [as Instrument No. 1993-2544244](#), Official Records.

An agreement modifying said Deed of Trust was recorded 12/30/1993, [as Instrument No. 1993-2544247](#), of Official Records

Dated: 12/22/1993

Executed by: The Community Redevelopment Agency of the City of Los Angeles, California and Edward Hotel Limited Partnership

The trustee in said Deed of Trust was substituted by an instrument

Recorded: 10/26/2022 as Instrument No. [2022-1017686](#), Official Records.

New trustee: Chicago Title Company

Notice of default under the terms of said Deed of Trust was

Recorded: 10/26/2022 as Instrument No. [2022-1017687](#), Official Records.

- 3 An instrument, upon the terms and conditions contained therein
 Entitled: Memorandum of Regulatory Agreement
 California Housing Rehabilitation Program – Rental Component
 Recorded: 12/30/1993, [as Instrument No. 1993-2544245](#), Official Records
- 4 A Deed of Trust to secure the indebtedness of
 Amount: **\$1,175,000.00**
 Trustor: **Edward Hotel Limited Partnership**
 Trustee: Commerce Enterprises Inc., a California Corporation
 Beneficiary: California Department of Housing and Community Development
 Dated: 12/30/1993
 Recorded: **12/30/1993** [as Instrument No. 1993-2544246](#) of Official Records

The trustee in said Deed of Trust was substituted by an instrument

Recorded: 4/6/2022 as Instrument No. [2022-379699](#), Official Records.

New trustee: Fidelity National Title Company

Notice of default under the terms of said Deed of Trust was
Recorded: 4/6/2022 as Instrument No. [2022-379700](#), Official Records.

A notice of trustee's sale under the terms of said Deed of Trust was recorded: 7/12/2022 as Instrument No. [2022-711687](#), Official Records.

Trustee: Fidelity National Title Company
Date of sale: August 5, 2022, at 11:00 AM

- 5 A claim of mechanic's lien
Amount: \$43,661.00
Claimant: So Cal Finish Carpentry
Recorded: 8/18/1995, as Instrument No. [1995-1357572](#), Official Records.

An instrument, upon the terms and conditions contained therein
Entitled: Partial Release of Mechanics Lien
Recorded: 7/1/1996, [as Instrument No. 1996-1042703](#), Official Records

- 6 A claim of mechanic's lien
Amount: \$325,138.55
Claimant: ACCI Corporation, dba American Constructions California, Inc.
Recorded: 9/19/1995, as Instrument No. [1995-1526817](#), Official Records.

An instrument, upon the terms and conditions contained therein
Entitled: Partial Release of Mechanic's Lien
Recorded: 12/20/1995, [as Instrument No. 1995-2024553](#), Official Records

An instrument, upon the terms and conditions contained therein
Entitled: Partial Release of Mechanic's Lien
Recorded: 7/1/1996, [as Instrument No. 1996-1042700](#), Official Records

- 7 An action commenced, notice of which
Recorded: 12/18/1995, as Instrument No. [1995-2007311](#) , Official Records
Court: Superior Court of the State of California
Case no.: BC140846
Judicial District: not shown
Plaintiff: ACCI Corporation, a California Corporation doing business as American Constructors California, Inc.
Defendant: Edward Hotel Limited Partnership, a California Limited Partnership; Skid Row Housing Trust, a California public benefit corporation; State of California Department of Housing and Community Development, a public entity; Community Redevelopment Agency of the City of Los Angeles, a public entity; Larry Goodman, an individual doing business as So Cal Finish Carpentry; Commerce Enterprises, Inc., a California corporation; GT Service Corporation, a California corporation; and does 1 through 100, inclusive
Purpose of action: to quiet title

- 8 An instrument, upon the terms and conditions contained therein
Entitled: Regulatory Agreement
Dated: 4/8/1996
Executed by and between: Tax Credit Allocation Committee and Weldon Limited Partnership
Recorded: 4/22/1996, [as Instrument No. 1996-630788](#) of Official Records

- 9 An instrument, upon the terms and conditions contained therein
Entitled: Regulatory Agreement
Dated: 4/8/1996
Executed by and between: Tax Credit Allocation Committee and Edward Hotel Limited Partnership
Recorded: 4/22/1996, [as Instrument No. 1996-630792](#) of Official Records

- 10 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$326.72**
Taxpayer: **Skid Row Housing Trust Lessee**
Year/account no.: 2020/49105752
Recorded: **12/14/2020**, as Instrument No. [2020-1644408](#) , Official Records
- 11 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$158.21**
Taxpayer: **Skid Row Housing Trust Inc. Lessee**
Year/account no.: 2020/49914183
Recorded: **9/14/2021**, as Instrument No. [2021-1401353](#) , Official Records
- 12 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$145.73**
Taxpayer: **Skid Row Housing Trust Inc. Lessee**
Year/account no.: 2020/49914184
Recorded: **9/14/2021**, as Instrument No. [2021-1401354](#) , Official Records
- 13 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$101.62**
Taxpayer: **Skid Row Housing Trust Inc. Lessee**
Year/account no.: 2021/49112595
Recorded: **12/9/2021**, as Instrument No. [2021-1829437](#) , Official Records
- 14 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$65.61**
Taxpayer: **The Skid Row Housing Trust Lessee**
Year/account no.: 2021/49118982
Recorded: **12/9/2021**, as Instrument No. [2021-1830332](#) , Official Records
- 15 A claim of mechanic's lien
Amount: \$3,687.50
Claimant: Cefali & Associates Inc.
Recorded: 8/9/2022, as Instrument No. [2022-801660](#), Official Records.
- 16 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$163.20**
Taxpayer: **The Skid Row Housing Trust Lessee**
Year/account no.: 2022/49118037
Recorded: **12/13/2022**, as Instrument No. [2022-1160470](#) , Official Records

- 17 An Abstract of Judgment
 Recorded: **3/17/2023** as Instrument No. [2023-173956](#) , Official Records.
 Entered: 3/1/2023
 Case no.: 22STCV05125
 Court: Superior Court of California, County of Los Angeles
 Judicial District: Central Division
 Amount: **\$27,880.32**, plus interest and costs.
 In favor of: First National Bank of Omaha, a National Banking Association
 Against: **Skid Row Housing Trust, a corporation**
- Attorney for judgment creditor or mailing address:
 Name: The Dunning Law Firm APC
 Donald T. Dunning (#144665)
 James MacLeod (#249145)
 Address: 9619 Chesapeake Dr., Ste 210,
 San Diego, CA 92123
- 18 An instrument, upon the terms and conditions contained therein
 Entitled: Order Granting Ex Parte Application for an Order Appointing Receiver Pursuant to California Health and Safety Code Section 17980.7 Case No. 23STCP01011
 Recorded: 4/13/2023, [as Instrument No. 2023-238024](#), Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Receiver's Certificate No. 1
 Recorded: 4/14/2023, [as Instrument No. 2023-241009](#), Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Order Authorizing Collection of Rents and Increase to Superior-Priority Receiver's Certificate Case No. 23STCP01011
 Recorded: 5/9/2023, [as Instrument No. 2023-302053](#), Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Receiver's Certificate No. 2
 Recorded: 5/19/2023, [as Instrument No. 2023-329164](#), Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Receiver's Certificate No. 3
 Recorded: 5/23/2023, [as Instrument No. 2023-336213](#), Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Order Increasing the Receiver's Certificate Case No. 23STCP01011
 Recorded: 6/1/2023, [as Instrument No. 2023-358557](#), Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Order Authorizing Receiver to Borrow Additional Funds Pursuant to Receiver's Certificate Case No. 23STCP01011
 Recorded: 6/29/2023, [as Instrument No. 2023-425483](#), Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Receiver's Certificate No. 4
 Recorded: 6/29/2023, [as Instrument No. 2023-427725](#), Official Records
- Release of Reciver's Certificate 11/16/2023, as Instrument No.(s) 793538, 793539 ande 793540
- Notice of Recission of receiver's Certificate No.4, 02/23/2024 as Instrument No. 121431

- 19 A Deed of Trust to secure the indebtedness of
Amount: **\$500,000.00**
Trustor: **California Receivership Group, Inc., a California Benefit Corporation**
Trustee: Total Lender Solutions, Inc.
Beneficiary: Community Improvement Capital, LLC
Dated: 04/11/2023
Recorded: **4/14/2023 as Instrument No. [2023-241010](#)** of Official Records
- An agreement modifying said Deed of Trust was recorded 5/19/2023 as Instrument No. , [2023-329165](#), of Official Records
Dated: 05/18/2023
Executed by: California Receivership Group, Inc., a California Benefit Corporation, Total Lenders Solutions, Inc. and Community Improvement Capital, LLC
- An agreement modifying said Deed of Trust was recorded 5/23/2023 as Instrument No. , [2023-336214](#), of Official Records
Dated: 05/20/2023
Executed by: California Receivership Group, Inc., a California Benefit Corporation, Total Lender Solutions and Community Improvement Capital, LLC
- Substitution of Trustee and Full Reconveyance Recorded 11/16/2023 as Instrument No.(s) 793535, 793536 and 793537
- 20 A Deed of Trust to secure the indebtedness of
Amount: **\$4,348,116.33**
Trustor: **California Receivership Group, Inc., a California Benefit Corporation**
Trustee: Total Lender Solutions, Inc.
Beneficiary: New Hope Receivership Group, LLC
Dated: 06/28/2023
Recorded: **6/29/2023 as Instrument No. [2023-427726](#)** of Official Records
- Substitution of Trustee and Full Reconveyance Recorded 02/21//2023 as Instrument No.(s) 112258
- 21 A Deed of Trust to secure the indebtedness of
Amount: **\$10,000,000.00**
Trustor: **Receiver Kevin Singer, of Empire Brokerage & Real Estate Service, Inc., dba Receivership Specialists acting solely in its capacity as Superior Court Receiver for the below-listed properties pursuant to Court Order in Superior Court of California, County of Los Angeles, Case No. 21STCV03760 (City of Los angeles, a municipal corporation v. Crest Apartments LP, et al, LASC Case No. 23STCP01011)**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 06/30/2023
Recorded: **7/3/2023 Instrument No. [2023-434822](#)** of Official Records
- 22 An instrument, upon the terms and conditions contained therein
Entitled: Notice of Building(s), Structure(s), or Premises Classified Either Hazardous, Substandard or a Nuisance Property - Abatement Proceedings
Recorded: 9/14/2023 as Instrument No. , [2023-613582](#) , Official Records
- 23 A claim of mechanic's lien
Amount: \$3,300.00
Claimant: Dry Utility Experts, LLC
Recorded: 10/11/2023, as Instrument No. [20230692852](#), Official Records.
- 24 A Deed of Trust to secure the indebtedness of
Amount: **\$2,000,000.00**
Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 11/19/2023
Recorded: **11/15/2023 [20230790145](#)** of Official Records

- 25 A Deed of Trust to secure the indebtedness of
Amount: **\$10,000,000.00**
Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 11/3/2023
Recorded: **1/2/2024 [20240003251](#)** of Official Records
- 26 A Deed of Trust to secure the indebtedness of
Amount: **\$4,071,269.70**
Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 1/11/2024
Recorded: **1/19/2024 [20240044590](#)** of Official Records
- 27 A Deed of Trust to secure the indebtedness of
Amount: **\$10,428,730.30**
Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 1/24/2024
Recorded: **1/25/2024 [20240056756](#)** of Official Records

Schedule C

Guarantee No. CA-2820-1571500-150

Paragraph Numbers: 5 Schedule A
Recording Information: 12/10/1992, as Instrument No. [1992-2322808, Official Records](#)
Mailing Address: Edward Hotel Limited Partnership
c/o Skid Row Housing Trust
315 W. Ninth St., Ste. 410
Los Angeles, CA 90015

Edward Hotel Limited Partnership
c/o Skid Row Housing Trust
315 West Ninth Street, Suite 410
Los Angeles, CA 90015

Paragraph Numbers: 1 Schedule B Part II
Recording Information: 2/2/1990, as Instrument No. [1990-190499, Official Records](#)
Mailing Address: ET System
P.O. Box 75549
Los Angeles, CA 90075-0549

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 9/22/1992, as Instrument No. [1992-1761469, Official Records](#)
Mailing Address: The Community Redevelopment Agency
of the City of Los Angeles, California
354 S. Spring Street, Suite 800
Los Angeles, California 90013
Attention: Myla Wasdin

The Community Redevelopment Agency
of the City of Los Angeles, California
354 South Spring Street, Suite 800
Los Angeles, CA 90013

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 12/30/1993, as Instrument No. [1993-2544244, Official Records](#)
Mailing Address: State of California
Department of Housing & Community Development
P.O. Box 952054
Sacramento, CA 94252-254

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 12/30/1993, as Instrument No. [1993-2544247, Official Records](#)
Mailing Address: The Community Redevelopment Agency
of the City of Los Angeles, California
354 South Spring Street, Suite 800
Los Angeles, CA 90013

Paragraph Numbers: 3 Schedule B Part II
Recording Information: 12/30/1993, as Instrument No. [1993-2544245, Official Records](#)
Mailing Address: Department of Housing & Community Development
P.O. Box 952054
Sacramento, CA 94252-2054

Paragraph Numbers: 4 Schedule B Part II
Recording Information: 12/30/1993, as Instrument No. [1993-2544246, Official Records](#)
Mailing Address: California Department of Housing and Community Development
1800 Third Street,
Sacramento, CA 95814

California Department of Housing and Community Development
P.O. Box 952054
Sacramento, CA 94252-2054

Paragraph Numbers: 5 Schedule B Part II
Recording Information: 8/18/1995, as Instrument No. [1995-1357572, Official Records](#)
Mailing Address: So Cal Finish Carpentry
14300 Davenport Road, Bldg.
Agua Dulce, California 91350-4704

Paragraph Numbers: 5 Schedule B Part II
Recording Information: 7/1/1996, as Instrument No. [1996-1042703, Official Records](#)
Mailing Address: Edward Hotel Limited Partnership
c/o Skid Row Housing Trust
Attn: Michael Alvidrez
1317 E. 7th Street
Los Angeles, CA 90021

Paragraph Numbers: 6 Schedule B Part II
Recording Information: 9/19/1995, as Instrument No. [1995-1526817, Official Records](#)
Mailing Address: ACCI Corporation, dba American Constructors California, Inc.
5200 Warner Avenue
Suite 201
Huntington Beach, CA 92649

Paragraph Numbers: 6 Schedule B Part II
Recording Information: 12/20/1995, as Instrument No. [1995-2024553, Official Records](#)
Mailing Address: American Constructors California, Inc.
5200 Warner Avenue, Suite 201
Huntington Beach, CA 92649

Paragraph Numbers: 6 Schedule B Part II
Recording Information: 7/1/1996, as Instrument No. [1996-1042700, Official Records](#)
Mailing Address: American Constructors California, Inc.
5200 Warner Avenue, Suite 201
Huntington Beach, CA 92649

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 12/18/1995, as Instrument No. [1995-2007311, Official Records](#)
Mailing Address: ACCI Corporation, a California corporation doing business as
American Constructors California, Inc.
c/o Atkinson, Andelson, Loya, Ruud & Romo,
A Professional Corporation
13304 East Alondra Boulevard
Cerritos, CA 90703

Paragraph Numbers: 8 Schedule B Part II
Recording Information: 4/22/1996, as Instrument No. [1996-630788, Official Records](#)
Mailing Address: Tax Credit Allocation Committee
915 Capitol Mall, Room 485
P. O. Box 942809
Sacramento, CA 94209-0001

Tax Credit Allocation Committee
915 Capitol Mall, Room 485
Sacramento, CA 94209-0001

Tax Credit Allocation Committee
P.O. Box 942809
Sacramento, CA 94209-0001

Paragraph Numbers: 9 Schedule B Part II
Recording Information: 4/22/1996, as Instrument No. [1996-630792, Official Records](#)
Mailing Address: Tax Credit Allocation Committee
915 Capitol Mall, Room 485
P. O. Box 942809
Sacramento, CA 92409-0001

Tax Credit Allocation Committee
915 Capitol Mall, Room 485
Sacramento, CA 94209-0001

Tax Credit Allocation Committee
P.O. Box 942809
Sacramento, CA 94209-0001

Paragraph Numbers: 10 Schedule B Part II
Recording Information: 12/14/2020, as Instrument No. [2020-1644408, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 11 Schedule B Part II
Recording Information: 9/14/2021, as Instrument No. [2021-1401353, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 9/14/2021, as Instrument No. [2021-1401354, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 12/9/2021, as Instrument No. [2021-1829437, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 14 Schedule B Part II
Recording Information: 12/9/2021, as Instrument No. [2021-1830332, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 15 Schedule B Part II
Recording Information: 8/9/2022, as Instrument No. [2022-801660, Official Records](#)
Mailing Address: Cefali & Associates, Inc.
4344 Laurel Canyon Blvd. #3
Studio City, CA 91604

Paragraph Numbers: 16 Schedule B Part II
Recording Information: 12/13/2022, as Instrument No. [2022-1160470, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 17 Schedule B Part II
Recording Information: 3/17/2023, as Instrument No. [2023-173956, Official Records](#)
Mailing Address: First National Bank of Omaha
c/o The Dunning Law Firm APC
9619 Chesapeake Dr., Ste. 210
San Diego, CA 92123

First National Bank of Omaha
c/o The Dunning Law Firm APC
9619 Chesapeake Drive, Suite 210
San Diego, CA 92123

Paragraph Numbers: 18 Schedule B Part II
Recording Information: 4/13/2023, as Instrument No. [2023-238024, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd. #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard #107
Santa Monica, CA 90405

Paragraph Numbers: 18 Schedule B Part II
Recording Information: 4/14/2023, as Instrument No. [2023-241009, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 18 Schedule B Part II
Recording Information: 5/9/2023, as Instrument No. [2023-302053](#) , [Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Lso Angeles
c/o California Receivership Group
3435 Ocean Park Blvd. #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 18 Schedule B Part II
Recording Information: 5/19/2023, as Instrument No. [2023-329164](#) , [Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 18 Schedule B Part II
Recording Information: 5/23/2023, as Instrument No. [2023-336213](#) , [Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 104
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 18 Schedule B Part II
Recording Information: 6/1/2023, as Instrument No. [2023-358557](#), [Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd. #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 18 Schedule B Part II
Recording Information: 6/29/2023, as Instrument No. [2023-425483](#), [Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd. #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 18 Schedule B Part II
Recording Information: 6/29/2023, as Instrument No. [2023-427725](#), [Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 19 Schedule B Part II
Recording Information: 4/14/2023, as Instrument No. [2023-241010](#) , [Official Records](#)
Mailing Address: Community Improvement Capital, LLC
c/o Mark S. Adams
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

Community Improvement Capital, LLC
c/o Mark S. Adams
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 19 Schedule B Part II
Recording Information: 5/19/2023, as Instrument No. [2023-329165](#), [Official Records](#)
Mailing Address: Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 19 Schedule B Part II
Recording Information: 5/23/2023, as Instrument No. [2023-336214](#), [Official Records](#)
Mailing Address: Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 20 Schedule B Part II
Recording Information: 6/29/2023, as Instrument No. [2023-427726](#) , [Official Records](#)
Mailing Address: New Hope Receivership Group, LLC
c/o Mark S. Adams
3435 Ocean Park Blvd, Suite 107
Santa Monica, CA 90405

New Hope Receivership Group, LLC
c/o Mark S. Adams
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 21 Schedule B Part II
Recording Information: 7/3/2023, as Instrument No. [2023-434822](#) , [Official Records](#)
Mailing Address: City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 West Olympic Boulevard, Suite 530
Los Angeles, CA 90064

Paragraph Numbers: 22 Schedule B Part II
Recording Information: 9/14/2023, as Instrument No. [2023-613582](#) , [Official Records](#)
Mailing Address: Los Angeles Housing Department
Code Enforcement Division
1200 W. 7th St. Suite 100
Los Angeles, CA 90017

Los Angeles Housing Department
Code Enforcement Division
1200 West 7th Street Suite 100
Los Angeles, CA 90017

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms - The following terms when used in the Guarantee mean:

- (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Exclusions from Coverage of this Guarantee - The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its option as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability - In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance

upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

12. Subrogation Upon Payment or Settlement - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. Arbitration - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract

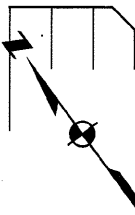
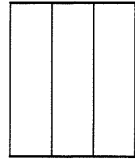
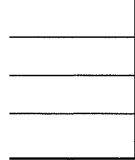
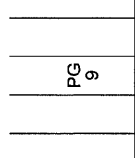
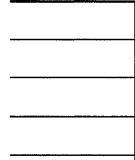
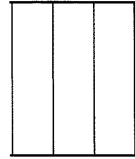
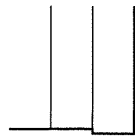
- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston Texas 77252-2029.

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



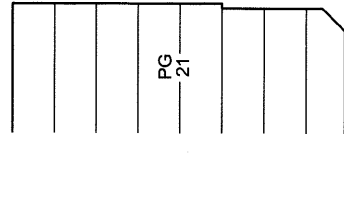
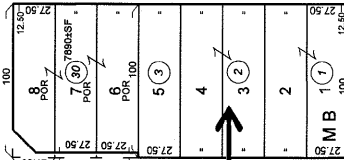
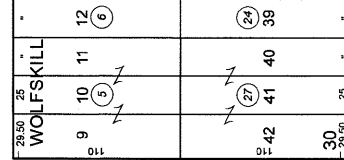
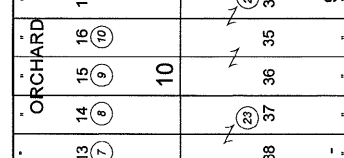
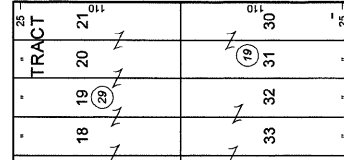
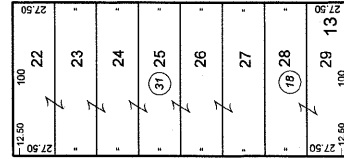
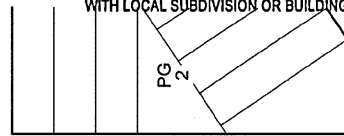
MAPPING AND GIS
 SERVICES
 SCALE 1" = 50'

AVE 8

8 TOWNE

AVE 8

8 STANFORD



ST 83

8 4TH

ST 83

83 5TH

PG 2

PG 21

PG 12

PG 11

MB 1

EXHIBIT 9

Litigation Guarantee

Order No. 150-2383599-05

Subject to the exclusion from coverage, the limits of Liability and other provisions of the conditions and stipulations hereto annexed and made a part of this guarantee, and subject to the further exclusion and limitations that no guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

Real Advantage Title Insurance Company
A Corporation, herein called the Company,

Guarantees

THE ASSURED NAMED IN SCHEDULE A AGAINST ACTUAL MONETARY LOSS OR DAMAGE NOT EXCEEDING THE LIABILITY AMOUNT STATED IN SCHEDULE A WHICH THE ASSURED SHALL SUSTAIN BY REASON OF ANY INCORRECTNESS IN THE ASSURANCE SET FORTH IN SCHEDULE A.

Real Advantage Title Insurance Company

This endorsement is made a part of the policy and is subject to the terms and provisions thereof and of any prior endorsements thereto, and does not require an original signature.

Litigation Guarantee

Subject to the limitations contained herein, the exclusions form coverage, the limits of liability and other provisions of the Limits of liability and other provisions of the conditions and stipulations here to annexed and made a part of this Guarantee,

Real Advantage Title Insurance Company
a Corporation, herein called the Company

GUARANTEES

This assured named in Schedule A against loss not exceeding the liability amount stated in Schedule A which the assured shall Sustain by reason of any incorrectness in the assurance which the company hereby gives that, according to the public records, as of date of guarantee shown in Schedule A:

1. The title to the herein described state or interest in vested in the vestee named in Schedule A.
2. Except for the matters shown in schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.
3.
 - a) The current interest holders claiming some right, title or interest by reason of the matters shown in part II of Schedule B are as shown therein. The vestee named in Schedule A and parties claiming to have some right, title or interest by reason of the matters shown in part II of Schedule B may be necessary to name defendant in action, the nature of which is referred to in Schedule A.
 - b) The current interest holders claiming some right, title or interest by reason of the matters shown in part I of Schedule B may also be necessary to name defendant in an action, the nature of which is referred to in Schedule A. However, no assurance is given hereby as to those current interest holders.
4. The return address for mailing after recording, if any, as shown on each and every document referred to in part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown in Schedule A are shown in Schedule C.

THE LITIGATION GUARANTEE IS FURNISHED SOLELY FOR THE PURPOSE OF FACILITATING THE FILING OF THE ACTION REFERRED TO IN SCHEDULE A. IT SHALL NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSES.

Schedule A

Guarantee No. CA-2820-1584501-150

Liability: \$25,000.00 Premium: \$336.00

1. Name of assured:

Receiver Specialists

2. Date of Guarantee: 03/04/2024

3. This Litigation guarantee is furnished solely for the purposes of facilitating the Filing of an action to:

Receivership

4. The Estate or interest in the land which is covered by this Guarantee is:

A Fee

5. Title to the Estate or interest in the land is vested in:

Hart Limited Partnership, a California limited partnership, subject to paragraph no(s). 13 of Schedule B.

6. The Land referred to in this Guarantee is described as follows:

Lots 25 and 26 in Block 9 of Wolskill Orchard Tract, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 30 Page 9 et seq. of Miscellaneous Records, in the office of the County Recorder of said County.

Parcel No.: 5147-009-017
Also Known as: 508 East 4th Street
Los Angeles CA 90013

Schedule B

Guarantee No. CA-2820-1584501-150

Defects, liens, encumbrances or other matters affecting title:

Part I

- 1 General and Special taxes for the fiscal year 2023-2024, including any assessments collected with current taxes.
- | | |
|-----------------|------------------------------------|
| Total amount | \$9,541.78 |
| 1st installment | \$4,770.90 , Delinquent |
| Penalty | \$477.09 (after 12/11/2023) |
| 2nd installment | \$4,770.88 , open |
| Penalty | \$487.08 (after 04/10/2024) |
| Code area | 13259 - City of Los Angeles - 44 |
| Parcel No. | 5147-009-017 |
| Exemption | \$1,310,212.00 (AO) |
- 2 NOTE: DEFAULTED TAX shown below:
- Delinquent Tax Year(s) and Installment(s): 2022/Both
Total Amount to redeem if paid by:
- | | |
|-------------|------------|
| March 2024, | \$5,682.42 |
| April 2024, | \$5,751.13 |
| May 2024, | \$5,819.85 |
- 3 The Lien of future supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq of the revenue and taxation code of the State of California
- 4 The effect of a map of community facilities district and the notice of special tax authorization and the lien of any taxes or assessments levied by or bonds issued by Downtown Industrial District, filed in Book 188, Page(s) 39, assessment maps, as disclosed by a document recorded [5/29/2003 as Instrument No. 2003-1532007](#), Official Records.
- 5 An Oil and Gas Lease affecting this and other property executed by the owner of said land and by others as owners of other land, for the term and upon the terms, covenants and provisions therein provided
- | | |
|-----------|--|
| Recorded: | 8/15/1966, as Instrument No. 1966-2525 , Official Records. |
| Dated: | 6/17/1966 |
| Term: | said years from date hereof and any other term as provided for therein |
| Lessor: | Andrew Bongiovanni and Angela Bongiovanni |
| Lessee: | Standard Oil Company of California, a corporation |
- The present ownership of said leasehold and other matters affecting the interest of the lessee are not shown herein.
- Said lease affects that portion of said land lying below a depth of 500 feet from the surface thereof without right of surface entry.
- 6 A covenant and agreement by and between the parties named therein, upon and subject to the terms and conditions therein.
- | | |
|-----------|---|
| Recorded: | 10/24/1990, as Instrument No. 1990-1798072 , Official Records |
|-----------|---|
- 7 A covenant and agreement by and between the parties named therein, upon and subject to the terms and conditions therein.
- | | |
|-----------|--|
| Recorded: | 1/18/1991, as Instrument No. 1991-85266 , Official Records |
|-----------|--|
- 8 A covenant and agreement wherein the owners of said land covenant and agree, among other things, that said lands shall be held as one parcel, and that no portion shall be sold separately.
- | | |
|-----------|---|
| Recorded: | 6/27/1991 as Instrument No. 1991-979313 , Official Records. |
|-----------|---|

- 9 An instrument, upon the terms and conditions contained therein
Entitled: Declaration of Restrictive Covenants
Recorded: 12/9/2020, [as Instrument No. 2020-1613593](#), Official Records

Part II

- 1 A Deed of Trust to secure the indebtedness of
Amount: **\$315,000.00**
Trustor: **Arsalan Gozini, a single man as to an undivided 1/2 interest and Norman Pezeshkifar & Elahe Pezeshkifar, husband and wife as to an undivided 1/2 interest**
Trustee: Commerce Enterprises, Inc., a California corporation
Beneficiary: Angela Bongiovanni, a single woman
Dated: 11/25/1986
Recorded: **12/1/1986** [as Instrument No. 1986-1656711](#) of Official Records

- 2 A Deed of Trust to secure the indebtedness of
Amount: **\$1,282,742.00**
Trustor: **Fourth and Sixth Street Partners, a California Private, Nonprofit Corporation**
Trustee: Ticor Title Insurance, a California corporation
Beneficiary: The Community Redevelopment Agency of the City of Los Angeles, California
Dated: 8/28/1990
Recorded: **10/24/1990** [as Instrument No. 1990-1798073](#) of Official Records

An agreement modifying said Deed of Trust was recorded 7/5/1991, [as Instrument No. 1991-1027925](#), of Official Records

Dated: 6/19/1991

Executed by: the Community Redevelopment Agency of the City of Los Angeles, California, a public body, corporate and politic and Hart Limited Partnership, a California limited partnership

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 3 of Schedule B Part II, by an agreement

Recorded: 7/5/1991, [as Instrument No. 1991-1027926](#), Official Records.

Substitution of Trustee, Recorded 10/26/2023 as Instrument No. 20230732824

Notice of Default, Recorded 10/26/2023 as Instrument No. 20230732825

- 3 A Deed of Trust to secure the indebtedness of
Amount: **\$939,320.00**
Trustor: **Hart Limited Partnership, a California Limited Partnership**
Trustee: Commerce Enterprises Inc., a California Corporation
Beneficiary: The California Department of Housing and Community development
Dated: 7/3/1991
Recorded: **7/5/1991** [as Instrument No. 1991-1027923](#) of Official Records

An instrument, upon the terms and conditions contained therein

Entitled: Agreement Regarding Priority

Dated: 3/30/2023

Executed by and between: the Department of Housing and Community Development, a public agency of the State of California and the Department of Housing and Community Development, the California Housing Rehabilitation Program - Rental Component

Recorded: 4/5/2023, [as Instrument No. 2023-216414](#) of Official Records

- 4 An instrument, upon the terms and conditions contained therein
Entitled: Memorandum of Regulatory Agreement
California Housing Rehabilitation Program - Rental Component
Dated: 6/28/1991
Executed by and between: Hart Limited Partnership, a California Limited Partnership and the Department of Housing
and Community Development
Recorded: 7/5/1991, [as Instrument No. 1991-1027924](#) of Official Records
- 5 An instrument, upon the terms and conditions contained therein
Entitled: Regulatory Agreement
Dated: 12/31/1992
Executed by and between: Tax Credit Allocation Committee and Hart Limited Partnership
Recorded: 1/27/1993, [as Instrument No. 1993-157593](#) of Official Records
- 6 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$326.72**
Taxpayer: **Skid Row Housing Trust Lessee**
Year/account no.: 20/49105752
Recorded: **12/14/2020** as Instrument No. [2020-1644408](#), Official Records
- 7 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$158.21**
Taxpayer: **Skid Row Housing Trust Inc**
Lessee
Lessee
Year/account no.: 20/49914183
Recorded: **09/14/2021** as Instrument No. [2021-1401353](#), Official Records
- 8 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$145.73**
Taxpayer: **Skid Row Housing Trust Inc**
Lessee
Lessee
Year/account no.: 20/49914184
Recorded: **09/14/2021** as Instrument No. [2021-1401354](#), Official Records
- 9 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$101.62**
Taxpayer: **Skid Row Housing Trust Inc**
Lessee
Year/account no.: 21/49112595
Recorded: **12/09/2021** as Instrument No. [2021-1829437](#), Official Records
- 10 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$65.61**
Taxpayer: **The Skid Row Housing Trust**
Lessee
Year/account no.: 21/49118982
Recorded: **12/09/2021** as Instrument No. [2021-1830332](#), Official Records

- 11 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$163.20**
Taxpayer: **The Skid Row Housing Trust**
Lessee
Year/account no.: 22/49118037
Recorded: **12/13/2022** as Instrument No. [2022-1160470](#) , Official Records
- 12 An Abstract of Judgment
Recorded: **3/17/2023** as Instrument No. [2023-173956](#) , Official Records.
Entered: 3/1/2023
Case no.: 22STCV05125
Court: Superior Court of California, County of Los Angeles
Judicial District: Central Division
Amount: **\$27,880.32** plus interest and costs.
In favor of: First National Bank of Omaha, a National Banking Association
Against: **Skid Row Housing Trust a Corporation**
- Attorney for judgment creditor or mailing address:
Name: The Dunning Law Firm APC
Donald T. Dunning
James MacLeod
Address: 9619 Chesapeake Dr., Ste 210
San Diego, CA 92123
- 13 An instrument, upon the terms and conditions contained therein
Entitled: Order Granting Ex Parte Application for an Order Appointing Receiver Pursuant to California Health and Safety Code Section 17980.7 Case No. 23STCP01011
Recorded: 4/13/2023, [as Instrument No. 2023-238024](#), Official Records
- An instrument, upon the terms and conditions contained therein
Entitled: Receiver's Certificate No. 1
Recorded: 4/14/2023, [as Instrument No. 2023-241009](#), Official Records
- An instrument, upon the terms and conditions contained therein
Entitled: Order Authorizing Collection of Rents and Increase to Super-Priority Receiver's Certificate Case No. 23STCP01011
Recorded: 5/9/2023, [as Instrument No. 2023-302053](#), Official Records
- An instrument, upon the terms and conditions contained therein
Entitled: Receiver's Certificate No. 2
Recorded: 5/19/2023, [as Instrument No. 2023-329164](#), Official Records
- An instrument, upon the terms and conditions contained therein
Entitled: Receiver's Certificate No. 3
Recorded: 5/23/2023, [as Instrument No. 2023-336213](#), Official Records
- An instrument, upon the terms and conditions contained therein
Entitled: Order Increasing the Receiver's Certificate Case No. 23STCP01011
Recorded: 6/1/2023, [as Instrument No. 2023-358557](#), Official Records
- An instrument, upon the terms and conditions contained therein
Entitled: Order Authorizing Receiver to Borrow Additional Funds Pursuant to Receiver's Certificate Case No. 23STCP01011
Recorded: 6/29/2023, [as Instrument No. 2023-425483](#), Official Records
- An instrument, upon the terms and conditions contained therein
Entitled: Receiver's Certificate No. 4
Recorded: 6/29/2023, [as Instrument No. 2023-427725](#), Official Records

Release of Receiver's Certificate, Recorded 11/16/2023, as Instrument No.(s) 20230793538, 20230793539 and 20240793540

Notice of Rescission of Receiver's Certificate No. 4, Recorded 02/23/2024 as Instrument No. 20240121431

- 14 A Deed of Trust to secure the indebtedness of
Amount: **\$500,000.00**
Trustor: **California Receivership Group, Inc., a California Benefit Corporation, solely in Its capacity as Receiver for Properties**
Trustee: Total Lender Solutions, Inc.
Beneficiary: Community Improvement Capital, LLC
Dated: 4/11/2023
Recorded: **4/14/2023** [as Instrument No. 2023-241010](#) of Official Records

An agreement modifying said Deed of Trust was recorded 5/19/2023, [as Instrument No. 2023-329165](#), of Official Records

Dated: 5/18/2023

Executed by: California Receivership Group, Inc., a California Benefit Corporation, solely in its capacity as Receiver and Total Lender Solutions, Inc. and Community Improvement Capital, LLC.

An agreement modifying said Deed of Trust was recorded 5/23/2023, [as Instrument No. 2023-336214](#), of Official Records

Dated: 5/20/2023

Executed by: California Receivership Group, Inc., a California Benefit Corporation, solely in its capacity as Receiver and Total Lender Solutions, Inc. and Community Improvement Capital, LLC

Substitution of Trustee and Full Reconveyance, Recorded 11/16/2023 as Instrument No.(s) 20230793535, 20230793536, and 20230793536

- 15 A Deed of Trust to secure the indebtedness of
Amount: **\$4,348,116.33**
Trustor: **California Receivership Group, Inc., a California Benefit Corporation, solely in its capacity as Receiver for Properties**
Trustee: Total Lender Solutions, Inc.
Beneficiary: New Hope Receivership Group, LLC
Dated: 6/28/2023
Recorded: **6/29/2023** [as Instrument No. 2023-427726](#) of Official Records

Substitution of Trustee and Full Reconveyance, Recorded 02/21/2024 as Instrument No 20240112258

- 16 A Deed of Trust to secure the indebtedness of
Amount: **\$10,000,000.00**
Trustor: **Receiver Kevin Singer, of Empire Brokerage & Real Estate Service, Inc. dba Receivership Specialists acting solely in its capacity as Superior Court Receiver for the below-listed properties pursuant to Court Order in Superior Court of California, County of Los Angeles, Case No. 21STCV03760 (City of Los Angeles, a municipal corporation v. Crest Apartments LP, et. al., LASC Case No. 23STCP01011)**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 6/30/2023
Recorded: **7/3/2023** [as Instrument No. 2023-434822](#) of Official Records

- 17 An instrument, upon the terms and conditions contained therein
Entitled: Notice of Building(s), Structure(s), or Premises Classified Either Hazardous, Substandard or a Nuisance Property-Abatement Proceedings
Recorded: 9/14/2023, [as Instrument No. 2023-613580](#), Official Records

- 18 A Deed of Trust to secure the indebtedness of
Amount: **\$2,000,000.00**
Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 1/24/2024
Recorded: **11/15/2023 [20230790145](#)** of Official Records
- 19 A Deed of Trust to secure the indebtedness of
Amount: **\$10,000,000.00**
Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 11/3/2023
Recorded: **1/2/2024 [20240003251](#)** of Official Records
- 20 A Deed of Trust to secure the indebtedness of
Amount: **\$4,071,269.70**
Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 1/11/2024
Recorded: **1/19/2024 [20240044590](#)** of Official Records
- 21 A Deed of Trust to secure the indebtedness of
Amount: **\$10,428,730.30**
Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 1/24/2024
Recorded: **1/25/2024 [20240056756](#)** of Official Records

Schedule C

Guarantee No. CA-2820-1584501-150

Paragraph Numbers: 5 Schedule A
Recording Information: 7/5/1991, as Instrument No. [1991-1027922, Official Records](#)
Mailing Address: Hart Limited Partnership
315 W. Ninth St., Suite 410
Los Angeles, CA 90015

Hart Limited Partnership
315 West Ninth Street, Suite 410
Los Angeles, CA 90015

Paragraph Numbers: 1 Schedule B Part II
Recording Information: 12/1/1986, as Instrument No. [1986-1656711, Official Records](#)
Mailing Address: Angela Bongiovanni
2543 Canyon Drive
Los Angeles, Ca. 90028

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 10/24/1990, as Instrument No. [1990-1798073, Official Records](#)
Mailing Address: The Community Redevelopment Agency
of the City of Los Angeles, California
354 South Spring Street, Suite 600
Los Angeles, California 90013

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 7/5/1991, as Instrument No. [1991-1027925, Official Records](#)
Mailing Address: The Community Redevelopment Agency
of the City of Los Angeles, California
354 S. Spring Street, Suite 600
Los Angeles, CA 90013

The Community Redevelopment Agency
of the City of Los Angeles, California
354 South Spring Street, Suite 600
Los Angeles, CA 90013

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 7/5/1991, as Instrument No. [1991-1027926, Official Records](#)
Mailing Address: The Community Redevelopment Agency of
The City of Los Angeles, California
354 South Spring Street, Suite 600
Los Angeles, California 90013

Paragraph Numbers: 3 Schedule B Part II
Recording Information: 7/5/1991, as Instrument No. [1991-1027923, Official Records](#)
Mailing Address: Department of Housing and
Community Development
P.O. Box 952054
Sacramento, CA 94252-2054

California Department of Housing and Community Development
1800 Third Street
Sacramento, CA 95814

Paragraph Numbers: 3 Schedule B Part II
Recording Information: 4/5/2023, as Instrument No. [2023-216414, Official Records](#)
Mailing Address: Department of Housing and
Community Development
Compliance Resolution Program
P.O. Box 952054
Sacramento, CA 94252-2054

Department of Housign and
Community Development
Compliance Resolution Program
2020 West El Camino Blvd, Ste. 400
Sacramento, CA 95833

Department of Housing and Community Development
Compliance Resolution Program
2020 West El Camino Boulevard, Suite 400
Sacramento, CA 95833

Paragraph Numbers: 4 Schedule B Part II
Recording Information: 7/5/1991, as Instrument No. [1991-1027924, Official Records](#)
Mailing Address: Department of Housing & Community Development
P.O. Box 952054
Sacramento, California 94252-2054

Paragraph Numbers: 5 Schedule B Part II
Recording Information: 1/27/1993, as Instrument No. [1993-157593, Official Records](#)
Mailing Address: The Credit Allocation Committee
915 Capitol Mall, Room 485
Sacramento, CA 95814

Paragraph Numbers: 6 Schedule B Part II
Recording Information: 12/14/2020, as Instrument No. [2020-1644408, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 9/14/2021, as Instrument No. [2021-1401353, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 8 Schedule B Part II
Recording Information: 9/14/2021, as Instrument No. [2021-1401354, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 9 Schedule B Part II
Recording Information: 12/9/2021, as Instrument No. [2021-1829437, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 10 Schedule B Part II
Recording Information: 12/9/2021, as Instrument No. [2021-1830332, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 11 Schedule B Part II
Recording Information: 12/13/2022, as Instrument No. [2022-1160470, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 3/17/2023, as Instrument No. [2023-173956, Official Records](#)
Mailing Address: First National Bank of Omaha
c/o The Dunning Law Firm APC
9619 Chesapeake Dr., Ste. 210
San Diego, CA 92123

First National Bank of Omaha
c/o The Dunning Law Firm APC
9619 Chesapeake Drive, Suite 210
San Diego, CA 92123

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 4/13/2023, as Instrument No. [2023-238024, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard #107
Santa Monica, CA 90405

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 4/14/2023, as Instrument No. [2023-241009, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 5/9/2023, as Instrument No. [2023-302053, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard # 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 5/19/2023, as Instrument No. [2023-329164, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 5/23/2023, as Instrument No. [2023-336213, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 6/1/2023, as Instrument No. [2023-358557, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard # 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 6/29/2023, as Instrument No. [2023-425483, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard # 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 6/29/2023, as Instrument No. [2023-427725, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 14 Schedule B Part II
Recording Information: 4/14/2023, as Instrument No. [2023-241010, Official Records](#)
Mailing Address: Community Improvement Capital, LLC
c/o Mark S. Adams
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

Community Improvement Capital, LLC
c/o Mark S. Adams
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 14 Schedule B Part II
Recording Information: 5/19/2023, as Instrument No. [2023-329165, Official Records](#)
Mailing Address: Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd, Suite 107
Santa Monica, CA 90405

Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 14 Schedule B Part II
Recording Information: 5/23/2023, as Instrument No. [2023-336214, Official Records](#)
Mailing Address: Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd, Suite 107
Santa Monica, CA 90405

Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 15 Schedule B Part II
Recording Information: 6/29/2023, as Instrument No. [2023-427726, Official Records](#)
Mailing Address: New Hope Receivership Group, LLC
c/o Mark S. Adams
3435 Ocean Park Blvd, Suite 107
Santa Monica, CA 90405

New Hope Receivership Group, LLC
c/o Mark S. Adams
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 16 Schedule B Part II
Recording Information: 7/3/2023, as Instrument No. [2023-434822, Official Records](#)
Mailing Address: City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 West Olympic Boulevard, Suite 530
Los Angeles, CA 90064

Paragraph Numbers: 17 Schedule B Part II
Recording Information: 9/14/2023, as Instrument No. [2023-613580, Official Records](#)
Mailing Address: Los Angeles Housing Department
Code Enforcement Division
1200 W. 7th St. Suite 100
Los Angeles, CA 90017

Los Angeles Housing Department
Code Enforcement Division
1200 West 7th Street Suite 100
Los Angeles, CA 90017

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms - The following terms when used in the Guarantee mean:

- (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Exclusions from Coverage of this Guarantee - The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its option as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability - In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance

upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

12. Subrogation Upon Payment or Settlement - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. Arbitration - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston Texas 77252-2029.

REVISED
4-2-82
7/11/84
86/12/30/87-83
6/10/88

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

47 9
SCALE 1" = 50'

2008

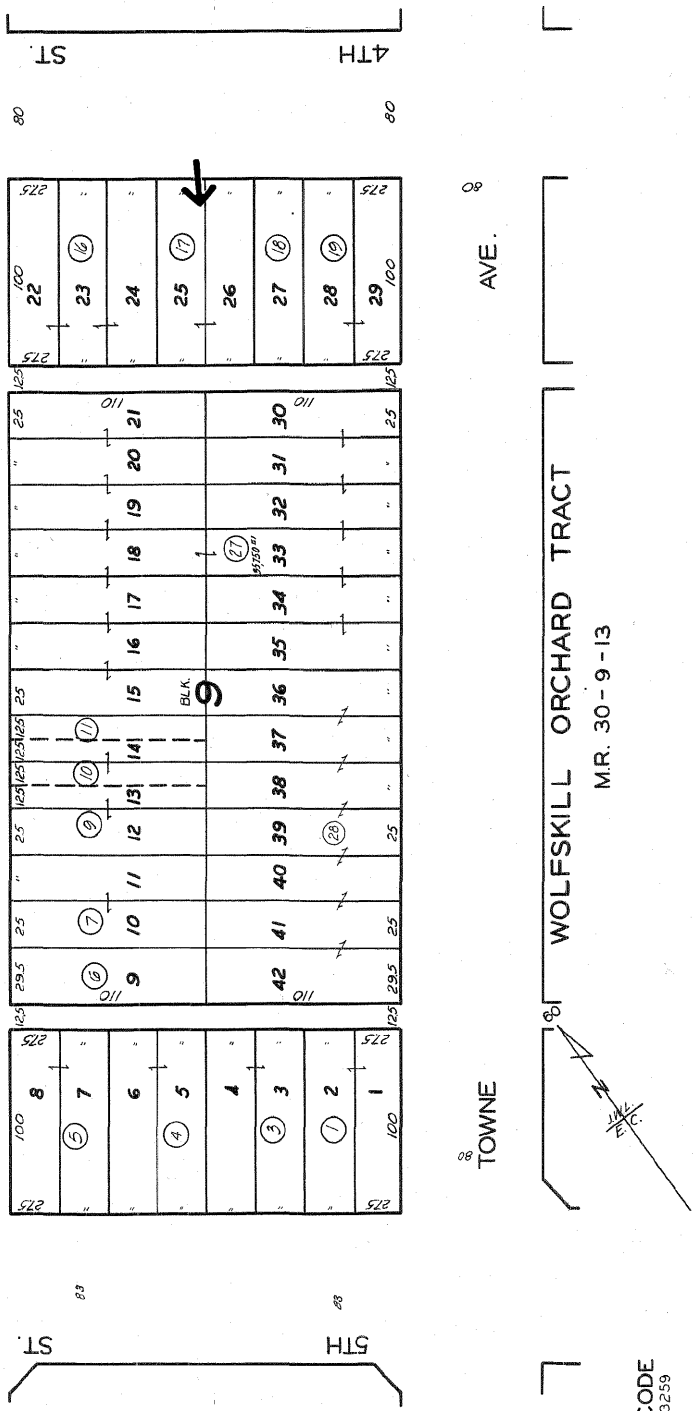


EXHIBIT 10

Litigation Guarantee

Order No. 150-2397216-05

Subject to the exclusion from coverage, the limits of Liability and other provisions of the conditions and stipulations hereto annexed and made a part of this guarantee, and subject to the further exclusion and limitations that no guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

Real Advantage Title Insurance Company
A Corporation, herein called the Company,

Guarantees

THE ASSURED NAMED IN SCHEDULE A AGAINST ACTUAL MONETARY LOSS OR DAMAGE NOT EXCEEDING THE LIABILITY AMOUNT STATED IN SCHEDULE A WHICH THE ASSURED SHALL SUSTAIN BY REASON OF ANY INCORRECTNESS IN THE ASSURANCE SET FORTH IN SCHEDULE A.

Real Advantage Title Insurance Company

This endorsement is made a part of the policy and is subject to the terms and provisions thereof and of any prior endorsements thereto, and does not require an original signature.

Litigation Guarantee

Subject to the limitations contained herein, the exclusions form coverage, the limits of liability and other provisions of the Limits of liability and other provisions of the conditions and stipulations here to annexed and made a part of this Guarantee,

Real Advantage Title Insurance Company
a Corporation, herein called the Company

GUARANTEES

This assured named in Schedule A against loss not exceeding the liability amount stated in Schedule A which the assured shall Sustain by reason of any incorrectness in the assurance which the company hereby gives that, according to the public records, as of date of guarantee shown in Schedule A:

1. The title to the herein described state or interest in vested in the vestee named in Schedule A.
2. Except for the matters shown in schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.
3.
 - a) The current interest holders claiming some right, title or interest by reason of the matters shown in part II of Schedule B are as shown therein. The vestee named in Schedule A and parties claiming to have some right, title or interest by reason of the matters shown in part II of Schedule B may be necessary to name defendant in action, the nature of which is referred to in Schedule A.
 - b) The current interest holders claiming some right, title or interest by reason of the matters shown in part I of Schedule B may also be necessary to name defendant in an action, the nature of which is referred to in Schedule A. However, no assurance is given hereby as to those current interest holders.
4. The return address for mailing after recording, if any, as shown on each and every document referred to in part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown in Schedule A are shown in Schedule C.

THE LITIGATION GUARANTEE IS FURNISHED SOLELY FOR THE PURPOSE OF FACILITATING THE FILING OF THE ACTION REFERRED TO IN SCHEDULE A. IT SHALL NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSES.

Schedule A

Guarantee No. CA-2820-1584564-150

Liability: \$25,000.00 Premium: \$420.00

1. Name of assured:
Receivership Specialists
2. Date of Guarantee: 3/6/2024
3. This Litigation guarantee is furnished solely for the purposes of facilitating the Filing of an action to:
Receivership
4. The Estate or interest in the land which is covered by this Guarantee is:
A Fee
5. Title to the Estate or interest in the land is vested in:
[Skid Row Southeast 1 LP, a California limited partnership](#)
6. The Land referred to in this Guarantee is described as follows:

Lots 55 of Industrial Center Tract, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 12, Page 101, of Miscellaneous Records, in the Office of the County Recorder of said County.

Parcel No.: 5164-009-012
Also Known as: 1205 East 6th Street
Los Angeles CA 90021

Schedule B

Guarantee No. CA-2820-1584564-150

Defects, liens, encumbrances or other matters affecting title:

Part I

1 General and Special taxes for the fiscal year 2024-2025, including any assessments collected with taxes. A lien not yet payable.

First installment due and payable 11/01/2024, delinquent if not paid by 12/10/2024
Second installment due and payable 02/01/2025, delinquent if not paid by 04/10/2025

2 General and Special taxes for the fiscal year 2023-2024, including any assessments collected with current taxes.

Total amount	\$3,331.61
1st installment	\$1,665.81 , delinquent
Penalty	\$166.58 (after 12/11/2023)
2nd installment	\$1,665.80 , open
Penalty	\$176.58 (after 04/10/2024)
Code area	15117 - City of Los Angeles-44
Parcel No.	5164-009-012
Exemption	\$1,901,309.00 (AO)

3 NOTE: DEFAULTED TAX shown below:

Delinquent Tax Year(s) and Installment(s): 2022/Both
Total Amount to redeem if paid by:
 March 2024, \$1,933.45
 April 2024, \$1,956.63
 May 2024, \$1,979.81

4 The Lien of future supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq of the revenue and taxation code of the State of California

5 The effect of a map of community facilities district and the notice of special tax authorization and the lien of any taxes or assessments levied by or bonds issued by Arts District Business Improvement District, filed in Book (not shown), Page(s) (not shown), assessment maps, as disclosed by a document recorded [11/03/2011 as Instrument No. 2011-1495120](#), Official Records.

6 The provisions of an Agreement relating to a wall on the Northeasterly line of said land, executed by Walter P. Stone, an unmarried man, and William Roy Williamson, a single man (as successor in interest of R. B Williamson and Mary Lucy Williamson, his wife), dated May 26, 1925, and recorded in Book 13231, Page 397, of Official Records

And recorded 06/03/1929 in Book 16275, Page 217, of Official Records

7 An Oil and Gas Lease affecting this and other property executed by the owner of said land and by others as owners of other land, for the term and upon the terms, covenants and provisions therein provided

Recorded:	09/02/1966, as Instrument No. 1966-2137, Official Records.
Dated:	07/25/1966
Term:	10 years from date hereof and any other term as provided for therein
Lessor:	Yasujiro Kawazaki by Tayeko F. Takeshita, his attorney
Lessee:	Standard Oil Company of California, a corporation

The present ownership of said leasehold and other matters affecting the interest of the lessee are not shown herein.

Said lease affects that portion of said land lying below a depth of 500 feet from the surface thereof without right of surface entry.

- 8 An instrument, upon the terms and conditions contained therein
 Entitled: Agreement Containing Covenants Affecting Real Property
 Recorded: 11/29/1990, as Instrument No. 1990-1980396, Official Records

An instrument declaring a modification thereof was recorded 12/4/2015 as Instrument No. [2015-1525394](#), Official Records

- 9 An instrument, upon the terms and conditions contained therein
 Entitled: Covenant and Agreement Regarding Maintenance of Building
 Recorded: 01/18/1991, as Instrument No. 1991-85267, Official Records

- 10 An instrument, upon the terms and conditions contained therein
 Entitled: Covenant and Agreement Regarding Maintenance of Building
 Recorded: 06/26/1991, as Instrument No. 1991-968537, Official Records

- 11 An instrument, upon the terms and conditions contained therein
 Entitled: Covenant and Agreement Regarding Maintenance of Building
 Recorded: 05/05/1992, as Instrument No. 1992-804894, Official Records

- 12 An instrument, upon the terms and conditions contained therein
 Entitled: Conditions, and Restrictions (Industry Program- Project No. YY1233)
 Recorded: 04/17/2013, as Instrument No. 2013-573274, Official Records

An instrument declaring a modification thereof was recorded 12/04/2015 as Instrument No. 2015-1525422, Official Records

Part II

- 1 A Deed of Trust to secure the indebtedness of
 Amount: **\$1,681,000.00**
 Trustor: **Skid Row Housing Trust, a California non-profit public benefit corporation**
 Trustee: GT Service Corporation, a California corporation
 Beneficiary: The Community Redevelopment Agency of the City of Los Angeles, California
 Dated: 6/26/1990
 Recorded: **11/29/1990** [as Instrument No. 1990-1980398](#) of Official Records

An agreement which provides for the assumption of an agreement to pay the NOTE secured by, and to perform the Obligations in and be bound by the terms of said Deed of Trust, recorded 11/29/1990, as Instrument No. [1990-1980618](#), of Official Records.

Dated: 6/26/1990
 Executed by: Skid Row Housing Trust, a California non-profit public benefit corporation and Fourth & Sixth Street Partners, a California general partnership

An agreement modifying said Deed of Trust was recorded 7/2/1991, [as Instrument No. 1991-1010980](#), of Official Records

Dated: 6/19/1990
 Executed by: The Community Redevelopment of the City of Los Angeles, California, a public body, corporate and politic and Martinez Limited Partnership, a California limited partnership

An agreement modifying said Deed of Trust was recorded 12/4/2015, [as Instrument No. 2015-1525395](#), of Official Records

Dated: 12/01/2015
 Executed by: Skid Row Southeast 1 LP, a California limited partnership and the Department of Housing and Community Development, a public agency of the State of California

Request that a copy of any notice of default and a copy of any notice of sale under said Deed of Trust be mailed

To : State of California
Department of Housing and Community Development
Asset Management and Compliance
At : P. O. Box 952054
Sacramento, CA 94252-2054
Attn: Closings Manager
Recorded : 12/4/2015 as Instrument No. [2015-1525448](#), Official Records.

An instrument, upon the terms and conditions contained therein
Entitled: Assignment, Assumption, and Consent Agreement
Recorded: 12/4/2015, [as Instrument No. 2015-1525391](#), Official Records

2 An instrument, upon the terms and conditions contained therein
Entitled: Regulatory Agreement
Recorded: 12/18/1992, [as Instrument No. 1992-2382197](#), Official Records

An instrument, upon the terms and conditions contained therein
Entitled: Assumption of Regulatory Agreement
Federal Credits
Recorded: 12/4/2015, [as Instrument No. 2015-1525432](#), Official Records

The lien or charge of said instrument was subordinated to the lien or charge of the Deed of Trust shown in paragraph 7, of Schedule B
Recorded: 12/4/2015 as Instrument No. [2015-1525434](#), Official Records.

3 An instrument, upon the terms and conditions contained therein
Entitled: Regulatory Agreement
Federal Credits Only
Recorded: 11/19/1993, [as Instrument No. 1993-2278936](#), Official Records

The lien or charge of said instrument was subordinated to the lien or charge of the Deed of Trust shown in paragraph 7, of Schedule B
Recorded: 12/4/2015 as Instrument No. [2015-1525434](#), Official Records.

4 An instrument, upon the terms and conditions contained therein
Entitled: Easement and Memorandum of Agreement
Recorded: 6/13/2008, [as Instrument No. 2008-1052337](#), Official Records

The lien or charge of said instrument was subordinated to the lien or charge of the Deed of Trust shown in paragraph 7, of Schedule B
Recorded: 12/4/2015 as Instrument No. [2015-1525435](#), Official Records.

5 A Deed of Trust to secure the indebtedness of
Amount: **\$221,216.00**
Trustor: **Martinez Limited Partnership, a California limited partnership**
Trustee: Orange Coast Title Company, a California corporation
Beneficiary: the City of Los Angeles, a municipal corporation
Dated: 3/30/2011
Recorded: **4/8/2011** [as Instrument No. 2011-517180](#) of Official Records

The beneficial interest under said Deed of Trust was assigned
To: Skid Row Southeast 1, L.P., a California limited partnership
By Assignment Recorded: 12/4/2015, [as Instrument No. 2015-1525390](#), Official Records.

An instrument declaring a modification thereof was recorded 12/4/2015 as Instrument No. [2015-1525397](#), Official Records

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 9 of Schedule B, by an agreement

Recorded: 12/4/2015, [as Instrument No. 2015-1525420](#), Official Records.

Request that a copy of any notice of default and a copy of any notice of sale under said Deed of Trust be mailed

To : State of California
Department of Housing and Community Development
Asset Management and Compliance
At : P. O. Box 952054
Sacramento, CA 94252-2054
Attn: Closings Manager

Recorded : 12/4/2015 as Instrument No. [2015-1525449](#), Official Records.

An instrument declaring a modification thereof was recorded 7/2/2018 as Instrument No. [2018-658878](#), Official Records

6 A Deed of Trust to secure the indebtedness of

Amount: **\$Not Shown**
Trustor: **Martinez Limited Partnership, a California limited partnership**
Trustee: Lawyer's Title Insurance Corporation
Beneficiary: the Housing Authority of the County of Los Angeles, a public body corporate and politic
Dated: 4/1/2013
Recorded: **4/17/2013** [as Instrument No. 2013-573275](#) of Official Records

An agreement modifying said Deed of Trust was recorded 12/4/2015, [as Instrument No. 2015-1525423](#), of Official Records

Dated: 12/3/2015
Executed by: Skid Row Southeast 1, LP; Lawyers' Title Insurance Corporation and the Housing Authority of the County of Los Angeles, a public body corporate and politic

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 7 of Schedule B, by an agreement

Recorded: 12/4/2015, [as Instrument No. 2015-1525424](#), Official Records.

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 9 of Schedule B, by an agreement

Recorded: 12/4/2015, [as Instrument No. 2015-1525425](#), Official Records.

Request that a copy of any notice of default and a copy of any notice of sale under said Deed of Trust be mailed

To : State of California
Department of Housing and Community Development
Asset Management and Compliance
At : P. O. Box 952054
Sacramento, CA 94252-2054
Attn: Closings Manager

Recorded : 12/4/2015 as Instrument No. [2015-1525450](#), Official Records.

7 A Deed of Trust to secure the indebtedness of

Amount: **\$9,329,823.00**
Trustor: **Skid Row Southeast 1 LP, a California limited partnership**
Trustee: American Securities Company, a California corporation
Beneficiary: City of Los Angeles, a charter city and a municipal corporation
Dated: 12/1/2015
Recorded: **12/4/2015** [as Instrument No. 2015-1525383](#) of Official Records

The beneficial interest under said Deed of Trust was assigned

To: U.S. Bank National Association, a national banking association
By Assignment Recorded: 12/4/2015, [as Instrument No. 2015-1525384](#), Official Records.

Request that a copy of any notice of default and a copy of any notice of sale under said Deed of Trust be mailed

To : State of California
Department of Housing and Community Development
Asset Management and Compliance
At : P. O. Box 952054
Sacramento, CA 94252-2054
Attn: Closings Manager
Recorded : 2/23/2016 as Instrument No. [2016-190976](#), Official Records.

8 An instrument, upon the terms and conditions contained therein
Entitled: Department of Housing and Community Development

Loan Portfolio Restructuring Program

Regulatory Agreement
Recorded: 12/4/2015, [as Instrument No. 2015-1525385](#), Official Records

9 A Deed of Trust to secure the indebtedness of
Amount: **\$4,336,722.89**
Trustor: **Skid Row Southeast 1 LP, a California limited partnership**
Trustee: Commonwealth Land Title Company, a California corporation
Beneficiary: the Department of Housing and Community Development, a public agency of the State of California
Dated: 12/1/2015
Recorded: **12/4/2015** [as Instrument No. 2015-1525386](#) of Official Records

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 7 of Schedule B, by an agreement

Recorded: 12/4/2015, [as Instrument No. 2015-1525387](#), Official Records.

10 An instrument, upon the terms and conditions contained therein
Entitled: Regulatory Agreement
Recorded: 12/4/2015, [as Instrument No. 2015-1525421](#), Official Records

An instrument declaring a modification thereof was recorded 7/2/2018 as Instrument No. [2018-658879](#), Official Records

11 A Deed of Trust to secure the indebtedness of
Amount: **\$1,500,000.00**
Trustor: **Skid Row Southeast 1 LP, a California limited partnership**
Trustee: Southern California Edison Company, a Corporation
Beneficiary: The Skid Row Housing Trust, a California nonprofit public benefit corporation
Dated: 12/1/2015
Recorded: **12/4/2015** [as Instrument No. 2015-1525426](#) of Official Records

The beneficial interest under said Deed of Trust was assigned

To: AHP Lender
By Assignment Recorded: 12/4/2015, [as Instrument No. 2015-1525427](#), Official Records.

Request that a copy of any notice of default and a copy of any notice of sale under said Deed of Trust be mailed

To : State of California
Department of Housing and Community Development
Asset Management and Compliance
At : P. O. Box 952054
Sacramento, CA 94252-2054
Attn: Closings Manager
Recorded : 2/23/2016 as Instrument No. [2016-190975](#), Official Records.

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 9 of Schedule B, by an agreement

Recorded: 12/4/2015, [as Instrument No. 2015-1525428](#), Official Records.

- 12 A Deed of Trust to secure the indebtedness of
Amount: **\$338,769.00**
Trustor: **Skid Row Southeast 1 LP, a California limited partnership**
Trustee: Commonwealth Land Title Company, a California corporation
Beneficiary: Skid Row Southeast 1 GP LLC, a California limited liability company
Dated: 12/1/2015
Recorded: **12/4/2015** [as Instrument No. 2015-1525429](#) of Official Records

Request that a copy of any notice of default and a copy of any notice of sale under said Deed of Trust be mailed

To : State of California
Department of Housing and Community Development
Asset Management and Compliance
At : P. O. Box 952054
Sacramento, CA 94252-2054
Attn: Closings Manager

Recorded : 2/23/2016 as Instrument No. [2016-190974](#), Official Records.

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 7 of Schedule B, by an agreement

Recorded: 12/4/2015, [as Instrument No. 2015-1525430](#), Official Records.

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 9 of Schedule B, by an agreement

Recorded: 12/4/2015, [as Instrument No. 2015-1525431](#), Official Records.

- 13 An instrument, upon the terms and conditions contained therein
Entitled: Subordination Agreement
(Purchase Option and Right of First Refusal)
Dated: 12/1/2015
Executed by and between: Skid Row Southeast 1 LP, a California limited partnership, Skid Row Southeast 1 GP LLC, a California limited liability company and the Department of Housing and Community Development, a public agency of the State of California
Recorded: 12/4/2015, [as Instrument No. 2015-1525436](#) of Official Records

- 14 An instrument, upon the terms and conditions contained therein
Entitled: Payment Bond
Executed by: LTD Construction Services G.P. dba Walton Construction Services and The Hanover Insurance Company
Amount: \$5,665,318.00, together with penalties and costs, if any
Recorded: 12/4/2015, [as Instrument No. 2015-1525437](#), Official Records.

For additional information please contact:

LTD Construction Services, G.P. dba
Walton Construction Services
358 E. Foothill Blvd.,
San Dimas, CA 91773

- 15 An instrument, upon the terms and conditions contained therein
Entitled: Performance Bond
Executed by: LTD Construction Services G.P. dba Walton Construction Services and The Hanover Insurance Company
Amount: \$5,665,318.00, together with penalties and costs, if any
Recorded: 12/4/2015, [as Instrument No. 2015-1525446](#), Official Records.
- For additional information please contact:
Skid Row Southeast 1 LP
1317 E. 7th Street
Los Angeles, CA 90021
- 16 An instrument, upon the terms and conditions contained therein
Entitled: Regulatory Agreement
Federal and State Credits
Tax-Exempt Bond Financed Project
Recorded: 12/20/2019, [as Instrument No. 2019-1427160](#), Official Records
- 17 An instrument, upon the terms and conditions contained therein
Entitled: Order Granting Ex Parte Application for an Order Appointing Receiver Pursuant to California Health and Safety Code Section 17980.7 Case No. 23STCP01011
Recorded: 4/13/2023, [as Instrument No. 2023-238024](#), Official Records
- An instrument, upon the terms and conditions contained therein
Entitled: Order Authorizing Collection of Rents and Increase to Super-Priority Receiver's Certificate Case No. 23STCP01011
Recorded: 5/9/2023, [as Instrument No. 2023-302053](#), Official Records
- An instrument, upon the terms and conditions contained therein
Entitled: Order Increasing the Receiver's Certificate Case No. 23STCP01011
Recorded: 6/1/2023, [as Instrument No. 2023-358557](#), Official Records
- 18 A claim of mechanic's lien
Amount: \$53,217.92
Claimant: United Guard Security
Recorded: 6/14/2023, as Instrument No. [2023-389259](#), Official Records.
- 19 A Deed of Trust to secure the indebtedness of
Amount: **\$10,000,000.00**
Trustor: **Receiver Kevin Singer, of Empire Brokerage & Real Estate Service, Inc. dba Receivership Specialists acting solely in its capacity as Superior Court Receiver for the below-listed properties pursuant to Court Order in Superior Court of California, County of Los Angeles, Case No. 21STCV03760 (City of Los Angeles, a municipal corporation v. Crest Apartments LP, et. al., LASC Case No. 23STCP01011)**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 6/30/2023
Recorded: **7/3/2023** [as Instrument No. 2023-434822](#) of Official Records

- 20 A Deed of Trust to secure the indebtedness of
Amount: **\$2,000,000.00**
Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists, sole in its capacity as Superior Court Receiver for the below-listed properties pursuant to Court Order dated June 29, 2023 in Superior Court of California, County of Los Angeles, (City of Los Angeles, a municipal corporation v. Crest Apartments LP, et. al., LASC Case No. 23STCP01011)**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 10/19/2023
Recorded: **11/15/2023** [as Instrument No. 2023-790145](#) of Official Records
- 21 A Deed of Trust to secure the indebtedness of
Amount: **\$10,000,000.00**
Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists, sole in its capacity as Superior Court Receiver for the below-listed properties pursuant to Court Order dated June 29, 2023 in Superior Court of California, County of Los Angeles, (City of Los Angeles, a municipal corporation v. Crest Apartments LP, et. al., LASC Case No. 23STCP01011)**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 11/3/2023
Recorded: **1/2/2024** [as Instrument No. 2024-3251](#) of Official Records
- 22 A Deed of Trust to secure the indebtedness of
Amount: **\$4,071,269.70**
Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists, sole in its capacity as Superior Court Receiver for the below-listed properties pursuant to Court Order dated June 29, 2023 in Superior Court of California, County of Los Angeles, (City of Los Angeles, a municipal corporation v. Crest Apartments LP, et. al., LASC Case No. 23STCP01011)**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 1/11/2024
Recorded: **1/19/2024** [as Instrument No. 2024-44590](#) of Official Records
- 23 A Deed of Trust to secure the indebtedness of
Amount: **\$10,428,730.30**
Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists, sole in its capacity as Superior Court Receiver for the below-listed properties pursuant to Court Order dated June 29, 2023 in Superior Court of California, County of Los Angeles, (City of Los Angeles, a municipal corporation v. Crest Apartments LP, et. al., LASC Case No. 23STCP01011)**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 1/24/2024
Recorded: **1/25/2024** [as Instrument No. 2024-56756](#) of Official Records

Schedule C

Guarantee No. CA-2820-1584564-150

Paragraph Numbers: 5 Schedule
Recording Information: 12/4/2015, as Instrument No. [2015-1525379, Official Records](#)
Mailing Address: Skid Row Southeast 1 LP
1205 East 6th Street
Los Angeles, CA 90021

Skid Row Southeast 1 LP
1317 East 7th Street
Los Angeles, CA 90201

Skid Row Southeast 1 LP
1317 E. 7th Street
Los Angeles, CA 90021

Paragraph Numbers: 1 Schedule B Part II
Recording Information: 11/29/1990, as Instrument No. [1990-1980398, Official Records](#)
Mailing Address: The Community Redevelopment Agency
of the City of Los Angeles, California
354 South Spring Street, Suite 800
Los Angeles, California 90013
Attn: Rehabilitation Department

Paragraph Numbers: 1 Schedule B Part II
Recording Information: 11/29/1990, as Instrument No. [1990-1980618, Official Records](#)
Mailing Address: Skid Row Housing Trust
315 West Ninth Street
Suite 410
Los Angeles, California 90015

Paragraph Numbers: 1 Schedule B Part II
Recording Information: 7/2/1991, as Instrument No. [1991-1010980, Official Records](#)
Mailing Address: The Community Redevelopment Agency
of the City of Los Angeles, California
354 S. Spring Street, Suite 600
Los Angeles, California 90013

Paragraph Numbers: 1 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525395, Official Records](#)
Mailing Address: City of Los Angeles
Los Angeles Housing Department
P.O. Box 53279
Los Angeles, CA 90053-2729
Attn: Asset Management

Paragraph Numbers: 1 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525448, Official Records](#)
Mailing Address: State of California
Department of Housing and
Community Development
Loan Portfolio Restructuring Program
P.O. Box 952052
Sacramento, CA 94252-2052
Attn: Legal Affairs Division

State of California
Department of Housing and Community Development
Asset Management and Compliance
P. O. Box 952054
Sacramento, CA 94252-2054
Attn: Closings Manager

Paragraph Numbers: 1 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525391, Official Records](#)
Mailing Address: City of Los Angeles
Housing and Community Investment Department
P.O. Box 53279
Los Angeles, CA 90053-2729
Attn: Asset Management

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 12/18/1992, as Instrument No. [1992-2382197, Official Records](#)
Mailing Address: Tax Credit Allocation Committee
915 Capitol Mall, Room 485
Sacramento, CA 95814

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525432, Official Records](#)
Mailing Address: Tax Credit Allocation Committee
915 Capitol Mall, Room 485
P.O. Box 942809
Sacramento, CA 94209-0001

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525434, Official Records](#)
Mailing Address: Wells Fargo Bank, National Association
Community Lending and Investment
333 Market St.
18th Floor
San Francisco, CA 94105

Paragraph Numbers: 3 Schedule B Part II
Recording Information: 11/19/1993, as Instrument No. [1993-2278936, Official Records](#)
Mailing Address: Tax Credit Allocation Committee
915 Capitol Mall, Room 485
P.O. Box 942809
Sacramento, CA 94209-0001

Paragraph Numbers: 3 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525434, Official Records](#)
Mailing Address: Wells Fargo Bank, National Association
Community Lending and Investment
333 Market St.
18th Floor
San Francisco, CA 94105

Paragraph Numbers: 4 Schedule B Part II
Recording Information: 6/13/2008, as Instrument No. [2008-1052337, Official Records](#)
Mailing Address: Time Warner Cable
Business Development Department
1511 Cravens Avenue
Torrance, CA 90501

Paragraph Numbers: 4 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525435, Official Records](#)
Mailing Address: Wells Fargo Bank, National Association
Community Lending and Investment
333 Market St.
18th Fl.
San Francisco, CA 94105

Paragraph Numbers: 5 Schedule B Part II
Recording Information: 4/8/2011, as Instrument No. [2011-517180, Official Records](#)
Mailing Address: City of Los Angeles
Los Angeles Housing Department
P.O. Box 532729
Los Angeles, CA 90053-2729
Attn: Asset Management

Martinez Limited Partnership
1317 East 7th Street
Los Angeles, CA 90021
Attention: Executive Director

City of Los Angeles Housing Department
P.O. Box #532729
Los Angeles, CA 90053-2729
Attention: Director of Major Projects Division

Paragraph Numbers: 5 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525390, Official Records](#)
Mailing Address: City of Los Angeles
Housing and Community Investment Department
P.O. Box 532729
Los Angeles, CA 90053-2729
Attn: Asset Management

Skid Row Southeast 1 LP
1317 East 7th Street
Los Angeles, CA 90021
Attention: Chief Executive Director

Copy to investor limited partner:
U.S. Bancorp Community Development Corp.
1307 Washington Avenue, Suite 300
Saint Louis, MO 63103
Attention: Executive Officer

Paragraph Numbers: 5 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525397, Official Records](#)
Mailing Address: City of Los Angeles
Los Angeles Housing Department
P.O. Box 53279
Los Angeles, CA 90053-2729
Attn: Asset Management

Paragraph Numbers: 5 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525420, Official Records](#)
Mailing Address: State of California
Department of Housing and
Community Development
Loan Portfolio Restructuring Program
P. O. Box 952052
Sacramento, CA 94252-2052
Attn: Legal Affairs Division

City of Los Angeles
P.O. Box 532729
Los Angeles, California 90053-2729
Attention: Portfolio Management

City of Los Angeles
P.O. Box 532729
Los Angeles, California 90053-2729
Attention: Director of Major Projects Division

Paragraph Numbers: 5 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525449, Official Records](#)
Mailing Address: State of California
Department of Housing and
Community Development
Loan Portfolio Restructuring Program
P. O. Box 952052
Sacramento, CA 94252-2052
Attn: Legal Affairs Division

Paragraph Numbers: 5 Schedule B Part II
Recording Information: 7/2/2018, as Instrument No. [2018-658878, Official Records](#)
Mailing Address: City of Los Angeles
Los Angeles Housing Department
P.O. Box 532729
Los Angeles, CA 90053-2729
Attn: Asset Management

Paragraph Numbers: 6 Schedule B Part II
Recording Information: 4/17/2013, as Instrument No. [2013-573275, Official Records](#)
Mailing Address: Housing Authority of the County of Los Angeles
700 W. Main Street
Alhambra, CA 91801
Attn: Director of Economic and
Housing Development

Housing Authority of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755

Martinez Limited Partnership
1317 East 7th Street
Los Angeles, CA 90021

Paragraph Numbers: 6 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525423, Official Records](#)
Mailing Address: Housing Authority of the County of Los Angeles
Economic Housing and Development
700 W. Main St.
Alhambra, CA 91801
Attn: Portfolio Manager

Paragraph Numbers: 6 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525424, Official Records](#)
Mailing Address: Wells Fargo Bank, National Association
Community Lending and Investment
333 Market St.
18th Fl.
San Francisco, CA 94105

Housing Authority of the County of Los Angeles
700 W. Main Street
Alhambra, California 91801-3312
Attention: Executive Director

Housing Authority of the County of Los Angeles
700 W. Main Street
Alhambra, California 91801-3312
Attention: Director of Economic and Housing Development

Paragraph Numbers: 6 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525425, Official Records](#)
Mailing Address: State of California
Department of Housing and
Community Development
Loan Portfolio Restructuring Program
P. O. Box 952052
Sacramento, CA 94252-2052
Attn: Legal Affairs Division

Paragraph Numbers: 6 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525450, Official Records](#)
Mailing Address: State of California
Department of Housing and
Community Development
Loan Portfolio Restructuring Program
P. O. Box 952052
Sacramento, CA 94252-2052
Attn: Legal Affairs Division

State of California
Department of Housing and Community Development
Asset Management and Compliance
P. O. Box 952054
Sacramento, CA 94252-2054
Attn: Closings Manager

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525383, Official Records](#)
Mailing Address: Wells Fargo Bank, National Association
Community Lending and Investment
333 Market St.
18th Fl.
San Francisco, CA 94105

City of Los Angeles
Housing and Community Investment Department, 8th Floor
1200 West 7th Street
Los Angeles, California 90017
Attn: Supervisor, Affordable Housing Bond Program

with a copy to:
Los Angeles Housing and Community Investment Department
P.O. Box 532729
Los Angeles, CA 90053-2729
Attention: Superior, Affordable Housing Bond Program

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525384, Official Records](#)
Mailing Address: Wells Fargo Bank, National Association
Community Lending and Investment
(MAC# E2064-075)
333 S. Grand Avenue
7th Floor
Los Angeles, California 90071

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 2/23/2016, as Instrument No. [2016-190976, Official Records](#)
Mailing Address: State of California
Department of Housing and
Community Development
Loan Portfolio Restructuring Program
P. O. Box 952052
Sacramento, CA 94252-2052
Attn: Legal Affairs Division

State of California
Department of Housing and Community Development
Asset Management and Compliance
P. O. Box 952054
Sacramento, CA 94252-2054
Attn: Closings Manager

Paragraph Numbers: 8 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525385, Official Records](#)
Mailing Address: State of California
Community Development
Loan Portfolio Restructuring Program
P. O. Box 952052
Sacramento, CA 94252-2052
Attn: Legal Affairs Division

US Bancorp
Community Development Corporation
1307 Washington Avenue, Suite 300
Mail Code: SL MO RMCD
St. Louis, MO 63103

Paragraph Numbers: 9 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525386, Official Records](#)
Mailing Address: Department of Housing and Community Development
Attention: Loan Portfolio Restructuring Program
P.O. Box 952054
Sacramento, CA 94252-2052

Department of Housing and Community Development
2020 West El Camino Avenue
Sacramento, CA 95833

Department of Housing and Community Development
c/o State of California
Department of Housing and Community Development
Loan Portfolio Restructuring Program
P.O. Box 952052
Sacramento, CA 94252-2052
Attn: Legal Affairs Division

Paragraph Numbers: 9 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525387, Official Records](#)
Mailing Address: Department of Housing and Community Development
c/o Wells Fargo Bank, National Association
Community Lending and Investment
333 Market St.
18th Fl.
San Francisco, CA 94105

Department of Housing and Community Development
Rental Housing Development Section
P.O. Box 952054
Sacramento, CA 94252-2054
Attn: Transactions Unit Manager

Department of Housing and Community Development
Rental Housing Development Section
2020 W. El Camino Avenue, Suite 400
Sacramento, CA 95833
Attn: Transactions Unit Manager

Paragraph Numbers: 10 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525421, Official Records](#)
Mailing Address: City of Los Angeles
Los Angeles Housing Department
P.O. Box 53279
Los Angeles, CA 90053-2729
Attn: Asset Management

Paragraph Numbers: 10 Schedule B Part II
Recording Information: 7/2/2018, as Instrument No. [2018-658879, Official Records](#)
Mailing Address: City of Los Angeles
Los Angeles Housing Department
P.O. Box 53279
Los Angeles, CA 90053-2729
Attn: Asset Management

Paragraph Numbers: 11 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525426, Official Records](#)
Mailing Address: Wells Fargo Financial National Bank
MAC A0119-183
333 Market Street, 18th Floor
San Francisco, CA 94105

Paragraph Numbers: 11 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525427, Official Records](#)
Mailing Address: AHP Lender
c/o Wells Fargo Financial National Bank
Community Lending and Investment
333 Market Street, 18th Floor
MAC #A0119-183
San Francisco, CA 94105

AHP Lender
c/o U.S. Bancorp Community Development Corporation
1307 Washington Avenue, Suite 300
Mail Code: SL MO RMCD
St. Louis, MO 63103
Attn: Director of LIHTC Asset Management

AHP Lender
c/o Jana Cohen Barbe, Esq.
Dentons US LLP
8000 Sears Tower
Chicago, IL 60606

Paragraph Numbers: 11 Schedule B Part II
Recording Information: 2/23/2016, as Instrument No. [2016-190975, Official Records](#)
Mailing Address: State of California
Department of Housing and
Community Development
Loan Portfolio Restructuring Program
P. O. Box 952052
Sacramento, CA 94252-2052
Attn: Legal Affairs Division

State of California
Department of Housing and Community Development
Asset Management and Compliance
P. O. Box 952054
Sacramento, CA 94252-2054
Attn: Closings Manager

Paragraph Numbers: 11 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525428, Official Records](#)
Mailing Address: State of California
Department of Housing and
Community Development
Loan Portfolio Restructuring Program
P. O. Box 952052
Sacramento, CA 94252-2052
Attn: Legal Affairs Division

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525429, Official Records](#)
Mailing Address: Skid Row Southeast 1 GP LLC
1317 East 7th Street
Los Angeles, CA 90021

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 2/23/2016, as Instrument No. [2016-190974, Official Records](#)
Mailing Address: State of California
Department of Housing and
Community Development
Loan Portfolio Restructuring Program
P. O. Box 952052
Sacramento, CA 94252-2052
Attn: Legal Affairs Division

State of California
Department of Housing and Community Development
Asset Management and Compliance
P. O. Box 952054
Sacramento, CA 94252-2054
Attn: Closings Manager

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525430, Official Records](#)
Mailing Address: Wells Fargo Bank, National Association
Community Lending and Investment
333 Market St.
18th Fl.
San Francisco, CA 94105

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525431, Official Records](#)
Mailing Address: State of California
Department of Housing and
Community Development
Loan Portfolio Restructuring Program
P. O. Box 952052
Sacramento, CA 94252-2052
Attn: Legal Affairs Division

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525436, Official Records](#)
Mailing Address: State of California
Department of Housing and
Community Development
Loan Portfolio Restructuring Program
P. O. Box 952052
Sacramento, CA 94252-2052
Attn: Legal Affairs Division

Paragraph Numbers: 14 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525437, Official Records](#)
Mailing Address: LTD Construction Services, G.P. dba
Walton Construction Services
358 E. Foothill Blvd.,
San Dimas, CA 91773

The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653

Paragraph Numbers: 15 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525446, Official Records](#)
Mailing Address: LTD Construction Services, G.P. dba
Walton Construction Services
358 E. Foothill Blvd.
San Dimas, CA 91773

Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653

Paragraph Numbers: 16 Schedule B Part II
Recording Information: 12/20/2019, as Instrument No. [2019-1427160, Official Records](#)
Mailing Address: Tax Credit Allocation Committee
915 Capitol Mall, Room 485
P.O. Box 942809
Sacramento, CA 94209-0001

Paragraph Numbers: 17 Schedule B Part II
Recording Information: 4/13/2023, as Instrument No. [2023-238024, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

Paragraph Numbers: 17 Schedule B Part II
Recording Information: 5/9/2023, as Instrument No. [2023-302053, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 17 Schedule B Part II
Recording Information: 6/1/2023, as Instrument No. [2023-358557, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 18 Schedule B Part II
Recording Information: 6/14/2023, as Instrument No. [2023-389259, Official Records](#)
Mailing Address: United Guard Security
Ismael Zita, CEO
879 W 190th St., Ste 280
Gardena, California 90248

Paragraph Numbers: 19 Schedule B Part II
Recording Information: 7/3/2023, as Instrument No. [2023-434822, Official Records](#)
Mailing Address: City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

Paragraph Numbers: 20 Schedule B Part II
Recording Information: 11/15/2023, as Instrument No. [2023-790145, Official Records](#)
Mailing Address: City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

Paragraph Numbers: 21 Schedule B Part II
Recording Information: 1/2/2024, as Instrument No. [2024-3251, Official Records](#)
Mailing Address: City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

Paragraph Numbers: 22 Schedule B Part II
Recording Information: 1/19/2024, as Instrument No. [2024-44590, Official Records](#)
Mailing Address: City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

Paragraph Numbers: 23 Schedule B Part II
Recording Information: 1/25/2024, as Instrument No. [2024-56756, Official Records](#)
Mailing Address: City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms - The following terms when used in the Guarantee mean:

- (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Exclusions from Coverage of this Guarantee - The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its option as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability - In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance

upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

12. Subrogation Upon Payment or Settlement - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. Arbitration - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

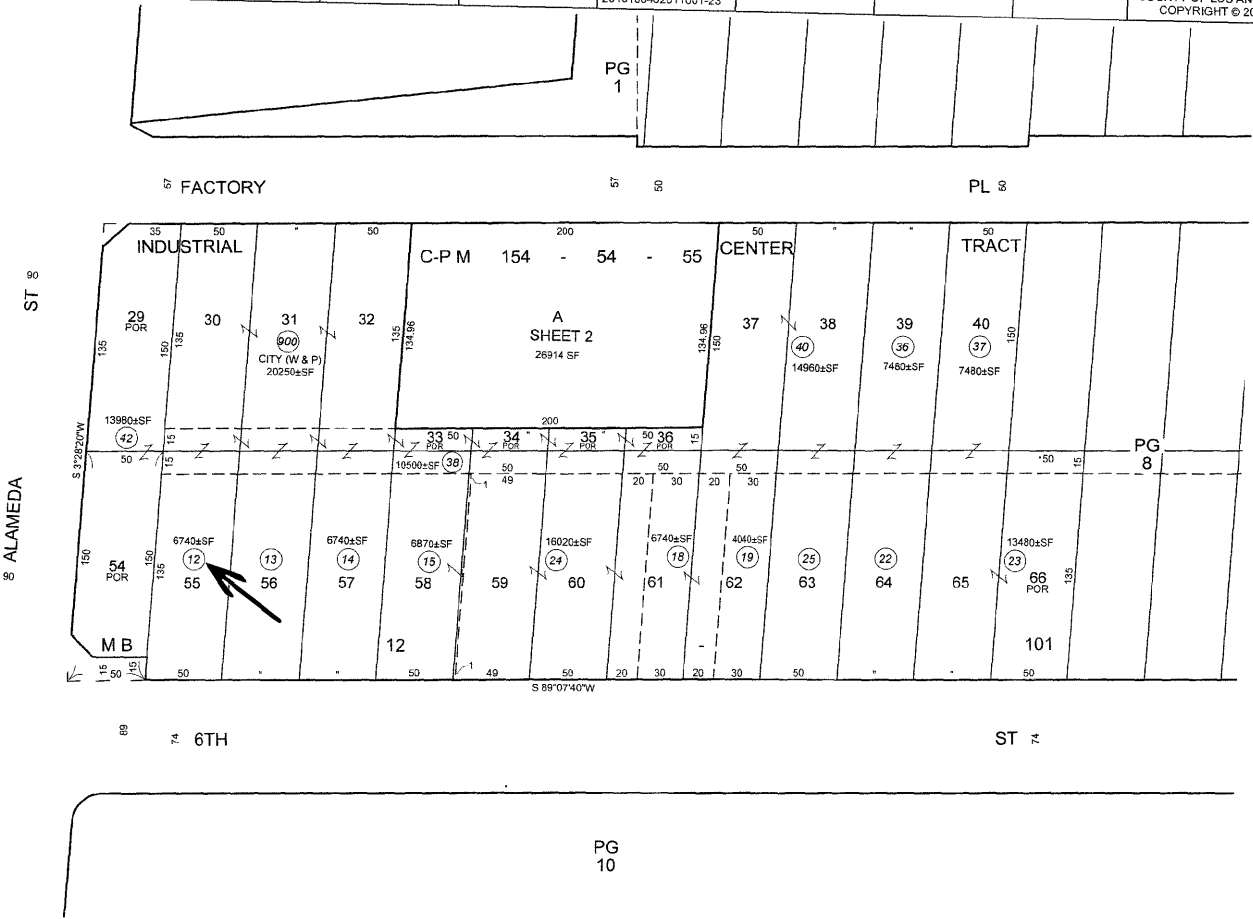
15. Notices, Where Sent - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston Texas 77252-2029.

escription: Los Angeles, CA Assessor Map - Book Page 5164, 9 Page 1 of 2 Only
 Identifier: 150-2397216-05 Comment:



MAPPING AND GIS
SERVICES
SCALE 1"=60'

BK
5147



Date Printed: 10/4/2016 9:30:54 AM
 Date Saved: 10/4/2016 9:30:47 AM

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

EXHIBIT 11

NOTICE

PLEASE BE ADVISED THAT THE DATA AND INFORMATION FROM THE PUBLIC RECORDS CONTAINED HEREIN WILL NEED TO BE UPDATED PRIOR TO CLOSING AS MANY COUNTY FACILITIES ARE CLOSED OR HAVE LIMITED STAFFING AS A RESULT OF THE CORONAVIRUS PANDEMIC. IF THE INFORMATION FROM THE COUNTY IS NOT AVAILABLE THERE WILL BE ADDITIONAL REQUIREMENTS IN ORDER TO CLOSE AND INSURE THIS TRANSACTION. PLEASE CONTACT YOUR LOCAL TITLE OFFICER FOR DETAILS.

Litigation Guarantee

Order No. 150-2383600-05

Subject to the exclusion from coverage, the limits of Liability and other provisions of the conditions and stipulations hereto annexed and made a part of this guarantee, and subject to the further exclusion and limitations that no guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

Real Advantage Title Insurance Company
A Corporation, herein called the Company,

Guarantees

THE ASSURED NAMED IN SCHEDULE A AGAINST ACTUAL MONETARY LOSS OR DAMAGE NOT EXCEEDING THE LIABILITY AMOUNT STATED IN SCHEDULE A WHICH THE ASSURED SHALL SUSTAIN BY REASON OF ANY INCORRECTNESS IN THE ASSURANCE SET FORTH IN SCHEDULE A.

Real Advantage Title Insurance Company

This endorsement is made a part of the policy and is subject to the terms and provisions thereof and of any prior endorsements thereto, and does not require an original signature.

Litigation Guarantee

Subject to the limitations contained herein, the exclusions form coverage, the limits of liability and other provisions of the Limits of liability and other provisions of the conditions and stipulations here to annexed and made a part of this Guarantee,

Real Advantage Title Insurance Company
a Corporation, herein called the Company

GUARANTEES

This assured named in Schedule A against loss not exceeding the liability amount stated in Schedule A which the assured shall Sustain by reason of any incorrectness in the assurance which the company hereby gives that, according to the public records, as of date of guarantee shown in Schedule A:

1. The title to the herein described state or interest in vested in the vestee named in Schedule A.
2. Except for the matters shown in schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.
3.
 - a) The current interest holders claiming some right, title or interest by reason of the matters shown in part II of Schedule B are as shown therein. The vestee named in Schedule A and parties claiming to have some right, title or interest by reason of the matters shown in part II of Schedule B may be necessary to name defendant in action, the nature of which is referred to in Schedule A.
 - b) The current interest holders claiming some right, title or interest by reason of the matters shown in part I of Schedule B may also be necessary to name defendant in an action, the nature of which is referred to in Schedule A. However, no assurance is given hereby as to those current interest holders.
4. The return address for mailing after recording, if any, as shown on each and every document referred to in part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown in Schedule A are shown in Schedule C.

THE LITIGATION GUARANTEE IS FURNISHED SOLELY FOR THE PURPOSE OF FACILITATING THE FILING OF THE ACTION REFERRED TO IN SCHEDULE A. IT SHALL NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSES.

Schedule A

Guarantee No. CA-2820-1584502-150

Liability: \$25,000.00 Premium: \$336.00

- 1. Name of assured:
Receivership Specialists
- 2. Date of Guarantee: 02/28/2024
- 3. This Litigation guarantee is furnished solely for the purposes of facilitating the Filing of an action to:
Receivership
- 4. The Estate or interest in the land which is covered by this Guarantee is:
A Fee
- 5. Title to the Estate or interest in the land is vested in:
Lincoln Hotel SRO Limited Partnership, a California Limited Partnership, subject to paragraph no(s). 13 of Schedule B.
- 6. The Land referred to in this Guarantee is described as follows:
Parcel 1:
Lot 52 and the Northeasterly 12.5 feet of Lot 53, in the Block 16 of Wolfskill Orchard Tract, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 30 Page 9 ET SEQ. of Miscellaneous Records, in the Office of the County Recorder of said County.
Parcel 2:
Lots 54 and 53, in Block 16 of Wolfskill Orchard Tract, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 30 Pages 9 ET. SEQ. of Miscellaneous Records, in the office of the County Recorder of said County.
Except the Northeasterly 12.5 feet of said Lot 53.

Parcel No.: 5147-016-020,5147-016-021
Also Known as: 549-551 Ceres Avenue
Los Angeles CA 90021

Schedule B

Guarantee No. CA-2820-1584502-150

Defects, liens, encumbrances or other matters affecting title:

Part I

1 General and Special taxes for the fiscal year 2023-2024, including any assessments collected with current taxes.

Total amount	\$1,313.04
1st installment	\$656.52 , Delq
Penalty	\$65.65 (after 12/11/2023)
2nd installment	\$656.52 , open
Penalty	\$75.65 (after 04/10/2024)
Code area	13259 - City of Los Angeles - 44
Parcel No.	5147-016-020
Exemption	\$2,972,209.00 (AO)

2 NOTE: DEFAULTED TAX shown below:

Delinquent Tax Year(s) and Installment(s): 2022/Both
 Total Amount to redeem if paid by:

March 2024,	\$763.56
April 2024,	\$772.53
May 2024,	\$781.50

3 General and Special taxes for the fiscal year 2023-2024, including any assessments collected with current taxes.

Total amount	\$1,291.33
1st installment	\$645.67 , Delq
Penalty	\$64.56 (after 12/11/2023)
2nd installment	\$645.66 , open
Penalty	\$74.56 (after 04/10/2024)
Code area	13259 - City of Los Angeles - 44
Parcel No.	5147-016-021
Exemption	\$2,972,209.00 (AO)

4 NOTE: DEFAULTED TAX shown below:

Delinquent Tax Year(s) and Installment(s): 2022/Both
 Total Amount to redeem if paid by:

March 2024,	\$753.27
April 2024,	\$762.12
May 2024,	\$770.97

5 The Lien of future supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq of the revenue and taxation code of the State of California

6 The effect of a map of community facilities district and the notice of special tax authorization and the lien of any taxes or assessments levied by or bonds issued by Downtown Industrial District Business Improvement District, filed in Book 188, Page(s) 39, assessment maps, as disclosed by a document recorded [5/29/2003 as Instrument No. 2003-1532008](#), Official Records.

- 7 An Oil and Gas Lease affecting this and other property executed by the owner of said land and by others as owners of other land, for the term and upon the terms, covenants and provisions therein provided
 Recorded: 2/8/1967, as Instrument No. 1967-2461, Official Records.
 Dated: 5/25/1966
 Term: said years from date hereof and any other term as provided for therein
 Lessor: Cecil O. Morrell, a widower
 Lessee: Standard Oil Company of California, a corporation

The present ownership of said leasehold and other matters affecting the interest of the lessee are not shown herein.

Said lease affects that portion of said land lying below a depth of 500 feet from the surface thereof without right of surface entry.

- 8 An instrument, upon the terms and conditions contained therein
 Entitled: Covenant and Agreement Regarding Maintenance of Building
 Recorded: 9/13/2000, [as Instrument No. 2000-1436117](#), Official Records
- 9 An instrument, upon the terms and conditions contained therein
 Entitled: Exhibit "E" to Loan Agreement
 Covenants, Conditions, and Restrictions
 (Industry Fund - Project No. YY-1090)
 Recorded: 12/28/2000, [as Instrument No. 2000-2018163](#), Official Records

Part II

- 1 A Deed of Trust to secure the indebtedness of
 Amount: **\$750,000.00**
 Trustor: **Skid Row Housing Trust, a California non-profit corporation**
 Trustee: North American Title Co., a California corporation
 Beneficiary: the City of Los Angeles, a California municipal corporation
 Dated: 12/1/1999
 Recorded: **12/13/1999** [as Instrument No. 1999-2287111](#) of Official Records

An instrument, upon the terms and conditions contained therein
 Entitled: Assignment and Assumption Agreement
 (HOPWA Loan)
 Dated: 12/20/2000
 Executed by and between: Skid Row Housing Trust, a California nonprofit public benefit corporation, Lincoln Hotel SRO Limited Partnership, a California limited partnership and the City of Los Angeles, a Municipal corporation
 Recorded: 12/28/2000, [as Instrument No. 2000-2018165](#) of Official Records

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 4 of Schedule B Part II, by an agreement
 Recorded: 12/28/2000, [as Instrument No. 2000-2018167](#), Official Records.

- 2 An instrument, upon the terms and conditions contained therein
 Entitled: Regulatory Agreement
 Dated: 12/1/1999
 Executed by and between: the City of Los Angeles, a municipal corporation and Skid Row Housing Trust, a California non-profit corporation
 Recorded: 12/13/1999, [as Instrument No. 1999-2287112](#) of Official Records

3 A Deed of Trust to secure the indebtedness of
 Amount: **\$266,500.00**
 Trustor: **Skid Row Housing Trust, a California non-profit corporation**
 Trustee: DSL Service Company, a California Corporation
 Beneficiary: Downey Savings and Loan Association, F.A.
 Dated: 9/1/2000
 Recorded: **9/5/2000** [as Instrument No. 2000-1383226](#) of Official Records

An instrument, upon the terms and conditions contained therein

Entitled: Assignment and Assumption Agreement
 (AHP Loan)
 Dated: 12/20/2000
 Executed by and between: Skid Row Housing Trust, a California nonprofit public benefit corporation, Lincoln Hotel SRO Limited Partnership, a California limited partnership, and Downey Savings and Loan Association, F.A.
 Recorded: 12/28/2000, [as Instrument No. 2000-2018166](#) of Official Records

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 4 of Schedule B Part II, by an agreement

Recorded: 12/28/2000, [as Instrument No. 2000-2018168](#), Official Records.

4 A Deed of Trust to secure the indebtedness of
 Amount: **\$1,038,195.00**
 Trustor: **Lincoln Hotel SRO Limited Partnership, a California limited partnership**
 Trustee: North American Title Company
 Beneficiary: the Housing Authority of the County of Los Angeles, a public body corporate and politic
 Dated: 12/20/2000
 Recorded: **12/28/2000** [as Instrument No. 2000-2018164](#) of Official Records

5 An instrument, upon the terms and conditions contained therein
 Entitled: Regulatory Agreement
 Federal Credits
 Dated: 2/27/2003
 Executed by and between: California Tax Credit Allocation Committee and Lincoln Hotel SRO Limited Partnership
 Recorded: 3/13/2003, [Instrument No. 2003-720584](#) of Official Records

6 A lien for unsecured property taxes in favor of the tax collector,
 County of Los Angeles
 Amount: **\$326.72**
 Taxpayer: **Skid Row Housing Trust Lessee**
 Year/account no.: 20/49105752
 Recorded: **12/14/2020** as Instrument No. [2020-644408](#) , Official Records

7 A lien for unsecured property taxes in favor of the tax collector,
 County of Los Angeles
 Amount: **\$158.21**
 Taxpayer: **Skid Row Housing Trust Inc
 Lessee
 Lessee**
 Year/account no.: 20/49914183
 Recorded: **09/14/2021** as Instrument No. [2021-1401353](#) , Official Records

- 8 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$145.73**
Taxpayer: **Skid Row Housing Trust Inc**
Lessee
Lessee
Year/account no.: 20/49914184
Recorded: **09/14/2021** as Instrument No. [2021-1401354](#), Official Records
- 9 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$101.62**
Taxpayer: **Skid Row Housing Trust Inc**
Lessee
Year/account no.: 21/49112595
Recorded: **12/09/2021** as Instrument No. [2021-1829437](#), Official Records
- 10 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$65.61**
Taxpayer: **The Skid Row Housing Trust**
Lessee
Year/account no.: 21/49118982
Recorded: **12/09/2021** as Instrument No. [2021-1830332](#), Official Records
- 11 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$163.20**
Taxpayer: **The Skid Row Housing Trust**
Lessee
Year/account no.: 22/49118037
Recorded: **12/13/2022** as Instrument No. [2022-1160470](#), Official Records
- 12 An Abstract of Judgment
Recorded: **3/17/2023** as Instrument No. [2023-173956](#), Official Records.
Entered: 3/1/2023
Case no.: 22STCV05125
Court: Superior Court of California, County of Los Angeles
Judicial District: Central Division
Amount: **\$27,880.32** plus interest and costs.
In favor of: First National Bank of Omaha, a National Banking Association
Against: **Skid Row Housing Trust**
a Corporation

Attorney for judgment creditor or mailing address:
Name: The Dunning Law Firm APC
Donald T. Dunning
James MacLeod
Address: 9619 Chesapeake Dr., Ste 210
San Diego, CA 92123
- 13 An instrument, upon the terms and conditions contained therein
Entitled: Order Granting Ex Parte Application for an Order Appointing Receiver Pursuant to California Health and Safety Code Section 17980.7 Case No. 23STCP01011
Recorded: 4/13/2023, [as Instrument No. 2023-238024](#), Official Records

An instrument, upon the terms and conditions contained therein
Entitled: Receiver's Certificate No. 1
Recorded: 4/14/2023, [as Instrument No. 2023-241009](#), Official Records

An instrument, upon the terms and conditions contained therein

Entitled: Order Authorizing Collection of Rents and Increase to Super-Priority Receiver's Certificate Case No. 23STCP01011

Recorded: 5/9/2023, [as Instrument No. 2023-302053](#), Official Records

An instrument, upon the terms and conditions contained therein

Entitled: Receiver's Certificate No. 2

Recorded: 5/19/2023, [as Instrument No. 2023-329164](#), Official Records

An instrument, upon the terms and conditions contained therein

Entitled: Receiver's Certificate No. 3

Recorded: 5/23/2023, [as Instrument No. 2023-336213](#), Official Records

An instrument, upon the terms and conditions contained therein

Entitled: Order Increasing the Receiver's Certificate Case No. 23STCP01011

Recorded: 6/1/2023, [as Instrument No. 2023-358557](#), Official Records

An instrument, upon the terms and conditions contained therein

Entitled: Order Authorizing Receiver to Borrow Additional Funds Pursuant to Receiver's Certificate Case No. 23STCP01011

Recorded: 6/29/2023, [as Instrument No. 2023-425483](#), Official Records

An instrument, upon the terms and conditions contained therein

Entitled: Receiver's Certificate No. 4

Recorded: 6/29/2023, [as Instrument No. 2023-427725](#), Official Records

14 A Deed of Trust to secure the indebtedness of

Amount: **\$500,000.00**

Trustor: **California Receivership Group, Inc., a California Benefit Corporation, solely in Its capacity as Receiver for Properties**

Trustee: Total Lender Solutions, Inc.

Beneficiary: Community Improvement Capital, LLC

Dated: 4/11/2023

Recorded: **4/14/2023** [as Instrument No. 2023-241010](#) of Official Records

An agreement modifying said Deed of Trust was recorded 5/19/2023, [as Instrument No. 2023-329165](#), of Official Records

Dated: 5/18/2023

Executed by: California Receivership Group, Inc., a California Benefit Corporation, solely in its capacity as Receiver, Total Lender Solutions, Inc. and Community Improvement Capital, LLC

An agreement modifying said Deed of Trust was recorded 5/23/2023, [as Instrument No. 2023-336214](#), of Official Records

Dated: 5/20/2023

Executed by: California Receivership Group, Inc., a California Benefit Corporation, solely in its capacity as Receiver, Total Lender Solutions, Inc. and Community Improvement Capital, LLC

Substitution of Trustee and Full Reconveyance on 11/16/2023 , Inst. No. 793535 and 793536 and 793537 and 02/23/2024 as Instrument No 121431, Official Records.

15 A Deed of Trust to secure the indebtedness of

Amount: **\$4,348,116.33**

Trustor: **California Receivership Group, Inc., a California Benefit Corporation, solely in Its capacity as Receiver fir Properties**

Trustee: Total Lender Solutions, Inc.

Beneficiary: New Hope Receivership Group, LLC

Dated: 6/28/2023

Recorded: **6/29/2023** [as Instrument No. 2023-427726](#) of Official Records

Substitution of Trustee and Full Reconveyance on 02/21/2024, Instrument No. 112258, Official Records.

- 16 A Deed of Trust to secure the indebtedness of
Amount: **\$10,000,000.00**
Trustor: **Receiver Kevin Singer, of Empire Brokerage & Real Estate Service, Inc. dba Receivership Specialists acting solely in its capacity as Superior Court Receiver for the below-listed properties pursuant to Court Order in Superior Court of California, County of Los Angeles, Case No. 21STCV03760 (City of Los Angeles, a municipal corporation v. Crest Apartments LP, et. al., LASC Case No. 23STCP01011)**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 6/30/2023
Recorded: **7/3/2023 [as Instrument No. 2023-434822](#)** of Official Records
- 17 A Deed of Trust to secure the indebtedness of
Amount: **\$2,000,000.00**
Trustor: **Empire Brokerage & Real Estate Services, Inc.**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles
Dated: 10/19/2023
Recorded: **11/15/2023 [790145](#)** of Official Records
- 18 A Deed of Trust to secure the indebtedness of
Amount: **\$10,000,000.00**
Trustor: **Empire Brokerage & Real Estate Services, Inc.**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles
Dated: 11/3/2023
Recorded: **1/2/2024 [3251](#)** of Official Records
- 19 A Deed of Trust to secure the indebtedness of
Amount: **\$4,071,269.70**
Trustor: **Empire Brokerage & Real Estate Services, Inc.**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles
Dated: 01/11/2024
Recorded: **1/19/2024 [44590](#)** of Official Records
- 20 A Deed of Trust to secure the indebtedness of
Amount: **\$10,428,730.30**
Trustor: **Empire Brokerage & Real Estate Services, Inc**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles
Dated: 01/24/2024
Recorded: **1/24/2024 [56756](#)** of Official Records

Schedule C

Guarantee No. CA-2820-1584502-150

Paragraph Numbers: 5 Schedule A
Recording Information: 12/28/2000, as Instrument No. [2000-2018162, Official Records](#)
Mailing Address: Lincoln Hotel SRO Limited Partnership
549-551 Ceres Avenue
Los Angeles, CA 90013

Lincoln Hotel SRO Limited Partnership
c/o Skid Row Housing Trust,
1317 E. 7th Street
Los Angeles, CA 90021

Lincoln Hotel SRO Limited Partnership
549 Ceres Avenue
Los Angeles, CA 90013

Lincoln Hotel SRO Limited Partnership
551 Ceres Avenue
Los Angeles, CA 90013

Lincoln Hotel SRO Limited Partnership
c/o Skid Row Housing Trust
1317 East 7th Street
Los Angeles, CA 90021

Paragraph Numbers: 1 Schedule B Part II
Recording Information: 12/13/1999, as Instrument No. [1999-2287111, Official Records](#)
Mailing Address: City of Los Angeles
Los Angeles Housing Department
P. O. Box 532729
Los Angeles, CA 90053-2729

Paragraph Numbers: 1 Schedule B Part II
Recording Information: 12/28/2000, as Instrument No. [2000-2018165, Official Records](#)
Mailing Address: City of Los Angeles
c/o Gubb & Barshay LLP
50 California Street, Suite 3155
San Francisco, CA 94111

Paragraph Numbers: 1 Schedule B Part II
Recording Information: 12/28/2000, as Instrument No. [2000-2018167, Official Records](#)
Mailing Address: Housing Authority of the County of Los Angeles
c/o County of Los Angeles
Two Coral Circle
Monterey Park, CA 91755
Attn: Housign Development

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 12/13/1999, as Instrument No. [1999-2287112, Official Records](#)
Mailing Address: City of Los Angeles
Los Angeles Housing Department
P. O. Box 532729
Los Angeles, CA 90053-2729

Paragraph Numbers: 3 Schedule B Part II
Recording Information: 9/5/2000, as Instrument No. [2000-1383226, Official Records](#)
Mailing Address: Downey Savings & Loan Association, F.A.
3501 Jamboree Road
Newport Beach, CA 92660

Paragraph Numbers: 3 Schedule B Part II
Recording Information: 12/28/2000, as Instrument No. [2000-2018166, Official Records](#)
Mailing Address: Gubb & Barshay LLP
50 California Street, Suite 3155
San Francisco, CA 94111

Paragraph Numbers: 3 Schedule B Part II
Recording Information: 12/28/2000, as Instrument No. [2000-2018168, Official Records](#)
Mailing Address: Downey Savings and Loan Association, F.A.
3501 Jamboree Road
Newport Beach, CA 92660

Paragraph Numbers: 4 Schedule B Part II
Recording Information: 12/28/2000, as Instrument No. [2000-2018164, Official Records](#)
Mailing Address: Housing Authority of the
County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755-7425

Paragraph Numbers: 5 Schedule B Part II
Recording Information: 3/13/2003, as Instrument No. [2003-720584, Official Records](#)
Mailing Address: Tax Credit Allocation Committee
915 Capitol Mall, Room 485
P.O. Box 942809
Sacramento, CA 94209-0001

Tax Credit Allocation Committee
915 Capitol Mall, Room 485
Sacramento, CA 94209-0001

Tax Credit Allocation Committee
P.O. Box 942809
Sacramento, CA 94209-0001

Paragraph Numbers: 6 Schedule B Part II
Recording Information: 12/14/2020, as Instrument No. [2020-644408, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 9/14/2021, as Instrument No. [2021-1401353, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 8 Schedule B Part II
Recording Information: 9/14/2021, as Instrument No. [2021-1401354, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 9 Schedule B Part II
Recording Information: 12/9/2021, as Instrument No. [2021-1829437, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 10 Schedule B Part II
Recording Information: 12/9/2021, as Instrument No. [2021-1830332, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 11 Schedule B Part II
Recording Information: 12/13/2022, as Instrument No. [2022-1160470, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 3/17/2023, as Instrument No. [2023-173956, Official Records](#)
Mailing Address: First National Bank of Omaha
c/o The Dunning Law Firm APC
9619 Chesapeake Dr., Ste. 210
San Diego, CA 92123

First National Bank of Omaha
c/o The Dunning Law Firm APC
9619 Chesapeake Drive, Suite 210
San Diego, CA 92123

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 4/13/2023, as Instrument No. [2023-238024, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard, #107
Santa Monica, CA 90405

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 4/14/2023, as Instrument No. [2023-241009, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 5/9/2023, as Instrument No. [2023-302053, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard, #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 5/19/2023, as Instrument No. [2023-329164, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 5/23/2023, as Instrument No. [2023-336213, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 6/1/2023, as Instrument No. [2023-358557, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard, #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 6/29/2023, as Instrument No. [2023-425483, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard, #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 6/29/2023, as Instrument No. [2023-427725, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 14 Schedule B Part II
Recording Information: 4/14/2023, as Instrument No. [2023-241010, Official Records](#)
Mailing Address: Community Improvement Capital, LLC
c/o Mark S. Adams
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

Community Improvement Capital, LLC
c/o Mark S. Adams
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 14 Schedule B Part II
Recording Information: 5/19/2023, as Instrument No. [2023-329165, Official Records](#)
Mailing Address: Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd, Suite 107
Santa Monica, CA 90405

Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 14 Schedule B Part II
Recording Information: 5/23/2023, as Instrument No. [2023-336214, Official Records](#)
Mailing Address: Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd, Suite 107
Santa Monica, CA 90405

Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 15 Schedule B Part II
Recording Information: 6/29/2023, as Instrument No. [2023-427726, Official Records](#)
Mailing Address: New Hope Receivership Group, LLC
c/o Mark S. Adams
3435 Ocean Park Blvd, Suite 107
Santa Monica, CA 90405

New Hope Receivership Group, LLC
c/o Mark S. Adams
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 16 Schedule B Part II
Recording Information: 7/3/2023, as Instrument No. [2023-434822, Official Records](#)
Mailing Address: City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 West Olympic Boulevard, Suite 530
Los Angeles, CA 90064

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms - The following terms when used in the Guarantee mean:

- (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Exclusions from Coverage of this Guarantee - The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its option as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability - In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance

upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

12. Subrogation Upon Payment or Settlement - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. Arbitration - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston Texas 77252-2029.

2015



MAPPING AND GIS
SERVICES
SCALE 1" = 60'



Registration: Los Angeles, CA Assessor Map - Book Page 5147, 16 Page 1 of 1 Only
Order: 150-2-382811-06 Comment:

Date Printed: 2/10/2015 4:04:53 PM
Date Saved: 2/10/2015 4:04:36 PM

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

EXHIBIT 12

Litigation Guarantee

Order No. 150-2383601-05

Subject to the exclusion from coverage, the limits of Liability and other provisions of the conditions and stipulations hereto annexed and made a part of this guarantee, and subject to the further exclusion and limitations that no guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

Real Advantage Title Insurance Company
A Corporation, herein called the Company,

Guarantees

THE ASSURED NAMED IN SCHEDULE A AGAINST ACTUAL MONETARY LOSS OR DAMAGE NOT EXCEEDING THE LIABILITY AMOUNT STATED IN SCHEDULE A WHICH THE ASSURED SHALL SUSTAIN BY REASON OF ANY INCORRECTNESS IN THE ASSURANCE SET FORTH IN SCHEDULE A.

Real Advantage Title Insurance Company

This endorsement is made a part of the policy and is subject to the terms and provisions thereof and of any prior endorsements thereto, and does not require an original signature.

Litigation Guarantee

Subject to the limitations contained herein, the exclusions form coverage, the limits of liability and other provisions of the Limits of liability and other provisions of the conditions and stipulations here to annexed and made a part of this Guarantee,

Real Advantage Title Insurance Company
a Corporation, herein called the Company

GUARANTEES

This assured named in Schedule A against loss not exceeding the liability amount stated in Schedule A which the assured shall Sustain by reason of any incorrectness in the assurance which the company hereby gives that, according to the public records, as of date of guarantee shown in Schedule A:

1. The title to the herein described state or interest in vested in the vestee named in Schedule A.
2. Except for the matters shown in schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.
3.
 - a) The current interest holders claiming some right, title or interest by reason of the matters shown in part II of Schedule B are as shown therein. The vestee named in Schedule A and parties claiming to have some right, title or interest by reason of the matters shown in part II of Schedule B may be necessary to name defendant in action, the nature of which is referred to in Schedule A.
 - b) The current interest holders claiming some right, title or interest by reason of the matters shown in part I of Schedule B may also be necessary to name defendant in an action, the nature of which is referred to in Schedule A. However, no assurance is given hereby as to those current interest holders.
4. The return address for mailing after recording, if any, as shown on each and every document referred to in part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown in Schedule A are shown in Schedule C.

THE LITIGATION GUARANTEE IS FURNISHED SOLELY FOR THE PURPOSE OF FACILITATING THE FILING OF THE ACTION REFERRED TO IN SCHEDULE A. IT SHALL NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSES.

Schedule A

Guarantee No. CA-2820-1584503-150

Liability: \$25,000.00 Premium: \$336.00

1. Name of assured:

Receivership Specialists

2. Date of Guarantee: 2/28/2024

3. This Litigation guarantee is furnished solely for the purposes of facilitating the Filing of an action to:

Receivership

4. The Estate or interest in the land which is covered by this Guarantee is:

A Fee

5. Title to the Estate or interest in the land is vested in:

New Carver Apartments, L P, a California limited partnership, subject to paragraph no(s). 20 of Schedule B.

6. The Land referred to in this Guarantee is described as follows:

Parcel 1:

Lot 14 in Block 2 of Niles Addition to Morris Vineyard Tract, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 5, Page 361 of Maps, in the Office of the County Recorder of said County.

Parcel 2:

Lots 15 and 16 in Block 2 of Niles Addition to Morris Vineyard Tract, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 5, Page 361 of Maps, in the Office of the County Recorder of said County.

Also that portion of Shively and Nettleton's subdivision of the Cox Tract, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 11, Page 28, of Miscellaneous Records, in the Office of the County Recorder, which lies East of Hope Street, as shown on said map and North of the North line of Seventeenth Street, (formerly Morris Street) extending Westerly as shown on said map of Niles Addition to the Morris Vineyard Tract.

Also that portion of the Lemmert Tract, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 13, Page 35 of Miscellaneous Records, in the Office of the County Recorder of said County, which lies East of Hope Street, as shown on said map and South of the North line of said Lot 16, in Block 2 of Niles Additional, extended Westerly to Hope Street.

Except therefrom that portion of said land described in the deed to the State of California, recorded on May 4, 1959, as Instrument No. 1414, recorded in Book D-454, Page 307, Official Records of said County, and particularly described as follows:

Also except therefrom all oil, gas and other hydrocarbon substances lying in and under 500 feet from the surface of said land, but with no right of surface entry thereto, as reserved in deed recorded October 16, 1972, as Instrument No. 236, Official Records.

Parcel No.: 5134-014-012
Also Known as: 1624 South Hope Street
Los Angeles CA 90015

Schedule B

Guarantee No. CA-2820-1584503-150

Defects, liens, encumbrances or other matters affecting title:

Part I

1 General and Special taxes for the fiscal year 2023-2024, including any assessments collected with current taxes.

Total amount	\$5,738.93
1st installment	\$2,869.47 , Delq
Penalty	\$286.94 (after 12/11/2023)
2nd installment	\$2,869.46 , open
Penalty	\$296.94 (after 04/10/2024)
Code area	13264 - City of Los Angeles - 44
Parcel No.	5134-014-012
Exemption	\$13,313,640.00 (AO)

2 NOTE: DEFAULTED TAX shown below:

Delinquent Tax Year(s) and Installment(s): 2022/Both
 Total Amount to redeem if paid by:

March 2024,	\$3,396.00
April 2024,	\$3,436.94
May 2024,	\$3,477.88

3 General and Special taxes for the fiscal year 2023-2024, including any assessments collected with current taxes.

Total amount	\$2,800.37
1st installment	\$1,400.19 , Delq
Penalty	\$140.01 (after 12/11/2023)
2nd installment	\$1,400.18 , open
Penalty	\$150.01 (after 04/10/2024)
Code area	13264 - City of Los Angeles - 44
Parcel No.	5134-014-019
Exemption	\$2,436,649.00 (AO)

4 NOTE: DEFAULTED TAX shown below:

Delinquent Tax Year(s) and Installment(s): 2022/Both
 Total Amount to redeem if paid by:

March 2024,	\$1,528.71
April 2024,	\$1,546.97
may 2024,	\$1,565.24

5 The Lien of future supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq of the revenue and taxation code of the State of California

6 An Oil and Gas Lease affecting this and other property executed by the owner of said land and by others as owners of other land, for the term and upon the terms, covenants and provisions therein provided

Recorded:	01/29/1964, as Instrument No. 1964-4306, Official Records.
Dated:	01/20/1961
Term:	seven (7) years from date hereof and any other term as provided for therein
Lessor:	Gerald Chazan, a married man
Lessee:	Standard Oil Company of California, a Corporation

The present ownership of said leasehold and other matters affecting the interest of the lessee are not shown herein.

Said lease affects that portion of said land lying below a depth of 500 feet from the surface thereof without right of surface entry.

- 7 The fact that said land is within the boundaries of the Central Business Redevelopment Area, as disclosed by an instrument recorded 07/22/1975, as Instrument No. 1975-3675, Official Records.

And recorded 07/30/1975 as Instrument No. 1975-3868, Official Records

- 8 A covenant and agreement by and between the parties named therein, upon and subject to the terms and conditions therein.
Recorded: 08/25/1975, as Instrument No. 1975-3375, Official Records

The beneficial interest under said Deed of Trust was assigned

To: Schaefer Funds, LLC, a California limited liability company

By Assignment Recorded: 2/1/2006, [as Instrument No. 2006-244219](#), Official Records.

- 9 An instrument, upon the terms and conditions contained therein
Entitled: Covenant and Agreement
Regarding Construction of a Building Containing Two or More Units
Recorded: 1/4/2008, [as Instrument No. 2008-23987](#), Official Records
- 10 A covenant and agreement wherein the owners of said land covenant and agree, among other things, that said lands shall be held as one parcel, and that no portion shall be sold separately.
Recorded: [01/04/2008 as Instrument No. 2008-23989](#), Official Records.
- 11 An instrument, upon the terms and conditions contained therein
Entitled: Master Covenant and Agreement
Regarding On-Site Stormwater Treatment Devices Maintenance
Recorded: 2/7/2008, [as Instrument No. 2008-231546](#), Official Records
- 12 An irrevocable offer to dedicate real property for public street and alley purposes, recorded 8/8/2008, as Instrument No. [2008-1430722](#) of Official Records.
- 13 An instrument, upon the terms and conditions contained therein
Entitled: Affidavit Regarding Maintenance of Sump Pump
Recorded: 12/18/2008, [as Instrument No. 2008-2224763](#), Official Records
- 14 An instrument, upon the terms and conditions contained therein
Entitled: Master Covenant and Agreement
Regarding On-Site Stormwater Treatment Devices Maintenance
Recorded: 5/20/2009, [as Instrument No. 2009-746744](#), Official Records
- 15 An instrument, upon the terms and conditions contained therein
Entitled: Rental Covenant Agreement Running With the Land

City of Los Angeles

Agreement Number C-115514 of City Contracts
Dated: 5/26/2009
Executed by and between: the City of Los Angeles, a municipal corporation, acting by and through the Los Angeles Housing Department of the City of Los Angeles, and New Carver Apartments, L.P., a California limited partnership
Recorded: 6/11/2009, [as Instrument No. 2009-879484](#) of Official Records
- 16 An instrument, upon the terms and conditions contained therein
Entitled: Waiver of Damages, Indemnification Agreement and Right of Ingress and Egress - Covenant to Run with the Land
Recorded: 9/29/2009, [as Instrument No. 2009-1477477](#), Official Records

- 17 Any rights, interest, or claims which may exist or arise by reason of the following facts shown on a survey plat
Entitled: A. L.T.A./A.C.S.M. Land Title Survey
Dated: December 28, 2010
Prepared by: Adkan Engineers
Project No.: 7809
- A. The fact that the East end of the storm drain line lies on the Westerly boundary line of the subject property.
 - B. The fact that there is a 2-inch diameter gas line entering the subject property through the Southeasterly corner.
 - C. The fact that there is a 3-inch diameter drain outlet located on the Southerly portion of the subject property.
 - D. The fact that there are power boxes and a transformer pad along the Southeasterly portion of the subject property.
 - E. The fact that the concrete pavement along the Southerly and Westerly portion of said land extends outside the Southerly and Westerly boundary lines and its adjoining street right of way of 17th and Hope Streets.
 - F. The fact that there are manholes, drain inlets, gas valves and other utilities lying in various locations on said land.
- 18 Matters, rights or boundary discrepancies that may exist or be disclosed by a Record of Survey filed in Book 233, Page(s) 56 in the office of the County Recorder of said County.

Part II

- 1 A Deed of Trust to secure the indebtedness of
Amount: **\$1,200,000.00**
Trustor: **D & R Brothers, Inc.**
Trustee: Simco Financial Services Inc.
Beneficiary: Schaefer Financial Services, Inc.
Dated: 12/27/2005
Recorded: **1/12/2006 as Instrument No. 2006-80251** of Official Records

The beneficial interest under said Deed of Trust was assigned
To: Schaefer Funds, LLC, a California limited liability company
By Assignment Recorded: 2/1/2006, [as Instrument No. 2006-244219](#), Official Records.

- 2 An instrument, upon the terms and conditions contained therein
Entitled: Regulatory Agreement
Dated: 4/21/2006
Executed by and between: Skid Row Housing Trust, a California nonprofit public benefit corporation and Century Housing Corporation, a California nonprofit corporation
Recorded: 4/26/2006, [as Instrument No. 2006-909986](#) of Official Records
- 3 A covenant and agreement by and between the parties named therein, upon and subject to the terms and conditions therein.
Recorded: 1/17/2008, as Instrument No. [2008-100424](#), Official records.

Reference is hereby made to the above document for full particulars.

This covenant and agreement shall run with the land and be binding upon any future owners, encumbrances, their successors, heirs or assigns and shall continue in effect until the county or the authority approves its termination.

The lien or charge of said instrument was subordinated to the lien or charge of the Deed of Trust shown in paragraph 4, of Schedule B Part II
Recorded: 2/20/2008 as Instrument No. [2008-293299](#), Official Records.

4 A Deed of Trust to secure the indebtedness of
 Amount: **\$6,600,000.00**
 Trustor: **New Carver Apartments, L.P., a California limited partnership**
 Trustee: Not Shown
 Beneficiary: the City of Los Angeles, a municipal corporation
 Dated: 2/19/2008
 Recorded: **2/20/2008** [as Instrument No. 2008-2593300](#) of Official Records

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 8 of Schedule B Part II, by an agreement

Recorded: 7/27/2010, [as Instrument No. 2010-1022135](#), Official Records.

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 9 Schedule B Part II of Schedule B, by an agreement

Recorded: 7/27/2010, [as Instrument No. 2010-1022138](#), Official Records.

The trustee in said Deed of Trust was substituted by an instrument

Recorded: 10/26/2023 as Instrument No. [731301](#), Official Records.

New trustee: Chicago Title Company

Notice of default under the terms of said Deed of Trust was

Recorded: 6/29/2023 as Instrument No. [2023-427725](#), Official Records.

5 An instrument, upon the terms and conditions contained therein
 Entitled: Regulatory Agreement
 Dated: 2/19/2008
 Executed by and between: the City of Los Angeles, a municipal corporation and New Carver Apartments, L.P., a California limited partnership
 Recorded: 2/20/2008, [as Instrument No. 2008-293301](#) of Official Records

6 An instrument, upon the terms and conditions contained therein
 Entitled: Covenant and Agreement For Affordable Housing Projects
 Recorded: 6/19/2008, [as Instrument No. 2008-1094295](#), Official Records

The lien or charge of said instrument was subordinated to the lien or charge of the Deed of Trust shown in paragraph 8, of Schedule B Part II

Recorded: 7/27/2010 as Instrument No. [2010-1022139](#), Official Records.

7 An instrument, upon the terms and conditions contained therein
 Entitled: Department of Housing and Community Development
 Multifamily Housing Program-Supportive Housing
 (NOFA 1/03/07)
 Regulatory Agreement
 Dated: 7/16/2010
 Executed by and between: New Carver Apartmetns, L.P., a California limited partnership and the Department of Housing and Community development, a public agency of the State of California
 Recorded: 7/27/2010, [as Instrument No. 2010-1022127](#) of Official Records

8 A Deed of Trust to secure the indebtedness of
 Amount: **\$6,922,244.00**
 Trustor: **New Carver Apartments, L.P., a California limited partnership**
 Trustee: Commonwealth Land Title Insurance Company, a California corporation
 Beneficiary: Department of Housing and Community Development
 Dated: 7/16/2010
 Recorded: **7/27/2010** [as Instrument No. 2010-1022128](#) of Official Records

- 9 A Deed of Trust to secure the indebtedness of
 Amount: **\$15,081,533.00**
 Trustor: **New Carver Apartments, L.P., a California limited partnership**
 Trustee: Commonwealth Land Title
 Beneficiary: the California Tax Credit Allocation Committee, a public agency of the State of California
 Dated: 7/16/2010
 Recorded: 7/27/2010 [as Instrument No. 2010-1022129](#) of Official Records

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 8 of Schedule B Part II, by an agreement

Recorded: 7/27/2010, [as Instrument No. 2010-1022137](#), Official Records.

- 10 An instrument, upon the terms and conditions contained therein
 Entitled: Regulatory Agreement
 Dated: 05/05/2010
 Executed by and between: California Tax Credit Allocation Committee and New Carver Apartments, L.P., a California limited partnership
 Recorded: 7/27/2010, [as Instrument No. 2010-1022130](#) of Official Records

The lien or charge of said instrument was subordinated to the lien or charge of the Deed of Trust shown in paragraph 8, of Schedule B Part II

Recorded: 7/27/2010 as Instrument No. [2010-1022137](#), Official Records.

- 11 An instrument, upon the terms and conditions contained therein
 Entitled: Memorandum of Right of First Refusal Agreement
 Dated: 7/16/210
 Executed by and between: New Carver Apartments, L.P. and California Tax Credit Allocation Committee
 Recorded: 7/27/2010, [as Instrument No. 2010-1022131](#) of Official Records

The lien or charge of said instrument was subordinated to the lien or charge of the Deed of Trust shown in paragraph 8, of Schedule B Part II

Recorded: 7/27/2010 as Instrument No. [2010-1022137](#), Official Records.

- 12 An unrecorded Lease, upon the terms, covenants and conditions therein provided, disclosed by Subordination Agreement
 Dated: 7/16/2010
 Lessor: New Carver Apartments, L.P., a California limited partnership
 Lessee: WEB Service Company, LLC, a California limited liability company
 Term: as provided therein
 Recorded: 07/27/2010 as Instrument No. [2010-1022134](#), Official Records.

The lien or charge of said instrument was subordinated to the lien or charge of the Deed of Trust shown in paragraph 8, of Schedule B Part II

Recorded: 7/27/2010 as Instrument No. [2010-1022134](#), Official Records.

- 13 An instrument, upon the terms and conditions contained therein
 Entitled: Subordination Agreement
 Dated: 7/16/2010
 Executed by and between: New Carver Apartments, L.P., a California limited partnership, The Skid Row Housing Trust, a California nonprofit public benefit corporation and the Department of Housing and Community Development, a public agency of the State of California
 Recorded: 7/27/2010, [as Instrument No. 2010-1022136](#) of Official Records

The lien or charge of said instrument was subordinated to the lien or charge of the Deed of Trust shown in paragraph 8, of Schedule B Part II

Recorded: 7/27/2010 as Instrument No. [2010-1022136](#), Official Records.

- 14 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$326.72**
Taxpayer: **Skid Row Housing Trust Lessee**
Year/account no.: 20/49105752
Recorded: **12/14/2020** as Instrument No. [2020-1644408](#) , Official Records
- 15 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$158.21**
Taxpayer: **Skid Row Housing Trust Inc
Lessee
Lessee**
Year/account no.: 20/49914183
Recorded: **09/14/2021** as Instrument No. [2021-1401353](#) , Official Records
- 16 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$145.73**
Taxpayer: **Skid Row Housing Trust Inc
Lessee
Lessee**
Year/account no.: 20/49914184
Recorded: **09/14/2021** as Instrument No. [2021-1401354](#) , Official Records
- 17 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$65.61**
Taxpayer: **The Skid Row Housing Trust
Lessee**
Year/account no.: 21/49118982
Recorded: **12/09/2021** as Instrument No. [2021-1830332](#) , Official Records
- 18 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$163.20**
Taxpayer: **The Skid Row Housing Trust
Lessee**
Year/account no.: 22/49118037
Recorded: **12/13/2022** as Instrument No. [2022-1160470](#) , Official Records
- 19 An Abstract of Judgment
Recorded: **3/17/2023** as Instrument No. [2023-173956](#) , Official Records.
Entered: 3/1/2023
Case no.: 22STCV05125
Court: Superior Court of California, County of Los Angeles
Judicial District: Central Division
Amount: **\$27,880.32** plus interest and costs.
In favor of: First National Bank of Omaha, a National Banking Association
Against: **Skid Row Housing Trust
A Corporation**
- Attorney for judgment creditor or mailing address:
Name: The Dunning Law Firm APC
Donald T. Dunning
James MacLeod
Address: 9619 Chesapeake Dr., Ste 210
San Diego, CA 92123

- 20 An instrument, upon the terms and conditions contained therein
 Entitled: Order Granting Ex Parte Application for an Order Appointing Receiver Pursuant to California Health and Safety Code Section 17980.7
 Recorded: 4/13/2023, [as Instrument No. 2023-238024](#), Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Receiver's Certificate No. 1
 Recorded: 4/14/2023, [as Instrument No. 2023-241009](#), Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Order Authorizing Collection of Rents and Increase to Super-Priority Receiver's Certificate
 Recorded: 5/9/2023, [as Instrument No. 2023-302053](#), Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Receiver's Certificate No. 2
 Recorded: 5/19/2023, [as Instrument No. 2023-329164](#), Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Receiver's Certificate No. 3
 Recorded: 5/23/2023, [as Instrument No. 2023-336213](#), Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Order Increasing the Receiver's Certificate
 Recorded: 6/1/2023, [as Instrument No. 2023-358557](#), Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Order Authorizing Receiver to Borrow Additional Funds Pursuant to Receiver's Certificate
 Recorded: 6/29/2023, [as Instrument No. 2023-425483](#), Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Receiver's Certificate No. 4
 Recorded: 6/29/2023, [as Instrument No. 2023-427725](#), Official Records
- Substitution of Trustee and Full Reconveyance recorded 11/16/2023, as Instrument No. 793535 and 793538 and 93539 and 793540 Official Records.
- Notice of Rescission of Reciever recorded 02/23/2024 as Instrument No. 121431, Official Records.
- 21 A Deed of Trust to secure the indebtedness of
 Amount: **\$500,000.00**
 Trustor: **California Receivership Group, Inc., a California Benefit Corporation, solely in Its capacity as Receiver for Properties**
 Trustee: Total Lender Solutions, Inc.
 Beneficiary: Community Improvement Capital, LLC
 Dated: 4/11/2023
 Recorded: **4/14/2023** [as Instrument No. 2023-241010](#) of Official Records
- An agreement modifying said Deed of Trust was recorded 5/19/2023, [as Instrument No. 2023-329165](#), of Official Records
 Dated: 5/18/2023
 Executed by: California Receivership Group, Inc., a California Benefit Corporation, solely in its capacity as Receiver, Total Lender Solutions, Inc. and Community Improvement Capital, LLC
- An agreement modifying said Deed of Trust was recorded 5/23/2023, [as Instrument No. 2023-336214](#), of Official Records
 Dated: 5/20/2023
 Executed by: California Receivership Group, Inc., a California Benefit Corporation, solely in its capacity as Receiver, Total Lender Solutions, Inc. and Community Improvement Capital, LLC
- Substitution of Trustee and Full Reconveyance recorded 11/16/2023, as Instrument No. 793536 and 793537, Official Records

- 22 A claim of mechanic's lien
Amount: \$6,804.79
Claimant: Ferguson Facilities Supply
Recorded: 5/12/2023, as Instrument No. [2023-312954](#), Official Records.
- 23 A Deed of Trust to secure the indebtedness of
Amount: **\$4,348,116.33**
Trustor: **California Receivership Group, Inc., a California Benefit Corporation, solely in Its capacity as Receive**
Trustee: Total Lender Solutions, Inc.
Beneficiary: New Receivership Group, LLC
Dated: 6/28/2023
Recorded: **6/29/2023 as Instrument No. [2023-427726](#)** of Official Records
- Substitution of Trustee and Full Reconveyance recorded 02/21/2024, as Instrument No. 112258, Official Records
- 24 A Deed of Trust to secure the indebtedness of
Amount: **\$10,000,000.00**
Trustor: **Receiver Kevin Singer, of Empire Brokerage & Real Estate Service, Inc. dba Receivership Specialists acting solely in its capacity as Superior Court Receiver for the below-listed properties pursuant to Court Order in Superior Court of California, County of Los Angeles, Case No. 21STCV03760 (City of Los Angeles, a municipal corporation v. Crest Apartments LP, et. al., LASC Case No. 23STCP01011)**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 6/30/2023
Recorded: **7/3/2023 as Instrument No. [2023-434822](#)** of Official Records
- 25 A Deed of Trust to secure the indebtedness of
Amount: **\$2,000,000.00**
Trustor: **Empire Brokerage & Real Estate Services, Inc.**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles
Dated: 10/19/2023
Recorded: **11/15/2023 [790145](#)** of Official Records
- 26 A Deed of Trust to secure the indebtedness of
Amount: **\$10,000,000.00**
Trustor: **Empire Brokerage & Real Estate Services, Inc.**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles
Dated: 11/03/2023
Recorded: **1/2/2024 [3251](#)** of Official Records
- 27 A Deed of Trust to secure the indebtedness of
Amount: **\$4,071,269.70**
Trustor: **Empire Brokerage & Real Estate Services, Inc**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles
Dated: 01/11/2024
Recorded: **1/19/2024 [44590](#)** of Official Records

28 A Deed of Trust to secure the indebtedness of
Amount: **\$10,428,730.30**
Trustor: **Empire Brokerage & Real Estate Services, Inc**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles
Dated: 01/24/2024
Recorded: **1/25/2024 [56756](#)** of Official Records

Schedule C

Guarantee No. CA-2820-1584503-150

Paragraph Numbers: 5 Schedule A
Recording Information: 2/20/2008, as Instrument No. [2008-293291, Official Records](#)
Mailing Address: New Carver Apartments, LP
c/o The Skid Row Housing Trust
1317 East 17th Street,
Los Angeles, CA 90021

New Carver Apartments, LP
325 West 17th Street
Los Angeles, CA 90015

New Carver Apartments, LP
1624 South Hope Street
Los Angeles, CA 90015

Paragraph Numbers: 1 Schedule B Part II
Recording Information: 1/12/2006, as Instrument No. [2006-80251, Official Records](#)
Mailing Address: Schaefer Financial Services, Inc.
14406 Ventura Blvd.
Sherman Oaks, CA 91423

Paragraph Numbers: 1 Schedule B Part II
Recording Information: 2/1/2006, as Instrument No. [2006-244219, Official Records](#)
Mailing Address: Wells Fargo Foothill, Inc.
Attention: Loan Portfolio Manager
13727 Noel Road, Suite 1020
Dallas, Texas 75240

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 4/26/2006, as Instrument No. [2006-909986, Official Records](#)
Mailing Address: Century Housing Corporation
P.O. Box 3651
Culver City, California 90230

Paragraph Numbers: 3 Schedule B Part II
Recording Information: 1/17/2008, as Instrument No. [2008-100424, Official Records](#)
Mailing Address: Vanessa Luna
Skid Row Housing Trust
1317 East 7th Street
Los Angeles, CA 90021

Vanessa Luna
Skid Row Housing Trust
1317 E. 7th Street
Los Angeles, CA 90021

Paragraph Numbers: 3 Schedule B Part II
Recording Information: 2/20/2008, as Instrument No. [2008-293299, Official Records](#)
Mailing Address: Citicorp USA, Inc.
Community Development
787 W. Fifth Street
29th Floor
Los Angeles, California 90071

Citicorp USA, Inc.
Community Development
787 West Fifth Street
29th Floor
Los Angeles, CA 90071

Paragraph Numbers: 4 Schedule B Part II
Recording Information: 2/20/2008, as Instrument No. [2008-2593300, Official Records](#)
Mailing Address: City of Los Angeles
P.O. Box 53279
Los Angeles, CA 90053-2729

City of Los Angeles
Los Angeles Housing Department
P.O. Box 532729
Los Angeles, CA 90053-2729

Paragraph Numbers: 4 Schedule B Part II
Recording Information: 7/27/2010, as Instrument No. [2010-1022135, Official Records](#)
Mailing Address: State of California
Department of Housing and
Community Development
P.O. Box 952052
Sacramento, CA 94252-2052

Paragraph Numbers: 4 Schedule B Part II
Recording Information: 7/27/2010, as Instrument No. [2010-1022138, Official Records](#)
Mailing Address: California Tax Credit Allocation Committee
915 Capitol Mall, Rm. 487
Sacramento, CA 95814
CA-2009-502

Paragraph Numbers: 5 Schedule B Part II
Recording Information: 2/20/2008, as Instrument No. [2008-293301, Official Records](#)
Mailing Address: City of Los Angeles
P.O. Box 53279
Los Angeles, CA 90053-2729

City of Los Angeles
Los Angeles Housing Department
P.O. Box 532729
Los Angeles, CA 90053-2729

Paragraph Numbers: 6 Schedule B Part II
Recording Information: 6/19/2008, as Instrument No. [2008-1094295, Official Records](#)
Mailing Address: Los Angeles Unified School District
Developer Fee Program Office
P.O. Box 512298
Los Angeles, CA 90051

Paragraph Numbers: 6 Schedule B Part II
Recording Information: 7/27/2010, as Instrument No. [2010-1022139, Official Records](#)
Mailing Address: State of California
Department of Housing and
Community Development
P.O. Box 952052
Sacramento, CA 94252-2052

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 7/27/2010, as Instrument No. [2010-1022127, Official Records](#)
Mailing Address: Multifamily Housing Program
Department of Housing and
Community Development
P.O. Box 952052
Sacramento, CA 94252-2052

Paragraph Numbers: 8 Schedule B Part II
Recording Information: 7/27/2010, as Instrument No. [2010-1022128, Official Records](#)
Mailing Address: Multifamily Housing Program
Department of Housing and
Community Development
P.O. Box 952052
Sacramento, CA 94252-2052

Department of Housing and Community Development
Attention: Multifamily Housing Program
P.O. Box 952054
Sacramento, CA 94252-2054

Paragraph Numbers: 9 Schedule B Part II
Recording Information: 7/27/2010, as Instrument No. [2010-1022129, Official Records](#)
Mailing Address: California Tax Credit Allocation Committee
915 Capitol Mall, Rm. 485
Sacramento, CA 95814

Paragraph Numbers: 9 Schedule B Part II
Recording Information: 7/27/2010, as Instrument No. [2010-1022137, Official Records](#)
Mailing Address: Multifamily Housing Program
Department of Housing and
Community Development
P.O. Box 952052
Sacramento, CA 94252-2052

Paragraph Numbers: 10 Schedule B Part II
Recording Information: 7/27/2010, as Instrument No. [2010-1022130, Official Records](#)
Mailing Address: Tax Credit Allocation Committee
915 Capitol Mall, Room 485
P.O. Box 942809
Sacramento, CA 94209-0001

Paragraph Numbers: 10 Schedule B Part II
Recording Information: 7/27/2010, as Instrument No. [2010-1022137, Official Records](#)
Mailing Address: Multifamily Housing Program
Department of Housing and
Community Development
P.O. Box 952052
Sacramento, CA 94252-2052

Paragraph Numbers: 11 Schedule B Part II
Recording Information: 7/27/2010, as Instrument No. [2010-1022131, Official Records](#)
Mailing Address: California Tax Credit Allocation Committee
915 Capitol Mall, Room, 405
Sacramento, CA 95814

Paragraph Numbers: 11 Schedule B Part II
Recording Information: 7/27/2010, as Instrument No. [2010-1022137, Official Records](#)
Mailing Address: Multifamily Housing Program
Department of Housing and
Community Development
P.O. Box 952052
Sacramento, CA 94252-2052

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 7/27/2010, as Instrument No. [2010-1022134, Official Records](#)
Mailing Address: State of California
Department of Housing and
Community Development
Multifamily Housing Program
P.O. Box 952052
Sacramento, CA 94252-2052

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 7/27/2010, as Instrument No. [2010-1022134, Official Records](#)
Mailing Address: State of California
Department of Housing and
Community Development
Multifamily Housing Program
P.O. Box 952052
Sacramento, CA 94252-2052

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 7/27/2010, as Instrument No. [2010-1022136, Official Records](#)
Mailing Address: Multifamily Housing Program
State of California
Department of Housing and
Community Development
P.O. Box 952052
Sacramento, CA 94252-2052

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 7/27/2010, as Instrument No. [2010-1022136, Official Records](#)
Mailing Address: Multifamily Housing Program
State of California
Department of Housing and
Community Development
P.O. Box 952052
Sacramento, CA 94252-2052

Paragraph Numbers: 14 Schedule B Part II
Recording Information: 12/14/2020, as Instrument No. [2020-1644408, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 15 Schedule B Part II
Recording Information: 9/14/2021, as Instrument No. [2021-1401353, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 16 Schedule B Part II
Recording Information: 9/14/2021, as Instrument No. [2021-1401354, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 17 Schedule B Part II
Recording Information: 12/9/2021, as Instrument No. [2021-1830332, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 18 Schedule B Part II
Recording Information: 12/13/2022, as Instrument No. [2022-1160470, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 19 Schedule B Part II
Recording Information: 3/17/2023, as Instrument No. [2023-173956, Official Records](#)
Mailing Address: First National Bank of Omaha
c/o The Dunning Law Firm APC
9619 Chesapeake Dr., Ste. 210
San Diego, CA 92123

First National Bank of Omaha
c/o The Dunning Law Firm APC
9619 Chesapeake Drive, Suite 210
San Diego, CA 92123

Paragraph Numbers: 20 Schedule B Part II
Recording Information: 4/13/2023, as Instrument No. [2023-238024, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard, #107
Santa Monica, CA 90405

Paragraph Numbers: 20 Schedule B Part II
Recording Information: 4/14/2023, as Instrument No. [2023-241009, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 20 Schedule B Part II
Recording Information: 5/9/2023, as Instrument No. [2023-302053, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 20 Schedule B Part II
Recording Information: 5/19/2023, as Instrument No. [2023-329164, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 20 Schedule B Part II
Recording Information: 5/23/2023, as Instrument No. [2023-336213, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd. Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 20 Schedule B Part II
Recording Information: 6/1/2023, as Instrument No. [2023-358557, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 20 Schedule B Part II
Recording Information: 6/29/2023, as Instrument No. [2023-425483, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 20 Schedule B Part II
Recording Information: 6/29/2023, as Instrument No. [2023-427725, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 21 Schedule B Part II
Recording Information: 4/14/2023, as Instrument No. [2023-241010, Official Records](#)
Mailing Address: Community Improvement Capital, LLC
c/o Mark S. Adams
3435 Ocean Park Blvd, Suite 107
Santa Monica, CA 90405

Community Improvement Capital, LLC
c/o Mark S. Adams
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 21 Schedule B Part II
Recording Information: 5/19/2023, as Instrument No. [2023-329165, Official Records](#)
Mailing Address: Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd, Suite 107
Santa Monica, CA 90405

Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 21 Schedule B Part II
Recording Information: 5/23/2023, as Instrument No. [2023-336214, Official Records](#)
Mailing Address: Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd, Suite 107
Santa Monica, CA 90405

Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 22 Schedule B Part II
Recording Information: 5/12/2023, as Instrument No. [2023-312954, Official Records](#)
Mailing Address: Ferguson Facilities Supply
c/o Mail Center
9450 SW Gemini Dr #7790
Beaverton, Oregon 97008-7105

Ferguson Facilities Supply
521 Butler Farm Rd
Hampton, Virginia 23666-1564

Paragraph Numbers: 23 Schedule B Part II
Recording Information: 6/29/2023, as Instrument No. [2023-427726, Official Records](#)
Mailing Address: New Hope Receivership Group, LLC
c/o Mark S. Adams
3435 Ocean Park Blvd, Suite 107
Santa Monica, CA 90405

New Hope Receivership Group, LLC
c/o Mark S. Adams
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 24 Schedule B Part II
Recording Information: 7/3/2023, as Instrument No. [2023-434822, Official Records](#)
Mailing Address: City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 West Olympic Boulevard, Suite 530
Los Angeles, CA 90064

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms - The following terms when used in the Guarantee mean:

- (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Exclusions from Coverage of this Guarantee - The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its option as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability - In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance

upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

12. Subrogation Upon Payment or Settlement - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. Arbitration - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

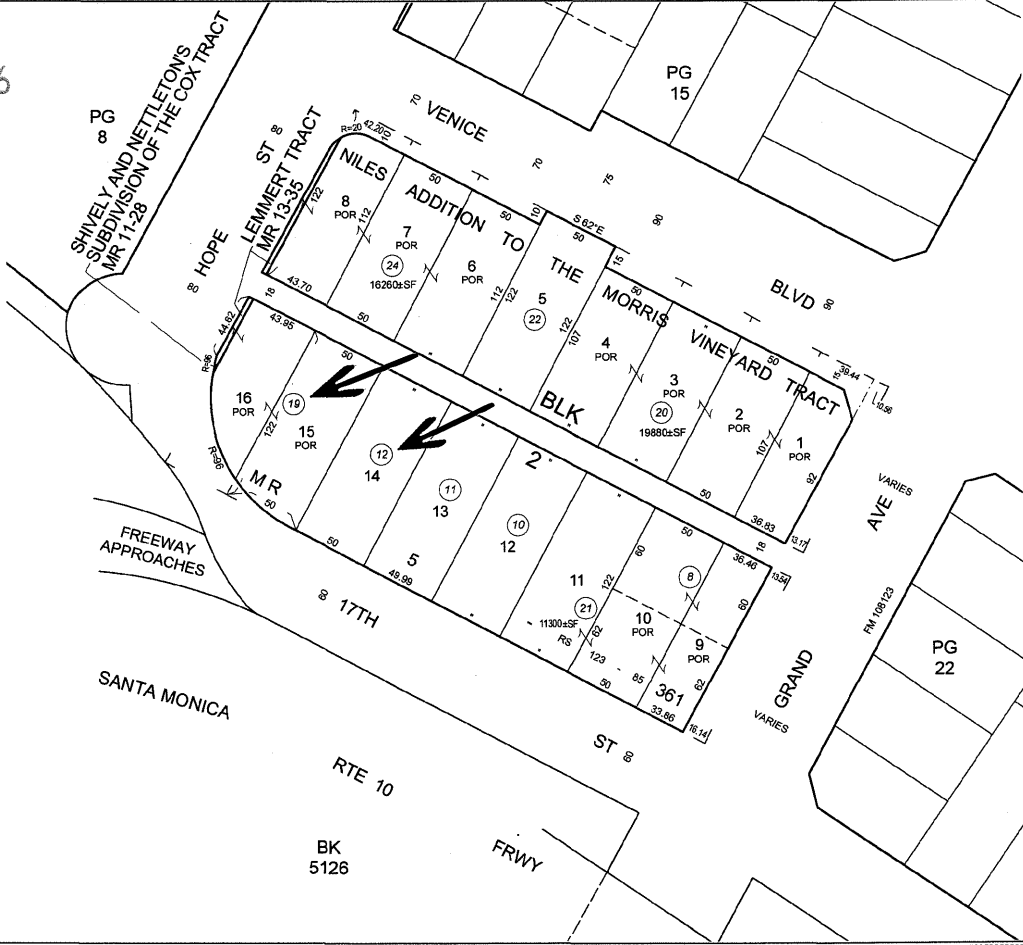
(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston Texas 77252-2029.

2016



MAPPING AND GIS SERVICES SCALE 1" = 60'



150-2393601-05 Comment: Description: Los Angeles, CA Assessor Map - Book, Page 5134, 14 Page 1 of 1 Only

Date Printed: 2/17/2016 4:31:21 PM Date Saved: 2/17/2016 4:31:12 PM

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

EXHIBIT 13

Litigation Guarantee

Order No. 150-2397214-05

Subject to the exclusion from coverage, the limits of Liability and other provisions of the conditions and stipulations hereto annexed and made a part of this guarantee, and subject to the further exclusion and limitations that no guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

Real Advantage Title Insurance Company
A Corporation, herein called the Company,

Guarantees

THE ASSURED NAMED IN SCHEDULE A AGAINST ACTUAL MONETARY LOSS OR DAMAGE NOT EXCEEDING THE LIABILITY AMOUNT STATED IN SCHEDULE A WHICH THE ASSURED SHALL SUSTAIN BY REASON OF ANY INCORRECTNESS IN THE ASSURANCE SET FORTH IN SCHEDULE A.

Real Advantage Title Insurance Company

This endorsement is made a part of the policy and is subject to the terms and provisions thereof and of any prior endorsements thereto, and does not require an original signature.

Litigation Guarantee

Subject to the limitations contained herein, the exclusions form coverage, the limits of liability and other provisions of the Limits of liability and other provisions of the conditions and stipulations here to annexed and made a part of this Guarantee,

Real Advantage Title Insurance Company
a Corporation, herein called the Company

GUARANTEES

This assured named in Schedule A against loss not exceeding the liability amount stated in Schedule A which the assured shall Sustain by reason of any incorrectness in the assurance which the company hereby gives that, according to the public records, as of date of guarantee shown in Schedule A:

1. The title to the herein described state or interest in vested in the vestee named in Schedule A.
2. Except for the matters shown in schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.
3. a) The current interest holders claiming some right, title or interest by reason of the matters shown in part II of Schedule B are as shown therein. The vestee named in Schedule A and parties claiming to have some right, title or interest by reason of the matters shown in part II of Schedule B may be necessary to name defendant in action, the nature of which is referred to in Schedule A.
b) The current interest holders claiming some right, title or interest by reason of the matters shown in part I of Schedule B may also be necessary to name defendant in an action, the nature of which is referred to in Schedule A. However, no assurance is given hereby as to those current interest holders.
4. The return address for mailing after recording, if any, as shown on each and every document referred to in part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown in Schedule A are shown in Schedule C.

THE LITIGATION GUARANTEE IS FURNISHED SOLELY FOR THE PURPOSE OF FACILITATING THE FILING OF THE ACTION REFERRED TO IN SCHEDULE A. IT SHALL NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSES.

Schedule A

Guarantee No. CA-2820-1584563-150

Liability: \$25,000.00 Premium: \$420.00

1. Name of assured:

Receivership Specialists

2. Date of Guarantee: 3/6/2024

3. This Litigation guarantee is furnished solely for the purposes of facilitating the Filing of an action to:

Receivership

4. The Estate or interest in the land which is covered by this Guarantee is:

A Fee

5. Title to the Estate or interest in the land is vested in:

Skid Row Southeast 1 LP, a California limited partnership

6. The Land referred to in this Guarantee is described as follows:

Lots 7 and 8 inclusive of W. J. Fisher's Addition No. 1 to Kohler and Frohling Tract, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 37, Page 91, of Miscellaneous Records, in the Office of the County Recorder of said County.

Parcel No.: 5147-034-016
Also Known as: 1201 East 7th Street
Los Angeles CA 90021

Schedule B

Guarantee No. CA-2820-1584563-150

Defects, liens, encumbrances or other matters affecting title:

Part I

1 General and Special taxes for the fiscal year 2024-2025, including any assessments collected with taxes. A lien not yet payable.

First installment due and payable 11/01/2024, delinquent if not paid by 12/10/2024
Second installment due and payable 02/01/2025, delinquent if not paid by 04/10/2025

2 General and Special taxes for the fiscal year 2023-2024, including any assessments collected with current taxes.

Total amount	\$2,066.66
1st installment	\$1,033.33 , delinquent
Penalty	\$103.33 (after 12/11/2023)
2nd installment	\$1,033.33 , open
Penalty	\$113.33 (after 4/10/2024)
Code area	13259 - City of Los Angeles - 44
Parcel No.	5147-034-016
Exemption	\$1,820,522.00

3 NOTE: DEFAULTED TAX shown below:

Delinquent Tax Year(s) and Installment(s): 2022-2023/Both
Total Amount to redeem if paid by:
March 2024, \$1,193.72
April 2024, \$1,207.92
May 2024, \$1,222.11

4 The Lien of future supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq of the revenue and taxation code of the State of California

5 ALTA Survey By; Penco Engineering, Inc.
Dated: November 19, 2015
Job No.: 15020

3.56' encroachment of a building overhang into the easement for street right of way purposes for 7th Street. Said easement is described in a document recorded as Instrument No. 91-794919 of official records.
3.59' encroachment of a building overhang into the street right of way of Kohler Street.
3.58' encroachment of a building overhang into the street right of way of Kohler Street.

6 The fact that said land is within the boundaries of the Central Business District Redevelopment Area, as disclosed by an instrument recorded 7/22/1975, as Instrument No. 1975-3675, Official Records.

And recorded 7/30/1975, as Instrument No. 1975-3868, Official Records

7 A covenant and agreement wherein the owners of said land covenant and agree, among other things, that said lands shall be held as one parcel, and that no portion shall be sold separately.

Recorded: 12/19/1990, as Instrument No. 1990-2086895, Official Records.

And recorded 1/8/1991, as Instrument No. 1991-28816, Official Records

- 8 An irrevocable offer to dedicate real property for public street or highway, recorded 5/30/1991, as Instrument No. 1991-794919, of Official Records.

Said offer was accepted by resolution, a certified copy of which was recorded: 07/14/1992 as Instrument No. 1992-1274956, Official Records

- 9 Covenants, conditions and restrictions in an instrument recorded [4/17/2013, as Instrument No. 2013-573274, of Official Records](#), which provide that a violation thereof shall not defeat or render invalid the lien of any mortgage or Deed of Trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identify, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

"NOTE: Section 12956.1 (b)(1) of California Government Code provide the following: if this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

An instrument declaring a modification thereof was recorded 12/4/2015 as Instrument No. [2015-1525422](#), Official Records

Part II

- 1 A Deed of Trust to secure the indebtedness of
 Amount: **\$182,748.43**
 Trustor: **Shlomo Bina and Helen Bina, husband and wife, and Daryoush Daian, a single man**
 Trustee: P.E.C. Services, Inc., a California Corporation
 Beneficiary: William J. Kennedy, trustee for The Mary V. Kennedy Irrevocable Intervivos Trust dated March 14, 1977
 Dated: 1/28/1987
 Recorded: **1/30/1987** [as Instrument No. 1987-146358](#) of Official Records

Notice of default under the terms of said Deed of Trust was
 Recorded: 2/15/1989 as Instrument No. [1989-249253](#), Official Records.

- 2 A Deed of Trust to secure the indebtedness of
 Amount: **\$65,000.00**
 Trustor: **Shlomo Bina and Helen Bina, husband and wife, and Daryoush Daian, a single man**
 Trustee: P.E.C. Services, Inc., a California Corporation
 Beneficiary: William J. Kennedy, trustee for The Mary V. Kennedy Irrevocable Intervivos Trust dated March 14, 1977
 Dated: 1/28/1987
 Recorded: **3/31/1987** [as Instrument No. 1987-491268](#) of Official Records

- 3 An instrument, upon the terms and conditions contained therein
 Entitled: Agreement Containing Covenants Affecting Real Property
 Recorded: 7/9/1990, [as Instrument No. 1990-1200787](#), Official Records

An instrument declaring a modification thereof was recorded 12/4/2015 as Instrument No. [2015-1525393](#), Official Records

4 A Deed of Trust to secure the indebtedness of
 Amount: **\$1,120,824.00**
 Trustor: **Skid Row Housing Trust, a California nonprofit public benefit corporation**
 Trustee: Equity Title Company, a California corporation
 Beneficiary: The Community Redevelopment Agency of the City of Los Angeles, California
 Dated: 8/24/1990
 Recorded: **8/29/1990** [as Instrument No. 1990-1497939](#) of Official Records

An agreement modifying said Deed of Trust was recorded 9/4/1991, [as Instrument No. 1991-1387294](#), of Official Records
 Dated: 8/30/1991
 Executed by: The Olympia Hotel Limited Partnership, a California limited partnership and The Community Redevelopment Agency of the City of Los Angeles, California

An agreement modifying said Deed of Trust was recorded 12/4/2015, [as Instrument No. 2015-1525396](#), of Official Records
 Dated: 12/2/2015
 Executed by: The City of Los Angeles, a municipal corporation and Skid Row Southeast 1 LP, a California limited partnership

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 13 of Schedule B, by an agreement
 Recorded: 12/4/2015, [as Instrument No. 2015-1525418](#), Official Records.

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 11 of Schedule B, by an agreement
 Recorded: 12/4/2015, [as Instrument No. 2015-1525419](#), Official Records.

An instrument, upon the terms and conditions contained therein
 Entitled: Assignment, Assumption, and Consent Agreement
 Recorded: 12/4/2015, [as Instrument No. 2015-1525392](#), Official Records

Request that a copy of any notice of default and a copy of any notice of sale under said Deed of Trust be mailed
 To : State of California
 Department of Housing and
 Community Development
 Loan Portfolio Restructuring Program
 At : P.O. Box 952052
 Sacramento, CA 94252-2052
 Recorded : 12/4/2015 as Instrument No. [2015-1525447](#), Official Records.

5 An instrument, upon the terms and conditions contained therein
 Entitled: Agreementg Containing Covenants Affecting Real Property
 Recorded: 11/29/1990, [as Instrument No. 1990-1980396](#), Official Records

An instrument declaring a modification thereof was recorded 12/4/2015 as Instrument No. [2015-1525394](#), Official Records

6 An instrument, upon the terms and conditions contained therein
 Entitled: Regulatory Agreement
 Recorded: 11/19/1993, [as Instrument No. 1993-2278936](#), Official Records

An instrument, upon the terms and conditions contained therein
 Entitled: Assumption of Regulatory Agreement
 Recorded: 12/4/2015, [as Instrument No. 2015-1525433](#), Official Records

The lien or charge of said instrument was subordinated to the lien or charge of the Deed of Trust shown in paragraph 11, of Schedule B
 Recorded: 12/4/2015 as Instrument No. [2015-1525434](#), Official Records.

7 A Deed of Trust to secure the indebtedness of
 Amount: **\$221,216.00**
 Trustor: **Martinez Limited Partnership, a California limited partnership**
 Trustee: Orange Coast Title Company, a California corporation
 Beneficiary: City of Los Angeles, a municipal Corporation
 Dated: 4/4/2011
 Recorded: **4/8/2011** [as Instrument No. 2011-517180](#) of Official Records

An instrument declaring a modification thereof was recorded 12/4/2015 as Instrument No. [2015-1525397](#), Official Records

An instrument declaring a modification thereof was recorded 7/2/2018 as Instrument No. [2018-658878](#), Official Records

8 An instrument, upon the terms and conditions contained therein
 Entitled: Easement and Memorandum of Agreement
 Dated: 5/9/2007
 Executed by and between: Martinez, LP and C-Native Exchange I, LLC, a Delaware limited liability company, through its Los Angeles Metro Division, d/b/a Time Warner Cable
 Recorded: 6/13/2008, [as Instrument No. 2008-1052337](#) of Official Records

The lien or charge of said instrument was subordinated to the lien or charge of the Deed of Trust shown in paragraph 11, of Schedule B

Recorded: 12/4/2015 as Instrument No. [2015-1525435](#), Official Records.

9 An instrument, upon the terms and conditions contained therein
 Entitled: Regulatory Agreement and Declaration of Restrictive Covenants
 Dated: 12/1/2015
 Executed by and between: City of Los Angeles, U.S. Bank National Association, and Skid Row Southeast 1, LP
 Recorded: 12/4/2015, [as Instrument No. 2015-1525381](#), of Official Records

10 An instrument, upon the terms and conditions contained therein
 Entitled: Regulatory Agreement and Declaration of Restrictive Covenants
 Dated: 12/1/2015
 Executed by and between: City of Los Angeles, U.S. Bank National Association, and Skid Row Southeast 1, LP
 Recorded: 12/4/2015, [as Instrument No. 2015-1525382](#), of Official Records

11 A Deed of Trust to secure the indebtedness of
 Amount: **\$9,329,823.00**
 Trustor: **Skid Row Southeast 1 LP, a California limited partnership**
 Trustee: American Securities Company, a California corporation
 Beneficiary: City of Los Angeles, a charter city and municipal corporation
 Dated: 12/1/2015
 Recorded: **12/4/2015** [as Instrument No. 2015-1525383](#), of Official Records

Request that a copy of any notice of default and a copy of any notice of sale under said Deed of Trust be mailed

To : State of California
 Department of Housing and
 Community Development
 Loan Portfolio Restructuring Program

At : P.O. Box 952052
 Sacramento, CA 94252-2052

Recorded : 2/23/2016 as Instrument No. [2016-190976](#), Official Records.

The beneficial interest under said Deed of Trust was assigned

To: U.S. Bank National Association, a national banking association, in its capacity as Bond Trustee

By Assignment Recorded: 12/4/2015, [as Instrument No. 2015-1525384](#), Official Records.

- 12 An instrument, upon the terms and conditions contained therein
 Entitled: Department of Housing and Community Development
 Loan Program Restructuring Program
 Regulatory Agreement
 Loan Number 15-LPR-0007
 Dated: 12/1/2015
 Executed by and between: Skid Row Southeast 1 LP, a California limited partnership and the Department of Housing
 and Community Development, a public agency of the State of California
 Recorded: 12/4/2015, [as Instrument No. 2015-1525385](#) of Official Records
- 13 A Deed of Trust to secure the indebtedness of
 Amount: **\$4,336,722.89**
 Trustor: **Skid Row Southeast 1 LP, a California limited partnership**
 Trustee: Commonwealth Land Title Company, a California corporation
 Beneficiary: Department of Housing and Community Development
 Dated: 12/1/2015
 Recorded: **12/4/2015** [as Instrument No. 2015-1525386](#), of Official Records

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 11 of Schedule B, by an agreement

Recorded: 12/4/2015, [as Instrument No. 2015-1525387](#), Official Records.

- 14 An instrument, upon the terms and conditions contained therein
 Entitled: Regulatory Agreement
 Dated: 12/2/2015
 Executed by and between: The City of Los Angeles, a municipal corporation, Martinez Limited Partnership, a California
 limited partnership and Skid Row Southeast 1 LP, a California limited partnership
 Recorded: 12/4/2015, [as Instrument No. 2015-1525421](#), of Official Records

An instrument declaring a modification thereof was recorded 7/2/2018 as Instrument No. [2018-658879](#), Official Records

- 15 A Deed of Trust to secure the indebtedness of
 Amount: **\$1,500,000.00**
 Trustor: **Skid Row Southeast 1 LP, a California limited partnership**
 Trustee: American Securities Company
 Beneficiary: The Skid Row Housing Trust, a California nonprofit public benefit corporation
 Dated: 12/1/2015
 Recorded: **12/4/2015** [as Instrument No. 2015-1525426](#) of Official Records

Request that a copy of any notice of default and a copy of any notice of sale under said Deed of Trust be mailed

To : State of California
 Department of Housing and
 Community Development
 Loan Portfolio Restructuring Program

At : P.O. Box 952052
 Sacramento, CA 94252-2052

Recorded : 2/23/2016 as Instrument No. [2016-190975](#), Official Records.

The beneficial interest under said Deed of Trust was assigned

To: Wells Fargo Financial National Bank, Community Lending and Investment
 By Assignment Recorded: 12/4/2015, [as Instrument No. 2015-1525427](#), Official Records.

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 13 of Schedule B, by an agreement

Recorded: 12/4/2015, [as Instrument No. 2015-1525428](#), Official Records.

- 16 A Deed of Trust to secure the indebtedness of
 Amount: **\$338,769.00**
 Trustor: **Skid Row Southeast 1 LP, a California limited partnership**
 Trustee: Commonwealth Land Title Company, a California corporation
 Beneficiary: SKid Row Southeast 1 GP LLC, a California limited liability company
 Dated: 12/1/2015
 Recorded: **12/4/2015** [as Instrument No. 2015-1525429](#), of Official Records

Request that a copy of any notice of default and a copy of any notice of sale under said Deed of Trust be mailed

To : State of California
 Department of Housing and
 Community Development
 Loan Portfolio Restructuring Program

At : P.O. Box 952052
 Sacramento, CA 94252-2052

Recorded : 2/23/2016 as Instrument No. [2016-190974](#), Official Records.

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 11 of Schedule B, by an agreement

Recorded: 12/4/2015, [as Instrument No. 2015-1525430](#), Official Records.

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 13 of Schedule B, by an agreement

Recorded: 12/4/2015, [as Instrument No. 2015-1525431](#), Official Records.

- 17 An instrument, upon the terms and conditions contained therein
 Entitled: Subordination Agreement
 (Purchase Option and Right of First Refusal)
 Dated: 12/1/2015
 Executed by and between: Skid Row Southeast 1 LP, a California limited partnership, Skid Row Southeast 1 GP LLC, a California limited liability company, and the Department of Housing and Community Development, a public agency of the State of California
 Recorded: 12/4/2015, [as Instrument No. 2015-1525436](#), of Official Records
- 18 An instrument, upon the terms and conditions contained therein
 Entitled: Payment Bond
 Executed by: The Hanover Insurance Company
 Amount: \$5,665,318.00, together with penalties and costs, if any
 Recorded: 12/4/2015, [as Instrument No. 2015-1525437](#), Official Records.

For additional information please contact:

The Hanover Insurance Company
 440 Lincoln Street
 Worcester, MA 01653

- 19 An instrument, upon the terms and conditions contained therein
 Entitled: Performance Bond
 Executed by: The Hanover Insurance Company
 Amount: \$5,665,318.00, together with penalties and costs, if any
 Recorded: 12/4/2015, [as Instrument No. 2015-1525446](#), Official Records.

For additional information please contact:

The Hanover Insurance Company
 440 Lincoln Street
 Worcester, MA 01653

- 20 An instrument, upon the terms and conditions contained therein
Entitled: Regulatory Agreement
Federal and State Credits
Tax-Exempt Bond Financial Project
Dated: 11/13/2019
Executed by and between: California Tax Credit Allocation Committee and Skid Row Southeast 1 LP
Recorded: 12/20/2019, [as Instrument No. 2019-1427160](#) of Official Records
- 21 An instrument, upon the terms and conditions contained therein
Entitled: Order Granting Ex Parte Application for an Order Appointing Receiver Pursuant to California Health and Safety Code Section 17980.7 Case No. 23STCP01011
Recorded: 4/13/2023, [as Instrument No. 2023-238024](#), Official Records
- An instrument, upon the terms and conditions contained therein
Entitled: Order Authorizing Collection of Rents and Increase to Super-Priority Receiver's Certificate Case No. 23STCP01011
Recorded: 5/9/2023, [as Instrument No. 2023-302053](#), Official Records
- An instrument, upon the terms and conditions contained therein
Entitled: Receiver's Certificate No. 2
Recorded: 5/19/2023, [as Instrument No. 2023-329164](#), Official Records
- An instrument, upon the terms and conditions contained therein
Entitled: Receiver's Certificate No. 3
Recorded: 5/23/2023, [as Instrument No. 2023-336213](#), Official Records
- An instrument, upon the terms and conditions contained therein
Entitled: Order Increasing the Receiver's Certificate Case No. 23STCP01011
Recorded: 6/1/2023, [as Instrument No. 2023-358557](#), Official Records
- An instrument, upon the terms and conditions contained therein
Entitled: Notice of Rescission of Receiver's Certificate No. 4
Recorded: 2/23/2024, [as Instrument No. 2024-121431](#), Official Records
- 22 A Deed of Trust to secure the indebtedness of
Amount: **\$10,000,000.00**
Trustor: **Receiver Kevin Singer, of Empire Brokerage & Real Estate Service, Inc. dba Receivership Specialists acitng solely in its capacity as Superior Court Receiver**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 6/30/2023
Recorded: 7/3/2023 [as Instrument No. 2023-434822](#), of Official Records
- 23 A Deed of Trust to secure the indebtedness of
Amount: **\$2,000,000.00**
Trustor: **Empire Brokerage & Real Estate Service, Inc. dba Receivership Specialists**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 10/19/2023
Recorded: 11/15/2023 [as Instrument No. 2023-790145](#), of Official Records
- 24 A Deed of Trust to secure the indebtedness of
Amount: **\$10,000,000.00**
Trustor: **Empire Brokerage & Real Estate Service, Inc. dba Receivership Specialists**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 11/3/2023
Recorded: 1/2/2024 [as Instrument No. 2024-3251](#), of Official Records

- 25 A Deed of Trust to secure the indebtedness of
Amount: **\$4,071,269.70**
Trustor: **Empire Brokerage & Real Estate Service, Inc. dba Receivership Specialists**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 1/11/2024
Recorded: **1/19/2024 [as Instrument No. 2024-44590](#)**, of Official Records
- 26 A Deed of Trust to secure the indebtedness of
Amount: **\$10,428,730.30**
Trustor: **Empire Brokerage & Real Estate Service, Inc. dba Receivership Specialists**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 1/24/2024
Recorded: **1/25/2024 [as Instrument No. 2024-56756](#)**, of Official Records

Schedule C

Guarantee No. CA-2820-1584563-150

Paragraph Numbers: 5 Schedule A
Recording Information: 12/4/2015, as Instrument No. [2015-1525380, Official Records](#)
Mailing Address: Skid Row Southeast 1 LP
1201 East 7th Street
Los Angeles, CA 90021

Skid Row Southeast 1 LP
1317 E. 7th Street
Los Angeles, CA 90201

Skid Row Southeast 1 LP
1317 East 7th Street
Los Angeles, CA 90021

Paragraph Numbers: 1 Schedule B Part II
Recording Information: 1/30/1987, as Instrument No. [1987-146358, Official Records](#)
Mailing Address: William J. Kennedy, Trustee
22516 Lake Forest Lane
El Toro, Ca. 92630

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 3/31/1987, as Instrument No. [1987-491268, Official Records](#)
Mailing Address: William J. Kennedy, Trustee
22516 Lake Forest Lane
El Toro, Ca. 92630

Paragraph Numbers: 3 Schedule B Part II
Recording Information: 7/9/1990, as Instrument No. [1990-1200787, Official Records](#)
Mailing Address: The Community Redevelopment Agency
of the City of Los Angeles, California
354 S. Spring Street, Suite 800
Los Angeles, California 90013
Attention: Rehabilitation Department

Paragraph Numbers: 3 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525393, Official Records](#)
Mailing Address: City of Los Angeles
Los Angeles Housing Department
P.O. Box 53279
Los Angeles, CA 90053-2729
Attn: Asset Management

Paragraph Numbers: 4 Schedule B Part II
Recording Information: 8/29/1990, as Instrument No. [1990-1497939, Official Records](#)
Mailing Address: The Community Redevelopment Agency
of the City of Los Angeles, California
354 South Spring Street, Suite 800
Los Angeles, California 90013
Attn: Rehabilitation Department
J. Lujan

Paragraph Numbers: 4 Schedule B Part II
Recording Information: 9/4/1991, as Instrument No. [1991-1387294, Official Records](#)
Mailing Address: The Community Redevelopment Agency
of the City of Los Angeles, California
354 South Spring Street, Suite 800
Los Angeles, California 90013
Attn: John Lujan, Rehab.

Paragraph Numbers: 4 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525396, Official Records](#)
Mailing Address: City of Los Angeles
Los Angeles Housing Department
P.O. Box 53279
Los Angeles, CA 90053-2729
Attn: Asset Management

Paragraph Numbers: 4 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525418, Official Records](#)
Mailing Address: State of California
Department of Housing and
Community Development
Loan Portfolio Restructuring Program
P.O. Box 952052
Sacramento, CA 94252-2052

Skid Row Southeast 1, L.P.
1317 East 7th Street
Los Angeles, Ca 90021
Attention: Executive Director

City of Los Angeles
Housing and Community Investment Department
P.O. Box 532729
Los Angeles, Ca 90053-2729
Attention: Portfolio Management

City of Los Angeles
Housing and Community Investment Department
P.O. Box 532729
Los Angeles, Ca 90053-2729
Attention: Director of Major Projects Division

Paragraph Numbers: 4 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525419, Official Records](#)
Mailing Address: Wells Fargo Bank, National Association
Community Lending and Investment
333 Market St.
18th Fl.
San Francisco, CA 94105

Los Angeles Housing and Community Investment Department
P.O. Box 532729
Los Angeles, California 90053-2729
Attention: Asset Management

Los Angeles Housing and Community Investment Department
1200 W. 7th Street
8th Floor
Los Angeles, California 90017
Attention: Director of Major Projects Division

Skid Row Southeast 1 LP
c/o The Skid Row Housing Trust
1317 East 7th Street
Los Angeles, California 90021
Attention: Dana Trujillo

Paragraph Numbers: 4 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525392, Official Records](#)
Mailing Address: City of Los Angeles
Housing and Community Investment Department
P.O. Box 532729
Los Angeles, Ca 90053-2729
Attn: Asset Management

Paragraph Numbers: 4 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525447, Official Records](#)
Mailing Address: State of California
Department of Housing and
Community Development
Loan Portfolio Restructuring Program
P.O. Box 952052
Sacramento, CA 94252-2052

Paragraph Numbers: 5 Schedule B Part II
Recording Information: 11/29/1990, as Instrument No. [1990-1980396, Official Records](#)
Mailing Address: The Community Redevelopment Agency
of the City of Los Angeles, California
354 S. Spring Street, Suite 800
Los Angeles, California 90013
Attention: Rehabilitation Department
Myra Wasdin

Paragraph Numbers: 5 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525394, Official Records](#)
Mailing Address: City of Los Angeles
Los Angeles Housing Department
P.O. Box 53279
Los Angeles, CA 90053-2729

Paragraph Numbers: 6 Schedule B Part II
Recording Information: 11/19/1993, as Instrument No. [1993-2278936, Official Records](#)
Mailing Address: Tax Credit Allocation Committee
915 Capitol Mall, Room 485
P.O. Box 942809
Sacramento, CA 94209-0001

Paragraph Numbers: 6 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525433, Official Records](#)
Mailing Address: Tax Credit Allocation Committee
915 Capitol Mall, Room 485
P.O. Box 942809
Sacramento, CA 94209-0001

Paragraph Numbers: 6 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525434, Official Records](#)
Mailing Address: Wells Fargo Bank, National Association
Community Lending and Investment
333 Market St.
18th Floor
San Francisco, CA 94105

Davis Wright Tremaine LLP
865 S. Figueroa Street
Suite 2400
Los Angeles, California 90017
Attention: Mark Nelson, ESq.

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 4/8/2011, as Instrument No. [2011-517180, Official Records](#)
Mailing Address: City of Los Angeles
Los Angeles Housing Department
P.O. Box 53279
Los Angeles, CA 90053-2729
Attn: Asset Management

Martinez Limited Partnership
1317 East 7th Street
Los Angeles, CA 90021
Attention: Executive Director

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525397, Official Records](#)
Mailing Address: City of Los Angeles
Los Angeles Housing Department
P.O. Box 53279
Los Angeles, CA 90053-2729
Attn: Asset Management

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 7/2/2018, as Instrument No. [2018-658878, Official Records](#)
Mailing Address: City of Los Angeles
Los Angeles Housing Department
P.O. Box 53279
Los Angeles, CA 90053-2729
Attn: Asset Management

Paragraph Numbers: 8 Schedule B Part II
Recording Information: 6/13/2008, as Instrument No. [2008-1052337, Official Records](#)
Mailing Address: Time Warner Cable
Business Development Department
1511 Cravens Avenue
Torrance, CA 90501

Paragraph Numbers: 8 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525435, Official Records](#)
Mailing Address: Wells Fargo Bank, National Association
Community Lending and Investment
333 Market St.
18th Floor
San Francisco, CA 94105

Paragraph Numbers: 9 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525381, Official Records](#)
Mailing Address: Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102
Attention: J. Toger Swanson, Esq.

Paragraph Numbers: 10 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525382, Official Records](#)
Mailing Address: Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102
Attention: J. Toger Swanson, Esq.

Paragraph Numbers: 11 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525383, Official Records](#)
Mailing Address: City of Los Angeles
c/o Wells Fargo Bank, National Association
Community Lending and Investment
333 Market St.
18th Floor
San Francisco, CA 94105

City of Los Angeles
Housing and Community Investment Department, 8th Floor
1200 West 7th Street
Los Angeles, California 90017
Attn: Supervisor, Affordable Housing Bond Program

Los Angeles Housing and Community Investment Department
P.O. Box 532729
Los Angeles, CA 90053
Attn: Supervisor, Affordable Housing Bond Program

Wells Fargo Bank, National Association
Community Lending and Investment
333 Market St.
18th Floor
San Francisco, CA 94105
Attention: Jean Hembree
Loan No 1015079

Paragraph Numbers: 11 Schedule B Part II
Recording Information: 2/23/2016, as Instrument No. [2016-190976, Official Records](#)
Mailing Address: State of California
Department of Housing and
Community Development
Loan Portfolio Restructuring Program
P.O. Box 952052
Sacramento, CA 94252-2052
Attention: Legal Affairs Division

Paragraph Numbers: 11 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525384, Official Records](#)
Mailing Address: Wells Fargo Bank, National Association
Community Lending and Investment
(MAC# E2064-075)
333 S. Grand Avenue
7th Floor
Los Angeles, California 90071

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525385, Official Records](#)
Mailing Address: Department of Housing and
Community Development
Loan Portfolio Restructuring Program
P.O. Box 952052
Sacramento, CA 94252-2052
Attn: Legal Affairs Division

Department of Housing and
Community Development
Asset Management and Compliance
2020 West El Camino Avenue
Sacramento, CA 95833

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525386, Official Records](#)
Mailing Address: State of California
Department of Housing and
Community Development
Loan Portfolio Restructuring Program
P.O. Box 952052
Sacramento, CA 94252-2052
Attention: Legal Affairs Division

Department of Housing and Community Development
Attention: Loan Portfolio Restructuring Program
P.O. Box 952054
Sacramento, CA 94252-2052

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525387, Official Records](#)
Mailing Address: Wells Fargo Bank, National Association
Community Lending and Investment
333 Market St.
18th Floor
San Francisco, CA 94105

Department of Housing and Community Development
Rental Housing Development Section
P.O. Box 952054
Sacramento, CA 94252-2054
Attn: Transactions Unit Manager

Department of Housing and Community Development
Rental Housing Development Section
2020 W. El Camino Avenue, Suite 400
Sacramento, CA 95833
Attn: Transactions Unit Manager

Paragraph Numbers: 14 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525421, Official Records](#)
Mailing Address: City of Los Angeles
Los Angeles Housing Department
P.O. Box 53279
Los Angeles, CA 90053-2729
Attn: Asset Management

City of Los Angeles
Housing and Community Investment Department
P.O. Box 532729
Los Angeles, CA 90053-2729
Attention: Asset Management

Director of Housing Development Division
Skid Row Southeast 1 LP
1317 East 7th Street
Los Angeles, CA 90021
Attention: Chief Executive Director

U.S. Bancorp Community Development Corp.
1307 Washington Avenue, Suite 300
Saint Louis, MO 63103
Attention: Executive Officer

Paragraph Numbers: 14 Schedule B Part II
Recording Information: 7/2/2018, as Instrument No. [2018-658879, Official Records](#)
Mailing Address: City of Los Angeles
Los Angeles Housing Department
P.O. Box 53279
Los Angeles, CA 90053-2729
Attn: Asset Management

Paragraph Numbers: 15 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525426, Official Records](#)
Mailing Address: The Skid Row Housing Trust
1317 E. 7th Street
Los Angeles, CA 90021

The Skid Row Housing Trust
c/o Wells Fargo Financial National Bank
MAC A0119-183
333 Market Street, 18th Floor
San Francisco, CA 94105

Paragraph Numbers: 15 Schedule B Part II
Recording Information: 2/23/2016, as Instrument No. [2016-190975, Official Records](#)
Mailing Address: State of California
Department of Housing and
Community Development
Loan Portfolio Restructuring Program
P.O. Box 952052
Sacramento, CA 94252-2052
Attention: Legal Affairs Division

Paragraph Numbers: 15 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525427, Official Records](#)
Mailing Address: Wells Fargo Bank, National Association
Community Lending and Investment
333 Market St.
MAC # A0119-183
San Francisco, CA 94105

U.S. Bancorp Community Development Corporation
1307 Washington Avenue, Suite 300, Mail Code: SL MO RMCD
St. Louis, MO 63103
Attn: Director of LIHTC Asset Management

Jana Cohen Barbe, Esq.
Dentons US LLP
8000 Sears Tower
Chicago, IL 60606

Paragraph Numbers: 16 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525429, Official Records](#)
Mailing Address: Skid Row Southeat 1 GP LLC
1317 East 7th Street
Los Angeles, CA 90021

Paragraph Numbers: 16 Schedule B Part II
Recording Information: 2/23/2016, as Instrument No. [2016-190974, Official Records](#)
Mailing Address: State of California
Department of Housing and
Community Development
Loan Portfolio Restructuring Program
P.O. Box 952052
Sacramento, CA 94252-2052

Paragraph Numbers: 16 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525430, Official Records](#)
Mailing Address: Wells Fargo Bank, National Association
Community Lending and Investment
333 Market St.
18th Floor
San Francisco, CA 94105

Paragraph Numbers: 16 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525431, Official Records](#)
Mailing Address: State of California
Department of Housing and
Community Development
Loan Portfolio Restructuring Program
P.O. Box 952052
Sacramento, CA 94252-2052
Attention: Legal Affairs Division

Paragraph Numbers: 17 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525436, Official Records](#)
Mailing Address: State of California
Department of Housing and
Community Development
Loan Portfolio Restructuring Program
P.O. Box 952052
Sacramento, CA 94252-2052
Attention: Legal Affairs Division

Paragraph Numbers: 18 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525437, Official Records](#)
Mailing Address: LTD Construction Services, G. P. dba
Walton Construction Services
358 E. Foothill Blvd.
San Dimas, CA 91773

The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653

Paragraph Numbers: 19 Schedule B Part II
Recording Information: 12/4/2015, as Instrument No. [2015-1525446, Official Records](#)
Mailing Address: LTD Construction Services, G. P. dba
Walton Construction Services
358 E. Foothill Blvd.
San Dimas, CA 91773

The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653

Paragraph Numbers: 20 Schedule B Part II
Recording Information: 12/20/2019, as Instrument No. [2019-1427160, Official Records](#)
Mailing Address: Tax Credit Allocation Committee
915 Capitol Mall, Room 485
P. O. Box 942809
Sacramento, CA 94209-0001

Paragraph Numbers: 21 Schedule B Part II
Recording Information: 4/13/2023, as Instrument No. [2023-238024, Official Records](#)
Mailing Address: City of Los Angeles
C/O California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

Paragraph Numbers: 21 Schedule B Part II
Recording Information: 5/9/2023, as Instrument No. [2023-302053, Official Records](#)
Mailing Address: City of Los Angeles
C/O California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

Paragraph Numbers: 21 Schedule B Part II
Recording Information: 5/19/2023, as Instrument No. [2023-329164, Official Records](#)
Mailing Address: City of Los Angeles
C/O California Receivership Group, inc.
a California Benefit Corporation
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

Paragraph Numbers: 21 Schedule B Part II
Recording Information: 5/23/2023, as Instrument No. [2023-336213, Official Records](#)
Mailing Address: City of Los Angeles
C/O California Receivership Group, inc.
a California Benefit Corporation
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

Paragraph Numbers: 21 Schedule B Part II
Recording Information: 6/1/2023, as Instrument No. [2023-358557, Official Records](#)
Mailing Address: City of Los Angeles
C/O California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

Paragraph Numbers: 21 Schedule B Part II
Recording Information: 2/23/2024, as Instrument No. 2024-121431, Official Records
Mailing Address: California Receivership Group, Inc.
a California Benefit Corporation
C/O Mark S. Adams
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

Paragraph Numbers: 22 Schedule B Part II
Recording Information: 7/3/2023, as Instrument No. [2023-434822, Official Records](#)
Mailing Address: City of Los Angeles
C/O Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

Paragraph Numbers: 23 Schedule B Part II
Recording Information: 11/15/2023, as Instrument No. [2023-790145, Official Records](#)
Mailing Address: City of Los Angeles
C/O Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

Paragraph Numbers: 24 Schedule B Part II
Recording Information: 1/2/2024, as Instrument No. [2024-3251, Official Records](#)
Mailing Address: City of Los Angeles
C/O Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

Paragraph Numbers: 25 Schedule B Part II
Recording Information: 1/19/2024, as Instrument No. [2024-44590, Official Records](#)
Mailing Address: City of Los Angeles
C/O Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

Paragraph Numbers: 26 Schedule B Part II
Recording Information: 1/25/2024, as Instrument No. [2024-56756, Official Records](#)
Mailing Address: City of Los Angeles
C/O Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms - The following terms when used in the Guarantee mean:

- (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Exclusions from Coverage of this Guarantee - The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its option as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability - In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance

upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

12. Subrogation Upon Payment or Settlement - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. Arbitration - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

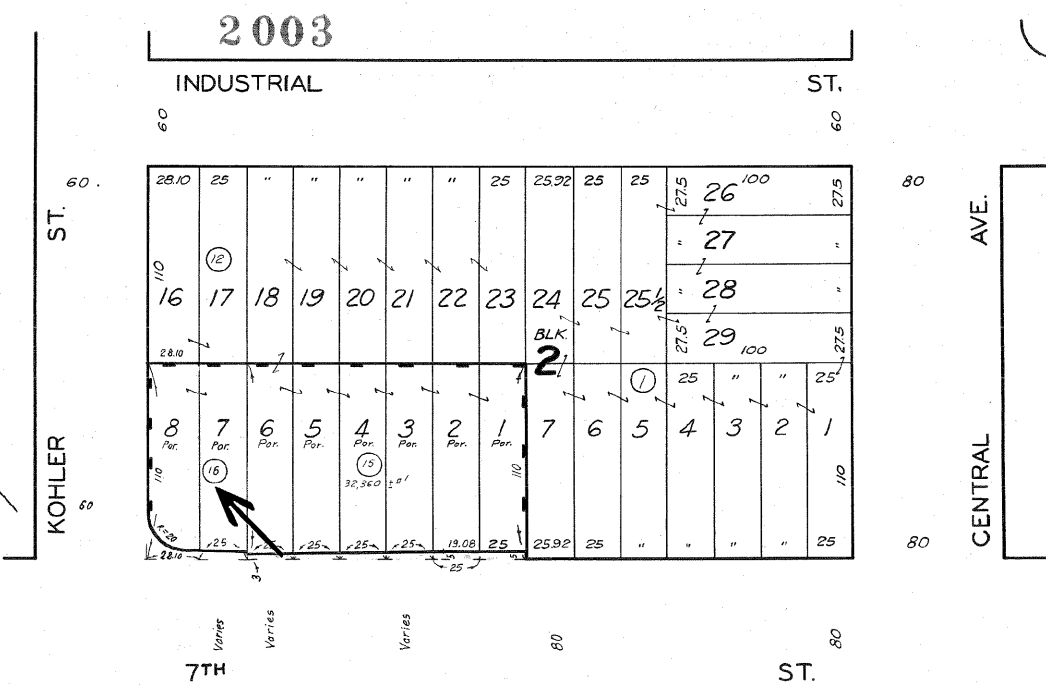
(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston Texas 77252-2029.

Description: Los Angeles, CA Assessor Map - Book, Page 5147.34 Page 1 of 1 ONLY
 Order: 150-2387214-05 Comment:

Revised
 9-17-63 P
 8-17-64
 251554
 271/1300L 015001/
 83091208006001-23
 9212080001001-23
 030115



W. J. FISHER'S ADDITION NO. 1
 TO KOHLER AND FROHLING TRACT
 M.R. 37-91

F. B. WILDE'S SUBDIVISION
 OF A PART OF CORONEL TRACT
 M.R. 55-81

CODE
 13259

FOR PREV. ASSM'T SEE 1096 - 34

ASSESSOR'S MAP
 COUNTY OF LOS ANGELES, CALIF.

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

EXHIBIT 14

Litigation Guarantee

Order No. 150-2383603-05

Subject to the exclusion from coverage, the limits of Liability and other provisions of the conditions and stipulations hereto annexed and made a part of this guarantee, and subject to the further exclusion and limitations that no guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

Real Advantage Title Insurance Company
A Corporation, herein called the Company,

Guarantees

THE ASSURED NAMED IN SCHEDULE A AGAINST ACTUAL MONETARY LOSS OR DAMAGE NOT EXCEEDING THE LIABILITY AMOUNT STATED IN SCHEDULE A WHICH THE ASSURED SHALL SUSTAIN BY REASON OF ANY INCORRECTNESS IN THE ASSURANCE SET FORTH IN SCHEDULE A.

Real Advantage Title Insurance Company

This endorsement is made a part of the policy and is subject to the terms and provisions thereof and of any prior endorsements thereto, and does not require an original signature.

Litigation Guarantee

Subject to the limitations contained herein, the exclusions form coverage, the limits of liability and other provisions of the Limits of liability and other provisions of the conditions and stipulations here to annexed and made a part of this Guarantee,

Real Advantage Title Insurance Company
a Corporation, herein called the Company

GUARANTEES

This assured named in Schedule A against loss not exceeding the liability amount stated in Schedule A which the assured shall Sustain by reason of any incorrectness in the assurance which the company hereby gives that, according to the public records, as of date of guarantee shown in Schedule A:

1. The title to the herein described state or interest in vested in the vestee named in Schedule A.
2. Except for the matters shown in schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.
3.
 - a) The current interest holders claiming some right, title or interest by reason of the matters shown in part II of Schedule B are as shown therein. The vestee named in Schedule A and parties claiming to have some right, title or interest by reason of the matters shown in part II of Schedule B may be necessary to name defendant in action, the nature of which is referred to in Schedule A.
 - b) The current interest holders claiming some right, title or interest by reason of the matters shown in part I of Schedule B may also be necessary to name defendant in an action, the nature of which is referred to in Schedule A. However, no assurance is given hereby as to those current interest holders.
4. The return address for mailing after recording, if any, as shown on each and every document referred to in part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown in Schedule A are shown in Schedule C.

THE LITIGATION GUARANTEE IS FURNISHED SOLELY FOR THE PURPOSE OF FACILITATING THE FILING OF THE ACTION REFERRED TO IN SCHEDULE A. IT SHALL NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSES.

Schedule A

Guarantee No. CA-2820-1584504-150

Liability: \$25,000.00 Premium: \$336.00

1. Name of assured:

Receiver Specialists

2. Date of Guarantee: 2/29/2024

3. This Litigation guarantee is furnished solely for the purposes of facilitating the Filing of an action to:

Receivership

4. The Estate or interest in the land which is covered by this Guarantee is:

A Fee

5. Title to the Estate or interest in the land is vested in:

Produce Apartments Limited Partnership, a California limited partnership, subject to paragraph no(s). 14 of Schedule B.

6. The Land referred to in this Guarantee is described as follows:

Lots 1 to 19 inclusive of the George E. Frink Subdivision of the Western Portion of Block 1 of the Coronel Tract, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 107, Page 97 of Miscellaneous Records, in the office of the County Recorder of Los Angeles County, State of California.

Sand land is also known as the Northwesterly 250 feet of Block 1 of the Coronel Tract, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 42, Page 32 of Miscellaneous Records, in the office of the County Recorder of said County.

Parcel No.: 5147-035-001
Also Known as: 676 South Central Avenue
Los Angeles CA 90021

Schedule B

Guarantee No. CA-2820-1584504-150

Defects, liens, encumbrances or other matters affecting title:

Part I

- 1 General and Special taxes for the fiscal year 2023-2024, including any assessments collected with current taxes.
 - Total amount **\$22,248.60**
 - 1st installment **\$11,124.31**, Delq
 - Penalty **\$1,112.43** (after 12/11/2023)
 - 2nd installment **\$11,124.29**, open
 - Penalty **\$1,122.42** (after 4/10/2024)
 - Code area 13259 - City of Los Angeles - 44
 - Parcel No. **5147-035-001**
 - Exemption \$7,483,033.00 (AO)

- 2 NOTE: DEFAULTED TAX shown below:

 Delinquent Tax Year(s) and Installment(s): 2022/Both
 Total Amount to redeem if paid by:
 March 2023, \$26,756.67
 April 2023, \$27,081.35
 May 2023, \$27,406.02

Please Note: *** High liability sale - Exam. of County Records is required ***

- 3 The Lien of future supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq of the revenue and taxation code of the State of California
- 4 The effect of a map of community facilities district and the notice of special tax authorization and the lien of any taxes or assessments levied by or bonds issued by City of Los Angeles, filed in Book (not shown), Page(s) (not shown), assessment maps, as disclosed by a document recorded [5/29/2003, as Instrument No. 2003-1532007](#), Official Records.
- 5 An Oil and Gas Lease affecting this and other property executed by the owner of said land and by others as owners of other land, for the term and upon the terms, covenants and provisions therein provided
 Recorded: 8/10/1967, as Instrument No. 1967-2334, Official Records.
 Dated: 8/29/1966
 Term: as said therein years from date hereof and any other term as provided for therein
 Lessor: Produce Building and Realty Co.
 Lessee: Signal Oil and Gas Company, a Corporation

The present ownership of said leasehold and other matters affecting the interest of the lessee are not shown herein.

- 6 The fact that said land is within the boundaries of the Central Business District Redevelopment Area, as disclosed by an instrument recorded 7/22/1975, as Instrument No. 1975-3675, Official Records.

And re-recorded 7/30/1975, as Instrument No. 1975-3868, Official Records.

- 7 An instrument, upon the terms and conditions contained therein
 Entitled: Notice of Buildings within the Scope of Division 88 - Earthquake Hazard Reduction in Existing Buildings -
 Recorded: 1/16/1986, as Instrument No. 1986-61598, Official Records

- 8 A covenant and agreement wherein the owners of said land covenant and agree, among other things, that said lands shall be held as one parcel, and that no portion shall be sold separately.
Recorded: [9/21/1992, as Instrument No. 1992-1755029](#), Official Records.
- 9 Any rights, interests, or claims which may exist or arise by reason of the following facts as discovered by an inspection of said land.

The fact that a fire access extends into 7th Street by 3 feet
The fact that a fire escape extends into Central Avenue by 3 feet
The fact that a fire escape extends into Industrial Street by 3 feet
The fact that a sign extends into Central Avenue by 2 feet
- 10 A Laundry Room Lease for the term commencing 2/4/1994 upon the terms, covenants and conditions therein provided
Dated: 2/4/1994
Lessor: Skid Row Trust Development by Mark Norman , as owner of said land and by other persons as owners of other lands in the community area.
Lessee: Dadson Washer Service, Inc.
Recorded: 9/16/1996, as Instrument No. [1996-1518740](#) , Official Records.

The present ownership of said Lease and other matters affecting the interest of the lessee are not shown herein.

Part II

- 1 An instrument, upon the terms and conditions contained therein
Entitled: Agreement Containing Covenants Affecting Real Property
Recorded: 1/11/1991, [as Instrument No. 1991-52664](#), Official Records

An instrument declaring a modification thereof was recorded 11/12/1992 as Instrument No. [1992-2098679](#), Official Records

The lien or charge of said instrument was subordinated to the lien or charge of the Deed of Trust shown in paragraph 2, of Schedule B
Recorded: 11/12/1994 as Instrument No. [1994-2153811](#), Official Records.
- 2 A Deed of Trust to secure the indebtedness of
Amount: **\$4,500,000.00**
Trustor: **Produce Apartments Limited Partnership, a California Limited Partnership**
Trustee: GT Service Company
Beneficiary: The Community Redevelopment Agency of the City of Los Angeles, California
Dated: 12/3/1990
Recorded: **1/11/1991** [as Instrument No. 1991-52665](#) of Official Records

An agreement modifying said Deed of Trust was recorded 11/12/1992, [as Instrument No. 1992-2098680](#), of Official Records
Dated: 11/2/1937
Executed by: The Community Redevelopment Agency of the City of Los Angeles, California and Produce Apartments Limited Partnership

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 2 of Schedule B, by an agreement
Recorded: 11/12/1994, [as Instrument No. 1994-2153811](#), Official Records.

The trustee in said Deed of Trust was substituted by an instrument
Recorded: 8/8/2023 as Instrument No. [2023-523751](#), Official Records.
New trustee: Chicago Title Company

Notice of default under the terms of said Deed of Trust was
Recorded: 10/24/2023 as Instrument No. [725497](#), Official Records.

- 3 An instrument, upon the terms and conditions contained therein
Entitled: Memorandum of Regulatory Agreement
California Housing Rehabilitation Program - Rental Component
Dated: 11/4/1992
Executed by and between: Produce Apartments Limited Partnership, a California Limited Partnership, and the
Department of Housing and Community Development
Recorded: 11/12/1992, [as Instrument No. 1992-2098676](#) of Official Records
- 4 A Deed of Trust to secure the indebtedness of
Amount: **\$3,300,000.00**
Trustor: **Produce Apartments Limited Partnership, a California Limited Partnership**
Trustee: Commerce Enterprises, Incorporated, a California Corporation
Beneficiary: California Department of Housing and Community Development
Dated: 11/12/1992
Recorded: **11/12/1992** [as Instrument No. 1992-2098677](#) of Official Records

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 4 of Schedule B, by an agreement

Recorded: 11/12/1992, [as Instrument No. 1994-2153810](#), Official Records.

- 5 An unrecorded Lease, upon the terms, covenants and conditions therein provided, disclosed by Subordination Agreement
Dated: 11/29/1994
Lessor: Produce Apartments Limited Partnership
Lessee: F & P Spice Company
Term: as provided therein
Recorded: 12/02/1994 as Instrument No. [1994-2153812](#), Official Records.

The lien or charge of said instrument was subordinated to the lien or charge of the Deed of Trust shown in paragraph 9, of Schedule B Part II

Recorded: 11/12/1994 as Instrument No. [1994-2153812](#), Official Records.

Assignment of the lessee's interest under said lease,

Assignor: Produce Apartments Limited Partnership, a California limited partnership
Assignee: Citibank, Federal Savings Bank
Recorded: 12/2/1994, [as Instrument No. 1994-2153818](#), of Official Records.

- 6 An unrecorded Lease, upon the terms, covenants and conditions therein provided, disclosed by Subordination Agreement
Dated: 11/29/1994
Lessor: Produce Apartments Limited Partnership
Lessee: Terminal Hardware Company
Term: as provided therein
Recorded: 12/02/1994 as Instrument No. [1994-2153813](#), Official Records.

The lien or charge of said instrument was subordinated to the lien or charge of the Deed of Trust shown in paragraph 9, of Schedule B Part II

Recorded: 11/12/1994 as Instrument No. [1994-2153813](#), Official Records.

Assignment of the lessee's interest under said lease,

Assignor: Produce Apartments Limited Partnership, a California limited partnership
Assignee: Citibank, Federal Savings Bank
Recorded: 12/2/1994, [as Instrument No. 1994-2153818](#), of Official Records.

- 7 An unrecorded Lease, upon the terms, covenants and conditions therein provided, disclosed by Subordination Agreement
 Dated: 11/29/1994
 Lessor: Produce Apartments Limited Partnership
 Lessee: Skid Row Housing Trust
 Term: as provided therein
 Recorded: 12/02/1994 as Instrument No. [1994-2153814](#), Official Records.

The lien or charge of said instrument was subordinated to the lien or charge of the Deed of Trust shown in paragraph 9, of Schedule B Part II

Recorded: 11/12/1994 as Instrument No. [1994-2153814](#), Official Records.

Assignment of the lessee's interest under said lease,

Assignor: Produce Apartments Limited Partnership, a California limited partnership

Assignee: Citibank, Federal Savings Bank

Recorded: 12/2/1994 ,[as Instrument No. 1994-2153818](#), of Official Records.

- 8 An unrecorded Lease, upon the terms, covenants and conditions therein provided, disclosed by Subordination Agreement
 Dated: 11/29/1994
 Lessor: Produce Apartments Limited Partnership
 Lessee: Inner City Law Center
 Term: as provided therein
 Recorded: 12/02/1994 as Instrument No. [1994-2153815](#), Official Records.

The lien or charge of said instrument was subordinated to the lien or charge of the Deed of Trust shown in paragraph 9, of Schedule B Part II

Recorded: 11/12/1994 as Instrument No. [1994-2153815](#), Official Records.

Assignment of the lessee's interest under said lease,

Assignor: Produce Apartments Limited Partnership, a California limited partnership

Assignee: Citibank, Federal Savings Bank

Recorded: 12/2/1994 ,[as Instrument No. 1994-2153818](#), of Official Records.

- 9 A Deed of Trust to secure the indebtedness of
 Amount: **\$1,350,000.00**
 Trustor: **Produce Apartments Limited Partnership, a California limited partnership**
 Trustee: Citibank Service Corporation, a California corporation
 Beneficiary: Citibank, Federal Savings Bank, a corporation
 Dated: 11/14/1994
 Recorded: **12/2/1994** [as Instrument No. 1994-2153816](#) of Official Records

- 10 An instrument, upon the terms and conditions contained therein
 Entitled: Regulatory Agreement
 Dated: 02/02/1995
 Executed by and between: Tax Credit Allocation Committee and Produce Apartments Limited Partnership, a California Limited Partnership
 Recorded: 2/14/1995, [as Instrument No. 1995-245797](#) of Official Records

- 11 An unrecorded Lease, upon the terms, covenants and conditions therein provided, disclosed by Memorandum of Lease Agreement
 Dated: 10/10/2008
 Lessor: Produce Apartments Limited Partnership, a California Limited Partnership
 Lessee: Royal Street Communications California, LLC, a Delaware Limited Liability Company
 Term: as provided therein
 Recorded: 03/06/2009 as Instrument No. [2009-325104](#), Official Records.

The lien or charge of said instrument was subordinated to the lien or charge of the Deed of Trust shown in paragraph 9, of Schedule B Part II

Recorded: 3/6/2009 as Instrument No. [2009-325105](#), Official Records.

- 12 A financing statement recorded 09/22/2014 as Instrument No. [2014-999814](#), of Official Records.
 Dated: as provided therein
 Debtor: Produce Apartments Limited Partnership
 Secured party: Citibank, F.S.B.
- A change to the above financing statement was filed
 Recorded: 5/1/2019, [as Instrument No. 2019-392000](#), of Official Records.
 Nature of Change: Continuation
- 13 An instrument, upon the terms and conditions contained therein
 Entitled: Notice of Building(s), Structure(s), or Premises Placed Into The Rent Escrow Account Program (REAP)
 Recorded: 1/19/2023, [as Instrument No. 2023-38962](#), Official Records
- 14 An instrument, upon the terms and conditions contained therein
 Entitled: Order Granting Ex Parte Application for an Order Appointing Receiver Pursuant to California Health and Safety Code Section 17980.7 Case No. 23STCP01011
 Recorded: 4/13/2023, [as Instrument No. 2023-238024](#), Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Receiver's Certificate No. 1
 Recorded: 4/14/2023, [as Instrument No. 2023-241009](#), Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Order Authorizing Collection of Rents and Increase to Super-Priority Receiver's Certificate Case No. 23STCP01011
 Recorded: 5/9/2023, [as Instrument No. 2023-302053](#), Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Receiver's Certificate No. 2
 Recorded: 5/19/2023, [as Instrument No. 2023-329164](#), Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Receiver's Certificate No. 3
 Recorded: 5/23/2023, [as Instrument No. 2023-336213](#), Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Order Increasing the Receiver's Certificate 23STCP01011
 Recorded: 6/1/2023, [as Instrument No. 2023-358557](#), Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Order Authorizing Receiver to Borrow Additional Funds Pursuant to Receiver's Certificate
 Recorded: 6/29/2023, [as Instrument No. 2023-425483](#), Official Records
- An instrument, upon the terms and conditions contained therein
 Entitled: Receiver's Certificate No. 4
 Recorded: 6/29/2023, [as Instrument No. 2023-427725](#), Official Records
- Notice of Rescission recorded on 02/23/2024, as Instrument No. 121431, Official Records.
- 15 A Deed of Trust to secure the indebtedness of
 Amount: **\$500,000.00**
 Trustor: **California Receivership Group, Inc., a California Benefit Corporation, solely in Its capacity as Receiver for Properties**
 Trustee: Total Lender Solutions, Inc.
 Beneficiary: Community Improvement Capital, LLC
 Dated: 4/11/2023
 Recorded: 4/14/2023 [as Instrument No. 2023-241010](#) of Official Records

An agreement modifying said Deed of Trust was recorded 5/12/2023, [as Instrument No. 2023-329165](#), of Official Records
 Dated: 5/18/2023
 Executed by: California Receivership Group, Inc., a California Benefit Corporation, solely in Its capacity as Receiver, Total Lender Solutions, Inc. and Community Improvement Capital, LLC

An agreement modifying said Deed of Trust was recorded 5/23/2023, [as Instrument No. 2023-336214](#), of Official Records
 Dated: 5/20/2023
 Executed by: California Receivership Group, Inc., a California Benefit Corporation, solely in its capacity as Receiver, Total Lender Solutions, Inc. and Community Improvement Capital, LLC

Substitution of Trustee and Full Reconveyance recorded 11/16/2023, as Instrument No. 793535, 793536, 793537 Official Records.

- 16 A claim of mechanic's lien
 Amount: \$75,614.52
 Claimant: Ferguson Facilities Supply
 Recorded: 5/12/2023, as Instrument No. [2023-312930](#), Official Records.

The effect of the following:

An instrument, upon the terms and conditions contained therein
 Entitled: Partial Discharge of Lien
 Recorded: 8/8/2023, [as Instrument No. 2023-523751](#), Official Records

- 17 A Deed of Trust to secure the indebtedness of
 Amount: **\$4,348,116.33**
 Trustor: **California Receivership Group, Inc., a California Benefit Corporation, solely in Its capacity as Receiver for Properties**
 Trustee: Total Lender Solutions, Inc.
 Beneficiary: New Hope Receivership Group, LLC
 Dated: 6/28/2023
 Recorded: **6/29/2023** [as Instrument No. 2023-427726](#) of Official Records

Substitution of Trustee and Full Reconveyance recorded 02/21/2024, as Instrument No. 112258

- 18 A Deed of Trust to secure the indebtedness of
 Amount: **\$10,000,000.00**
 Trustor: **Receiver Kevin Singer, of Empire Brokerage & Real Estate Service, Inc. dba Receivership Specialists acting solely in its capacity as Superior Court Receiver for the below-listed properties pursuant to court order in Superior Court of California County of Los Angeles, Case No. 21STCV03760 (City of Los Angeles, a municipal corporation v. Crest Apartments LP, et. al., LASC Case No. 23STCP01011)**
 Trustee: Orange Coast Title Company
 Beneficiary: City of Los Angeles, a municipal corporation
 Dated: 6/30/2023
 Recorded: **7/3/2023** [as Instrument No. 2023-434822](#) of Official Records

- 19 A Deed of Trust to secure the indebtedness of
 Amount: **\$ 2,000,000.00**
 Trustor: **Empire Brokerage & Real Estate Services, Inc.**
 Trustee: Orange Coast Title Company
 Beneficiary: City of Los Angeles
 Dated: 10/19/2023
 Recorded: **11/15/2023** [790145](#) of Official Records

- 20 A Deed of Trust to secure the indebtedness of
Amount: **\$4,071,269.70**
Trustor: **Empire Brokerage & Real Estate Services, Inc.**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles
Dated: 01/11/2024
Recorded: **11/19/2023 [44590](#)** of Official Records

- 21 A Deed of Trust to secure the indebtedness of
Amount: **\$10,000,000.00**
Trustor: **Empire Brokerage & Real Estate Services, Inc**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles
Dated: 11/03/2023
Recorded: **1/2/2024 [3251](#)** of Official Records

- 22 A Deed of Trust to secure the indebtedness of
Amount: **\$10,428,730.00**
Trustor: **Empire Brokerage & Real Estate Services, Inc**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles
Dated: 01/24/2024
Recorded: **1/25/2024 [56756](#)** of Official Records

Schedule C

Guarantee No. CA-2820-1584504-150

Paragraph Numbers: 5 Schedule A
Recording Information: 1/11/1991, as Instrument No. [1991-52663, Official Records](#)
Mailing Address: Produce Apartments Limited Partnership
c/o Skid Row Housing Trust
315 W. 9th St., Suite 410
Los Angeles, CA 90015

Produce Apartments Limited Partnership
c/o Skid Row Housing Trust
315 West 9th Street, Suite 410
Los angeles, CA 90015

Produce Apartments Limited Partnership
676 South Central Avenue
Los Angeles, CA 90021

Paragraph Numbers: 1 Schedule B Part II
Recording Information: 1/11/1991, as Instrument No. [1991-52664, Official Records](#)
Mailing Address: The Community Redevelopment Agency
of the City of Los Angeles, California
354 S. Spring Street, Suite 800
Los Angeles, California 90013

The Community Redevelopment Agency
of the City of Los Angeles, California
354 South Spring Street, Suite 800
Los Angeles, CA 90013

Paragraph Numbers: 1 Schedule B Part II
Recording Information: 11/12/1994, as Instrument No. [1994-2153813, Official Records](#)
Mailing Address: Citibank, F.S.B.
One Sansome St. 22nd Fl.
San Francisco, CA 94104

Terminal Hardware Company
c/o 672 S. Central Avenue
Los Angeles, CA 90021

Terminal Hardware Company
672 South Central Avenue
Los Angeles, CA 90021

Terminal Hardware Company
One Sansome Street 22nd Floor
San Francisco, CA 94104

Paragraph Numbers: 1 Schedule B Part II
Recording Information: 12/2/1994, as Instrument No. [1994-2153818, Official Records](#)
Mailing Address: Citibank, Federal Savings Bank
Real Estate Investor Services
One Sansome Street, 7th Floor
San Francisco CA 94104

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 1/11/1991, as Instrument No. [1991-52665, Official Records](#)
Mailing Address: The Community Redevelopment Agency
of the City of Los Angeles, California
354 South Spring Street, Suite 800
Los Angeles, California 90013

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 11/12/1992, as Instrument No. [1992-2098680, Official Records](#)
Mailing Address: The Community Redevelopment Agency
of the City of Los Angeles, California
354 S. Spring Street, Suite 600
Los Angeles, CA 90013

The Community Redevelopment Agency
of the City of Los Angeles, California
354 South Spring Street, Suite 600
Los Angeles, CA 90013

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 11/12/1994, as Instrument No. [1994-2153811, Official Records](#)
Mailing Address: The Community Redevelopment Agency of the City of Los Angeles, California
c/o Citibank, Federal Savings Bank
Real Estate Investor Services
One Sansome Street, 7th Floor
San Francisco, CA 94104

Paragraph Numbers: 3 Schedule B Part II
Recording Information: 11/12/1992, as Instrument No. [1992-2098676, Official Records](#)
Mailing Address: Department of Housing & Community Development
P. O. Box 952054
Sacramento, California 94252-2054

Paragraph Numbers: 4 Schedule B Part II
Recording Information: 11/12/1992, as Instrument No. [1992-2098677, Official Records](#)
Mailing Address: Department of Housing and
Community Development
P.O. Box 952054, (CHRP-R)
Sacramento, CA 94252-2054

California Department of Housing and Community Development
1800 Third Street
Sacramento, CA 95814

Paragraph Numbers: 4 Schedule B Part II
Recording Information: 11/12/1992, as Instrument No. [1994-2153810, Official Records](#)
Mailing Address: The California Department of Housing and Community Development
c/o Citibank, Federal Savings Bank
Real Estate Investor Services
One Sansome Street, 7th Floor
San Francisco CA 94104

Paragraph Numbers: 5 Schedule B Part II
Recording Information: 11/12/1994, as Instrument No. [1994-2153812, Official Records](#)
Mailing Address: F & P Spice Company
680 - 682 S. Central Ave.
L.A., CA 90021

F & P Spice Company
c/o Citibank F.S.B.
One Sansome Street, 22nd Fl.
San Francisco, CA 94104

F & P Spice Company
680-682 South Central Avenue
Los Angeles, CA 90021

F & P Spice Company
680 South Central Avenue
Los Angeles, CA 90021

F & P Spice Company
682 South Central Avenue
Los Angeles, CA 90021

F & P Spice Company
c/o Citibank F.S.B.
One Sansome Street, 22nd Floor
San Francisco, CA 94104

Paragraph Numbers: 5 Schedule B Part II
Recording Information: 12/2/1994, as Instrument No. [1994-2153818, Official Records](#)
Mailing Address: Citibank, Federal Savings Bank
Real Estate Investor Services
One Sansome Street, 7th Floor
San Francisco CA 94104

Paragraph Numbers: 6 Schedule B Part II
Recording Information: 11/12/1994, as Instrument No. [1994-2153813, Official Records](#)
Mailing Address: Terminal Hardware Company
672 S. Central Avenue
Los Angeles, CA 90021

Terminal Hardware Company
c/o Citibank, F.S.B.
One Sansome St. 22nd Fl.
San Francisco, CA 94104

Terminal Hardware Company
672 South Central Avenue
Los Angeles, CA 90021

Terminal Hardware Company
c/o Citibank, F.S.B.
One Sansome Street 22nd Floor
San Francisco, CA 94104

Paragraph Numbers: 6 Schedule B Part II
Recording Information: 12/2/1994, as Instrument No. [1994-2153818, Official Records](#)
Mailing Address: Produce Apartments Limited Partnership
Citibank, Federal Savings Bank
Real Estate Investor Services
One Sansome Street, 7th Floor
San Francisco CA 94104

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 11/12/1994, as Instrument No. [1994-2153814, Official Records](#)
Mailing Address: Skid Row Housing Trust
1315 - 1319 E. 7th Street
Los Angeles, CA 90021

Skid Row Housing Trust
c/o Citibank, F.S.B.
One Sansome Street, 22nd Fl.
San Francisco, CA 94104

Skid Row Housing Trust
c/o Citibank, F.S.B.
One Sansome Street, 22nd Floor
San Francisco, CA 94104
Los Angeles, CA 90021

Skid Row Housing Trust
1315-1319 East 7th Street
Los Angeles, CA 90021

Skid Row Housing Trust
1315 East 7th Street
Los Angeles, CA 90021

Skid Row Housing Trust
1319 East 7th Street
Los Angeles, CA 90021

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 12/2/1994, as Instrument No. [1994-2153818, Official Records](#)
Mailing Address: Produce Apartments Limited Partnership
Citibank, Federal Savings Bank
Real Estate Investor Services
One Sansome Street, 7th Floor
San Francisco CA 94104

Paragraph Numbers: 8 Schedule B Part II
Recording Information: 11/12/1994, as Instrument No. [1994-2153815, Official Records](#)
Mailing Address: Inner City Law Center
1321 - 1325 E. 7th Street
Los Angeles, CA 90021

Inner City Law Center
c/o Citibank F.S.B.
One Sansome Street, 22nd. Fl
San Francisco, CA 94104

Inner City Law Center
1321-1325 East 7th Street
Los Angeles, CA 90021

Inner City Law Center
1321 East 7th Street
Los Angeles, CA 90021

Inner City Law Center
1325 East 7th Street
Los Angeles, CA 90021

Inner City Law Center
c/o Citibank, F.S.B.
One Sansome Street, 22nd Floor
San Francisco, CA 94104
Los Angeles, CA 90021

Paragraph Numbers: 8 Schedule B Part II
Recording Information: 12/2/1994, as Instrument No. [1994-2153818, Official Records](#)
Mailing Address: Produce Apartments Limited Partnership
Citibank, Federal Savings Bank
Real Estate Investor Services
One Sansome Street, 7th Floor
San Francisco CA 94104

Paragraph Numbers: 9 Schedule B Part II
Recording Information: 12/2/1994, as Instrument No. [1994-2153816, Official Records](#)
Mailing Address: Citibank, Federal Savings Bank
Real Estate Investor Services
One Sansome Street, 7th Floor
San Francisco CA 94104

Paragraph Numbers: 10 Schedule B Part II
Recording Information: 2/14/1995, as Instrument No. [1995-245797, Official Records](#)
Mailing Address: Tax Credit Allocation Committee
915 Capitol Mall, Room 485
P.O. Box 942809
Sacramento, CA 94209-0001

Paragraph Numbers: 11 Schedule B Part II
Recording Information: 3/6/2009, as Instrument No. [2009-325104, Official Records](#)
Mailing Address: Royal Street Communications California, LLC
2913 El Camino Real, #561
Tustin, CA 92782

Paragraph Numbers: 11 Schedule B Part II
Recording Information: 3/6/2009, as Instrument No. [2009-325105, Official Records](#)
Mailing Address: Royal Street Communications California, LLC
2913 El Camino Real, #561
Tustin, CA 92782

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 9/22/2014, as Instrument No. [2014-999814, Official Records](#)
Mailing Address: Citibank, F.S.B.
1 Sansome St, 7th Floor
San Francisco, CA 94104

Citibank, F.S.B.
c/o CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

Citibank, F.S.B.
1 Sansome Street, 7th Floor
San Francisco, CA 94104

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 5/1/2019, as Instrument No. [2019-392000, Official Records](#)
Mailing Address: Citibank, F.S.B.
c/o Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

Citibank, F.S.B.
1 Sansome St 7th Floor
San Francisco, CA 94104

Citibank, F.S.B.
1 Sansome Street, 7th Floor
San Francisco, CA 94104

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 1/19/2023, as Instrument No. [2023-38962, Official Records](#)
Mailing Address: Los Angeles Housing Department
Rent Escrow Account Program
PO Box 17460
Los Angeles, CA 90017

Paragraph Numbers: 14 Schedule B Part II
Recording Information: 4/13/2023, as Instrument No. [2023-238024, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard #107
Santa Monica, CA 90405

Paragraph Numbers: 14 Schedule B Part II
Recording Information: 4/14/2023, as Instrument No. [2023-241009, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 14 Schedule B Part II
Recording Information: 5/9/2023, as Instrument No. [2023-302053, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 14 Schedule B Part II
Recording Information: 5/19/2023, as Instrument No. [2023-329164, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 14 Schedule B Part II
Recording Information: 5/23/2023, as Instrument No. [2023-336213, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 14 Schedule B Part II
Recording Information: 6/1/2023, as Instrument No. [2023-358557, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 14 Schedule B Part II
Recording Information: 6/29/2023, as Instrument No. [2023-425483, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 14 Schedule B Part II
Recording Information: 6/29/2023, as Instrument No. [2023-427725, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 15 Schedule B Part II
Recording Information: 4/14/2023, as Instrument No. [2023-241010, Official Records](#)
Mailing Address: Community Improvement Capital, LLC
c/o Mark S. Adams
3435 Ocean Park Blvd, Suite 107
Santa Monica, CA 90405

Community Improvement Capital, LLC
c/o Mark S. Adams
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 15 Schedule B Part II
Recording Information: 5/12/2023, as Instrument No. [2023-329165, Official Records](#)
Mailing Address: Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd, Suite 107
Santa Monica, CA 90405

Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 15 Schedule B Part II
Recording Information: 5/23/2023, as Instrument No. [2023-336214, Official Records](#)
Mailing Address: Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd, Suite 107
Santa Monica, CA 90405

Community Improvement Capital, LLC
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 16 Schedule B Part II
Recording Information: 5/12/2023, as Instrument No. [2023-312930, Official Records](#)
Mailing Address: Ferguson Facilities Supply
c/o Mail Center
9450 SW Gemini Dr #7790
Beaverton, Oregon 97008-7105

Ferguson Facilities Supply
521 Butler Farm Rd
Hampton, Virginia 23666-1564

Ferguson Facilities Supply
c/o Mail Center
9450 Southwest Gemini Drive #7790
Beaverton, OR 97008-7105

Ferguson Facilities Supply
521 Butler Farm Road
Hampton, VA 23666-1564

Paragraph Numbers: 16 Schedule B Part II
Recording Information: 8/8/2023, as Instrument No. [2023-523751, Official Records](#)
Mailing Address: Ferguson Enterprises, LLC dba Ferguson Facilities Supply
c/o Levelset
9450 SW Gemini Dr #7790
Beaverton, Oregon 97008-7105

Ferguson Enterprises, LLC dba Ferguson Facilities Supply
521 Butler Farm Road
Hampton, VA 23666-1564

Ferguson Enterprises, LLC dba Ferguson Facilities Supply
c/o Mail Center
9450 Southwest Gemini Drive #7790
Beaverton, OR 97008-7105

Ferguson Enterprises, LLC dba Ferguson Facilities Supply
521 Butler Farm Road
Hampton, VA 23666-1564

Paragraph Numbers: 17 Schedule B Part II
Recording Information: 6/29/2023, as Instrument No. [2023-427726, Official Records](#)
Mailing Address: New Hope Receivership Group, LLC
c/o Mark S. Adams
3435 Ocean Park Blvd, Suite 107
Santa Monica, CA 90405

New Hope Receivership Group, LLC
c/o Mark S. Adams
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 18 Schedule B Part II
Recording Information: 7/3/2023, as Instrument No. [2023-434822, Official Records](#)
Mailing Address: City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 West Olympic Boulevard, Suite 530
Los Angeles, CA 90064

City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

/lc

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms - The following terms when used in the Guarantee mean:

- (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Exclusions from Coverage of this Guarantee - The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its option as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability - In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance

upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

12. Subrogation Upon Payment or Settlement - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. Arbitration - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston Texas 77252-2029.

SCALE 1" = 80'

2007

INDUSTRIAL

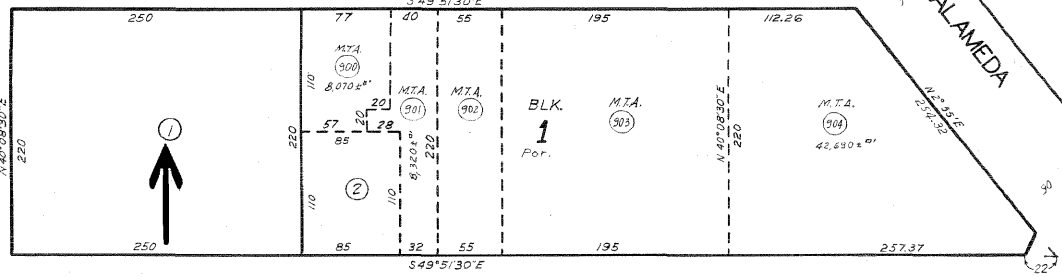
ST.

CENTRAL AVE.

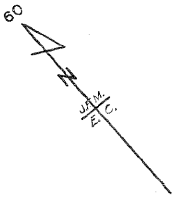
ALAMEDA

ST.

7TH ST.



CORONEL TRACT
M.R. 42-32



CODE
13259

FOR PREV. ASSM'T. SEE: 1096-35

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

Vertical text on the left margin: Description: Los Angeles, CA Assessor Map - Book, Page 5147.35 Page 1 of 1 ONLY
Order: 150-2393603-05 Comment:

EXHIBIT 15

Litigation Guarantee

Order No. 150-2383604-05

Subject to the exclusion from coverage, the limits of Liability and other provisions of the conditions and stipulations hereto annexed and made a part of this guarantee, and subject to the further exclusion and limitations that no guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

Real Advantage Title Insurance Company
A Corporation, herein called the Company,

Guarantees

THE ASSURED NAMED IN SCHEDULE A AGAINST ACTUAL MONETARY LOSS OR DAMAGE NOT EXCEEDING THE LIABILITY AMOUNT STATED IN SCHEDULE A WHICH THE ASSURED SHALL SUSTAIN BY REASON OF ANY INCORRECTNESS IN THE ASSURANCE SET FORTH IN SCHEDULE A.

Real Advantage Title Insurance Company

This endorsement is made a part of the policy and is subject to the terms and provisions thereof and of any prior endorsements thereto, and does not require an original signature.

Litigation Guarantee

Subject to the limitations contained herein, the exclusions form coverage, the limits of liability and other provisions of the Limits of liability and other provisions of the conditions and stipulations here to annexed and made a part of this Guarantee,

Real Advantage Title Insurance Company
a Corporation, herein called the Company

GUARANTEES

This assured named in Schedule A against loss not exceeding the liability amount stated in Schedule A which the assured shall Sustain by reason of any incorrectness in the assurance which the company hereby gives that, according to the public records, as of date of guarantee shown in Schedule A:

1. The title to the herein described state or interest in vested in the vestee named in Schedule A.
2. Except for the matters shown in schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.
3.
 - a) The current interest holders claiming some right, title or interest by reason of the matters shown in part II of Schedule B are as shown therein. The vestee named in Schedule A and parties claiming to have some right, title or interest by reason of the matters shown in part II of Schedule B may be necessary to name defendant in action, the nature of which is referred to in Schedule A.
 - b) The current interest holders claiming some right, title or interest by reason of the matters shown in part I of Schedule B may also be necessary to name defendant in an action, the nature of which is referred to in Schedule A. However, no assurance is given hereby as to those current interest holders.
4. The return address for mailing after recording, if any, as shown on each and every document referred to in part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown in Schedule A are shown in Schedule C.

THE LITIGATION GUARANTEE IS FURNISHED SOLELY FOR THE PURPOSE OF FACILITATING THE FILING OF THE ACTION REFERRED TO IN SCHEDULE A. IT SHALL NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSES.

Schedule A

Guarantee No. CA-2820-1584505-150

Liability: \$25,000.00 Premium: \$336.00

1. Name of assured:

to follow

2. Date of Guarantee: 03/05/2024

3. This Litigation guarantee is furnished solely for the purposes of facilitating the Filing of an action to:
Receivership

4. The Estate or interest in the land which is covered by this Guarantee is:

A Fee

5. Title to the Estate or interest in the land is vested in:

California Receivership Group, Inc., a California Benefit Corporation, through its President, Mark S. Adams Esq., as the Receiver by Court Order in Case No. 23STCP01011 recorded on April 13, 2023 as Instrument No. 20230238024

6. The Land referred to in this Guarantee is described as follows:

Lots 4, 5, 6 and 16 in Block B of the Beck Tract, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 14 Page 34 of Miscellaneous Maps, in the Office of the County Recorder of said County.

Parcel No.: 5148-025-008,5148-025-013

Also Known as: 643 S San Pedro Street
Los Angeles CA 90014

Schedule B

Guarantee No. CA-2820-1584505-150

Defects, liens, encumbrances or other matters affecting title:

Part I

- 1 General and Special taxes for the fiscal year 2023-2024, including any assessments collected with current taxes.
 - Total amount **\$5,996.22**
 - 1st installment **\$2,998.11**, Delinquent
 - Penalty **\$299.81** (after 12/11/2023)
 - 2nd installment **\$2,998.11**, open
 - Penalty **\$309.81** (after 04/10/2024)
 - Code area 13263 - City of Los Angeles - 44
 - Parcel No. **5148-025-008**
 - Exemption \$3,048,416.00 (AO)

- 2 NOTE: DEFAULTED TAX shown below:

 Delinquent Tax Year(s) and Installment(s): 2022/Both
 Total Amount to redeem if paid by:
 Mar 2024, \$3,479.37
 April 2024, \$3,521.33
 May 2024, \$3,563.28

- 3 General and Special taxes for the fiscal year 2023-2024, including any assessments collected with current taxes.
 - Total amount **\$198.06**
 - 1st installment **\$99.03**, Delinquent
 - Penalty **\$9.90** (after 12/11/2023)
 - 2nd installment **\$99.03**, open
 - Penalty **\$19.90** (after 04/10/2024)
 - Code area 13263 - City of Los Angeles - 44
 - Parcel No. **5148-025-013**
 - Exemption \$525,588.00 (AO)

- 4 NOTE: DEFAULTED TAX shown below:

 Delinquent Tax Year(s) and Installment(s): 2022/Both
 Total Amount to redeem if paid by:
 Mar 2024, \$101.72
 April 2024, \$102.65
 May 2024, \$103.59

- 5 The Lien of future supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq of the revenue and taxation code of the State of California

- 6 An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
 - Recorded: in Book 125, Page 345 of Deeds.
 - For : ditches, zanjas and conduits and incidental purposes
 - In favor of : The City of Los Angeles
 - Affects : The location of said easement is set forth therein.

- 7 The fact that said land is within the boundaries of the Central Business District Redevelopment Area, as disclosed by an instrument recorded 7/22/1975, [as Instrument No. 1975-3675](#), Official Records.

- 8 The fact that said land is within the boundaries of the Central Business District Redevelopment Area, as disclosed by an instrument recorded 7/30/1975, [as Instrument No. 1975-3868](#), Official Records.
- 9 Any rights of the public which may exist on said land for access, parking, beach or recreational uses, if said land or portions thereof were at any time used by the public for such purposes.
- 10 A covenant and agreement wherein the owners of said land covenant and agree, among other things, that said lands shall be held as one parcel, and that no portion shall be sold separately.
Recorded: [06/30/2004 as Instrument No. 2004-1668079](#), Official Records.
- 11 An instrument, upon the terms and conditions contained therein
Entitled: Covenant and Agreement Regarding Demolition or Relocation of a Building Containing more than one Dwelling Unit
Recorded: 8/16/2004, [as Instrument No. 2004-2101173](#), Official Records
- 12 An instrument, upon the terms and conditions contained therein
Entitled: Covenant and Agreement Regarding Demolition or Relocation of a Building Containing more than one Dwelling Unit
Recorded: 8/27/2004, [as Instrument No. 2004-2218009](#), Official Records
- 13 An instrument, upon the terms and conditions contained therein
Entitled: Master Covenant and Agreement Regarding On-Site BMP Maintenance
Recorded: 9/23/2004, [as Instrument No. 2004-2453527](#), Official Records
- 14 An Instrument upon the terms and conditions therein
Entitled: Covenant and Agreement For Affordable Housing Projects
Executed by: Rainbow Apartments, L.P.
Recorded: 10/7/2004, [as Instrument No. 2004-2587560](#) Official Records
- 15 An instrument, upon the terms and conditions contained therein
Entitled: Regulatory Agreement
Dated: 10/29/2004
Executed by and between: the City of Los Angeles, a municipal corporation and Rainbow Apartments, L.P., a California limited partnership
Recorded: 11/10/2004, [as Instrument No. 2004-2919159](#) of Official Records
- 16 Covenants, conditions and restrictions in an instrument recorded [11/10/2004 as Instrument No. 2004-2919161, of Official Records](#), which provide that a violation thereof shall not defeat or render invalid the lien of any mortgage or Deed of Trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identify, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

"NOTE: Section 12956.1 (b)(1) of California Government Code provide the following: if this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

- 17 Covenants, conditions and restrictions in an instrument recorded [3/13/2006 as Instrument No. 2006-534602](#), of [Official Records](#), which provide that a violation thereof shall not defeat or render invalid the lien of any mortgage or Deed of Trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identify, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

"NOTE: Section 12956.1 (b)(1) of California Government Code provide the following: if this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

- 18 An instrument, upon the terms and conditions contained therein
Entitled: Regulatory Agreement
- Recorded: Federal Credits
8/2/2007, [as Instrument No. 2007-1831640](#), Official Records
- 19 An instrument entitled "notice of building(s), structure(s) or premises classified as either hazardous, substandard or a nuisance - abatement proceedings" executed by City of Los Angeles, recorded 9/14/2023, [as Instrument No. 2023-613583](#), Official Records.

For further information contact the Code Enforcement Bureau Inspector listed below:

Contact: Los Angeles Housing Department
Code Enforcement Division
Phone No.: (866) 557-7368
Address: 1200 W. 7th St. Suite 100
Los Angeles, CA 90017
Case No.: (Not Shown)

Part II

- 1 A Deed of Trust to secure the indebtedness of
Amount: **\$528,000.00**
Trustor: **643 South San Pedro Street LLC, a California Limited Liability Company**
Trustee: Chicago Title Company, a California Corporation
Beneficiary: Vance W. Gribble, Trustee of the Bainbridge Trust, executed June 9, 1988, and his successor in Trust
Dated: 10/13/1999
Recorded: **10/21/1999** [as Instrument No. 1999-1980604](#) of Official Records
- Said matter affects Lots 4, 5, 6 and 16.
- 2 A Deed of Trust to secure the indebtedness of
Amount: **\$1,800,000.00**
Trustor: **Rainbow Apartments, L P, a California limited partnership**
Trustee: United Title Insurance Company
Beneficiary: the Housing Authority of the County of Los Angeles, a public body corporate and politic
Dated: 11/1/2004
Recorded: **11/10/2004** [as Instrument No. 2004-2919160](#) of Official Records

Said matter affects Lots 4, 5, 6 and 16.

- 3 Said lease has been subordinated to the subject matter referred to in this paragraph by the provision of an instrument
 Dated: 11/1/2004
 Executed by: Rainbow Apartments, L.P., a California limited partnership and the City of Los Angeles, a municipal corporation
 Recorded: 11/10/2004 as instrument no. [2004-2919162](#) , Official Record
 Subordinated to: Agreement

The lease shown as paragraph 3 of schedule B Part II was subordinated to the Deed of Trust shown as paragraph 2 of schedule B Part II by an agreement

Recorded: 11/10/2004 as Instrument No. [2004-2919162](#), Official Records.

- 4 Said lease has been subordinated to the subject matter referred to in this paragraph by the provision of an instrument
 Dated: 11/1/2004
 Executed by: Rainbow Apartments, L.P., a California limited partnership and the City of Los Angeles, a municipal corporation
 Recorded: 11/10/2004 as instrument no. [2004-2919163](#) , Official Record
 Subordinated to: Agreement

The lease shown as paragraph 2 of schedule B Part II was subordinated to the Deed of Trust shown as paragraph 3 of schedule B Part II by an agreement

Recorded: 11/10/2004 as Instrument No. [2004-2919163](#), Official Records.

- 5 A Deed of Trust to secure the indebtedness of
 Amount: **\$3,000,000.00**
 Trustor: **Rainbow Apartments, L.P., a California limited partnership**
 Trustee: United Title Insurance Company, a California corporation
 Beneficiary: the City of Los Angeles, a municipal corporation
 Dated: 10/29/2004
 Recorded: **11/10/2004** [as Instrument No. 2004-2919158](#) of Official Records

- 6 A Deed of Trust to secure the indebtedness of
 Amount: **\$530,000.00**
 Trustor: **Rainbow Apartments, L.P., a California limited partnership**
 Trustee: Community Bank, a California state chartered bank
 Beneficiary: Community Bank, a California state chartered bank
 Dated: 12/28/2004
 Recorded: **1/14/2005** [as Instrument No. 2005-104072](#) of Official Records

An agreement modifying said Deed of Trust was recorded 7/18/2006, [as Instrument No. 2006-1575208](#), of Official Records

Dated: 7/11/2006

Executed by: Rainbow Apartments, L.P., a California limited partnership, Community Bank, a California state chartered bank

- 7 Said lease has been subordinated to the subject matter referred to in this paragraph by the provision of an instrument
 Dated: 12/28/2004
 Executed by: Rainbow Apartments, L.P., a California Limited Partnership and the Skid Row Housing Trust, a California Nonprofit public benefit corporation
 Recorded: 1/14/2005 as instrument no. [2005-104073](#) , Official Record
 Subordinated to: Agreement

The lease shown as paragraph 7 of schedule B Part II was subordinated to the Deed of Trust shown as paragraph 6 of schedule B Part II by an agreement

Recorded: 1/14/2005 as Instrument No. [2005-104073](#), Official Records.

8 An instrument, upon the terms and conditions contained therein
Entitled: Order Granting Ex Parte Application for an Order Appointing Receiver Pursuant to California Health and Safety Code Section 17980.7
Recorded: 4/13/2023, [as Instrument No. 2023-238024](#), Official Records

An instrument, upon the terms and conditions contained therein
Entitled: Order Authorizing Collection of Rents and Increase to Super-Priority Receiver's Certificate
Recorded: 5/9/2023, [as Instrument No. 2023-302053](#), of Official Records

An instrument, upon the terms and conditions contained therein
Entitled: Receiver's Certificate No. 1
Recorded: 4/14/2023, [as Instrument No. 2023-241009](#), Official Records

An instrument, upon the terms and conditions contained therein
Entitled: Receiver's Certificate No. 2
Recorded: 5/19/2023, [as Instrument No. 2023-329164](#), Official Records

An instrument, upon the terms and conditions contained therein
Entitled: Receiver's Certificate No. 3
Recorded: 5/23/2023, [as Instrument No. 2023-336213](#), Official Records

An instrument, upon the terms and conditions contained therein
Entitled: Receiver's Certificate No. 4
Recorded: 6/29/2023, [as Instrument No. 2023-427725](#), Official Records

Release of Receiver's Certificate, Recorded 11/16/2023, as Instrument No.(s) 793538, 793539 and 793540

Notice oif Rescission of Receiver's Certificate No.4, Recorded 02/23/2024 as Instrument No. 121431

9 A Deed of Trust to secure the indebtedness of
Amount: **\$500,000.00**
Trustor: **California Receivership Group, Inc., a California Benefit Corporation, solely in its capacity as Receiver for Properties**
Trustee: Total Lender Solutions, Inc.
Beneficiary: Community Improvement Capital, LLC
Dated: 4/11/2023
Recorded: **4/14/2023** [as Instrument No. 2023-241010](#) of Official Records

Said matter affects the herein described land and other land.

An agreement modifying said Deed of Trust was recorded 5/19/2023, [as Instrument No. 2023-329165](#), of Official Records
Dated: 5/18/2023
Executed by: California Receivership Group, Inc., a California Benefit Corporation, solely in its capacity as Receiver, Total Lender Solutions, Inc. and Community Improvement Capital, LLC

An agreement modifying said Deed of Trust was recorded 5/23/2023, [as Instrument No. 2023-336214](#), of Official Records
Dated: 5/20/2023
Executed by: California Receivership Group, Inc., a California Benefit Corporation, solely in its capacity as Receiver, Total Lender Solutions, Inc. and Community Improvement Capital, LLC

Substitution of Trustee and Full Reconveyance Recorded 11/16/2023 as Instrument No.(s) 793535,793536 and 793537

- 10 A Deed of Trust to secure the indebtedness of
Amount: **\$4,348,116.33**
Trustor: **California Receivership Group, Inc., a California Benefit Corporation, solely in Its capacity as Receiver for Properties**
Trustee: Total Lender Solutions, Inc.
Beneficiary: New Hope Receivership Group, LLC
Dated: 6/28/2023
Recorded: **6/29/2023 [as Instrument No. 2023-427726](#)** of Official Records

Said matter affects the herein described land and other land.

Substitution of Trustee and Full Reconveyance Recorded 02/21/2024 as Instrument No. 112258

- 11 A Deed of Trust to secure the indebtedness of
Amount: **\$10,000,000.00**
Trustor: **Receiver Kevin Singer, of Empire Brokerage & Real Estate Service, Inc. dba Receivership Specialists acting solely in its capacity as Superior Court Receiver for the below-listed properties pursuant to Court Order in Superior Court of California, County of Los Angeles, Case No. 21STCV03760 (City of Los Angeles, a municipal corporation v. Crest Apartments LP, et al., LASC Case No. 23STCP01011)**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 6/30/2023
Recorded: **7/3/2023 [as Instrument No. 2023-434822](#)** of Official Records

Said matter affects the herein described land and other land.

- 12 A Deed of Trust to secure the indebtedness of
Amount: **\$2,000,000.00**
Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 10/19/2023
Recorded: **11/15/2023 [20230790145](#)** of Official Records

- 13 A Deed of Trust to secure the indebtedness of
Amount: **\$10,000,000.00**
Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 11/3/2024
Recorded: **1/2/2024 [20240003251](#)** of Official Records

- 14 A Deed of Trust to secure the indebtedness of
Amount: **\$4,071,269.70**
Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 1/11/2024
Recorded: **1/19/2024 [20240044590](#)** of Official Records

- 15 A Deed of Trust to secure the indebtedness of
Amount: **\$10,428,730.00**
Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 1/24/2024
Recorded: **1/25/2024 [20240056756](#)** of Official Records

Schedule C

Guarantee No. CA-2820-1584505-150

Paragraph Numbers: #5, Schedule A
Recording Information: 04/13/2023, as Instrument No. 2023-336214 Official Records
Mailing Address: California Receivership Group, Inc., A California Benefit Corporation
643 S. San Pedro Street,
Los Angeles, California 90014

California Receivership Group, Inc., A California Benefit Corporation
644 San Julian St.
Los Angeles, California 90014

Mark Adams, Esq SBN: 68300
California Receivership Group, Inc., a California Benefit Corporation
3435 Ocean Park Blvd, Suite 107
Santa Monica, Ca 90405

Paragraph Numbers: #1, Schedule B Part II
Recording Information: 10/21/1999, as Instrument No. 1999-1980604 Official records
Mailing Address: Vance W. Gribble, Trustee of the Bainbridge Trust
517 Pebble Beach Place
Fullerton, CA 92835

Vance W. Gribble, Trustee of the Bainbridge Trust
c/o Vance W. Gribble
517 Pebble Beach Place
Fullerton, CA 92835

Paragraph Numbers: #2, Schedule B Part II
Recording Information: 11/10/2004, as Instrument No. 2004-219160 Official Records
Mailing Address: Housing Authority of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755-7425

Paragraph Numbers: #3, 4, Schedule B Part II
Recording Information: 11/10/2004, as Instrument No. 2004-2919162 Official Records
Mailing Address: Citibank (West), FSB
Community Development
c/o Laurie Scola, Attorney
229 Brannan Street, Suite 7A
San Francisco, CA 94107

Citibank (West), FSB
Community Development
229 Brannan Street, Suite 7A
San Francisco, CA 94107

Paragraph Numbers: #5, Schedule B Part II
Recording Information: 11/10/2004, as Instrument No. 2004-2919158 Official Records
Mailing Address: City of Los Angeles
Los Angeles Housing Department
P.O. Box 532729
Los Angeles, CA 90053-2729

Paragraph Numbers: #6, Schedule B Part II
Recording Information: 01/14/2005, as Instrument No. 2005-0104072 Official Records
Mailing Address: Community Bank
P.O. Box 54477
Los Angeles, CA 90054-0477

Community Bank, a California State Chartered Bank
790 E Colorado Boulevard
Pasadena, CA 91101

Paragraph Numbers: #7, Schedule B Part II
Recording Information: 01/14/2005, as Instrument No. 2005-0104073 Official Records
Mailing Address: Community Bank
P.O. Box 54477
Los Angeles, CA 90054-0477

Paragraph Numbers: #8, Schedule B Part II
Recording Information: 04/13/2023, as Instrument No. 20230238024 Official Records
Mailing Address: California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

City of Los Angeles, A Municipal Corporation
c/o California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

Paragraph Numbers: #8, Schedule B Part II
Recording Information: 04/14/2023, as Instrument No. 20230241009 Official Records
Mailing Address: California Receivership Group Inc.
3435 Ocean Park Blvd Suite107
Santa Monica, CA 90405

City of Los Angeles, A Municipal Corporation
c/o California Receivership Group Inc.
3435 Ocean Park Blvd Suite107
Santa Monica, CA 90405

Mark S. Adams, ESQ SBN: 68300
c/o California Receivership Group Inc.
A California Benefit Corporation
3435 Ocean Park Blvd Suite 107
Santa Monica, CA 90405

Paragraph Numbers: #9, Scheduled B Part II
Recording Information: 04/14/2023, as Instrument No. 2023-0241010 Official Records
Mailing Address: Community Improvement Capital LLC
C/O Mark S. Adams
3435 Ocean Park Blvd, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: #9, Schedule B Part II
Recording Information: 5/19/2023, as Instrument No. [2023-329165 Official Records](#)
Mailing Address: Mark Adams, Esq SBN: 68300
c/o California Receivership Group, Inc.
a California Benefit Corporation
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

Paragraph Numbers: #10, Schedule B Part II
Recording Information: 6/29/2023, as Instrument No. [2023-427726 Official Records](#)
Mailing Address: New Hope Receivership Group, LLC
c/o Mark Adams, Esq SBN: 68300
California Receivership Group, Inc.
a California Benefit Corporation
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

Paragraph Numbers: #11, Schedule B Part II
Recording Information: 7/3/2023, as Instrument No. [2023-434822 Official Records](#)
Mailing Address: Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

City of Los Angeles, a Municipal Corporation
c/o Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms - The following terms when used in the Guarantee mean:

- (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Exclusions from Coverage of this Guarantee - The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its option as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability - In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance

upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

12. Subrogation Upon Payment or Settlement - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. Arbitration - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

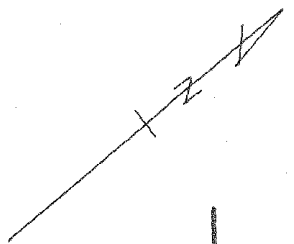
(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston Texas 77252-2029.

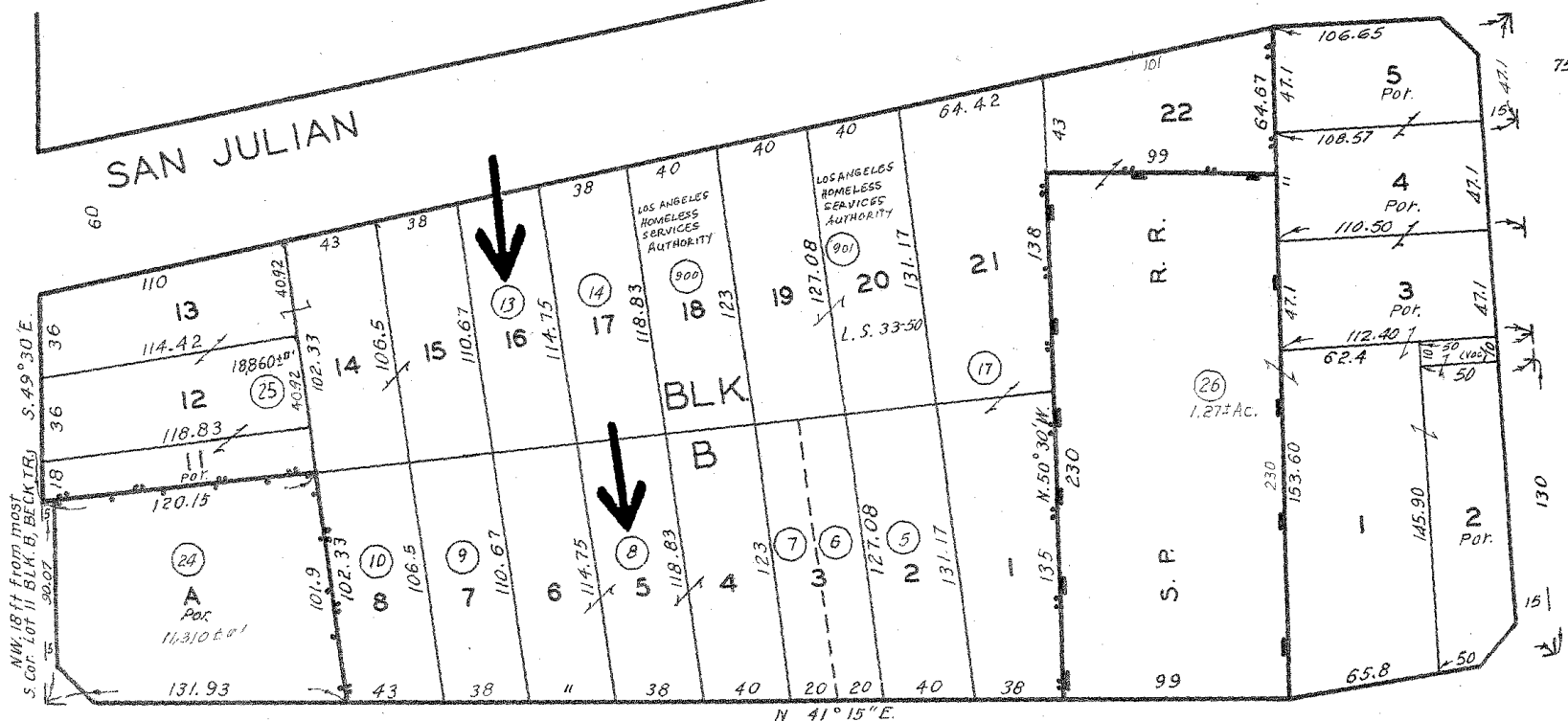
SCALE 1" = 60'

2008

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9005050011002-23
021023
2006.031407002001-23
200804010014001-23



7TH ST. 85



ST. 60
ST. 75
ST. 90
6TH 90
C.F. 490

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

CODE 13263

BECK TRACT
M.R. 14-34

BULLIS 6TH ST. TRACT
M.R. 14-94

TRACT NO. 6011
M.B. 113-49

CITY LANDS OF LOS ANGELES
M.R. 2-504-505

FOR PREV. ASSM'T. SEE: 21-7, 12, 35 & 47

ASSESSOR'S MAP
COUNTY OF LOS ANGELES

EXHIBIT 16

Litigation Guarantee

Order No. 150-2383605-05

Subject to the exclusion from coverage, the limits of Liability and other provisions of the conditions and stipulations hereto annexed and made a part of this guarantee, and subject to the further exclusion and limitations that no guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

Real Advantage Title Insurance Company
A Corporation, herein called the Company,

Guarantees

THE ASSURED NAMED IN SCHEDULE A AGAINST ACTUAL MONETARY LOSS OR DAMAGE NOT EXCEEDING THE LIABILITY AMOUNT STATED IN SCHEDULE A WHICH THE ASSURED SHALL SUSTAIN BY REASON OF ANY INCORRECTNESS IN THE ASSURANCE SET FORTH IN SCHEDULE A.

Real Advantage Title Insurance Company

This endorsement is made a part of the policy and is subject to the terms and provisions thereof and of any prior endorsements thereto, and does not require an original signature.

Litigation Guarantee

Subject to the limitations contained herein, the exclusions form coverage, the limits of liability and other provisions of the Limits of liability and other provisions of the conditions and stipulations here to annexed and made a part of this Guarantee,

Real Advantage Title Insurance Company
a Corporation, herein called the Company

GUARANTEES

This assured named in Schedule A against loss not exceeding the liability amount stated in Schedule A which the assured shall Sustain by reason of any incorrectness in the assurance which the company hereby gives that, according to the public records, as of date of guarantee shown in Schedule A:

1. The title to the herein described state or interest in vested in the vestee named in Schedule A.
2. Except for the matters shown in schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.
3.
 - a) The current interest holders claiming some right, title or interest by reason of the matters shown in part II of Schedule B are as shown therein. The vestee named in Schedule A and parties claiming to have some right, title or interest by reason of the matters shown in part II of Schedule B may be necessary to name defendant in action, the nature of which is referred to in Schedule A.
 - b) The current interest holders claiming some right, title or interest by reason of the matters shown in part I of Schedule B may also be necessary to name defendant in an action, the nature of which is referred to in Schedule A. However, no assurance is given hereby as to those current interest holders.
4. The return address for mailing after recording, if any, as shown on each and every document referred to in part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown in Schedule A are shown in Schedule C.

THE LITIGATION GUARANTEE IS FURNISHED SOLELY FOR THE PURPOSE OF FACILITATING THE FILING OF THE ACTION REFERRED TO IN SCHEDULE A. IT SHALL NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSES.

Schedule A

Guarantee No. CA-2820-1584506-150

Liability: \$25,000.00 Premium: \$336.00

- 1. Name of assured:
Receivership Specialists
- 2. Date of Guarantee: 03/19/2024
- 3. This Litigation guarantee is furnished solely for the purposes of facilitating the Filing of an action to:
Receivership
- 4. The Estate or interest in the land which is covered by this Guarantee is:
A Fee
- 5. Title to the Estate or interest in the land is vested in:
Sanborn Hotel Limited Partnership, a California limited partnership, subject to paragraph no(s). 12 of Schedule B.
- 6. The Land referred to in this Guarantee is described as follows:
Lot 18 in Block "D" of Rivara and Vignolo Tract, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 5 Page 110, of Miscellaneous Records, in the office of the County Recorder of said County.

Parcel No.: 5148-019-007
Also Known as: 526 South Main Street
Los Angeles CA 90013

Schedule B

Guarantee No. CA-2820-1584506-150

Defects, liens, encumbrances or other matters affecting title:

Part I

- 1 General and Special taxes for the fiscal year 2023-2024, including any assessments collected with current taxes.

Total amount	\$3,873.81
1st installment	\$1,936.91 , open
Penalty	\$193.69 (after 12/11/2023)
2nd installment	\$1,936.90 , open
Penalty	\$203.69 (after 04/10/2024)
Code area	13263 - City of Los Angeles - 44
Parcel No.	5148-019-007
Exemption	\$660,109.00 (AO)

- 2 NOTE: DEFAULTED TAX shown below:

Delinquent Tax Year(s) and Installment(s): 2022/Both
 Total Amount to redeem if paid by:

October 2023, \$2,013.31
November 2023, \$2,039.02
December 2023, \$2,064.73

- 3 The Lien of future supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq of the revenue and taxation code of the State of California

- 4 The effect of a map of community facilities district and the notice of special tax authorization and the lien of any taxes or assessments levied by or bonds issued by Historic Downtown Los Angeles Business Improvement District, filed in Book 190, Page(s) 75, assessment maps, as disclosed by a document recorded [3/23/2005 as Instrument No. 2005-668667](#), Official Records.

- 5 The effect of a map of community facilities district and the notice of special tax authorization and the lien of any taxes or assessments levied by or bonds issued by Community Facilities District No. 9 (Downtown Streetcar), filed in Book (not shown), Page(s) (not shown), assessment maps, as disclosed by a document recorded [01/29/2013 as Instrument No. 2013-143515](#), Official Records.

- 6 An instrument, upon the terms and conditions contained therein

Entitled:	Agreement
Recorded:	7/27/1903, in Book 1829, Page(s) 171, of Deeds

- 7 An instrument, upon the terms and conditions contained therein

Entitled:	Agreement
Recorded:	7/27/1903, in Book 1852, Page(s) 84, of Deeds

- 8 The fact that said land is within the boundaries of the City of Los Angeles Redevelopment Area, as disclosed by an instrument recorded 7/22/1975, as Instrument No. 1975-3675, Official Records.

And recorded 07/30/1975 as Instrument No. 1975-3868, Official Records

- 9 An instrument, upon the terms and conditions contained therein
 Entitled: Covenant and Agreement Regarding Maintenance of Building
 Recorded: 11/1/1979, as Instrument No. 1979-1235389, Official Records
- 10 Covenants, conditions and restrictions in an instrument recorded 05/13/2016 as Instrument No. 2016-551702, of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any mortgage or Deed of Trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identify, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

"NOTE: Section 12956.1 (b)(1) of California Government Code provide the following: if this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

- 11 An instrument, upon the terms and conditions contained therein
 Entitled: Agreement Containing Covenants Affecting Real Property
 Recorded: 1/30/1991, as Instrument No. 1991-139186, Official Records
- The lien or charge of said instrument was subordinated to the lien or charge of the Deed of Trust shown in paragraph 2, of Schedule Schedule B Part II
 Recorded: 1/31/1992 as Instrument No. [1992-172735](#), Official Records.
- 12 A Laundry Room Lease for the term commencing as provided therein upon the terms, covenants and conditions therein provided
 Dated: 1/19/1993
 Lessor: Mark Norman, Skid Row Trust Development , as owner of said land and by other persons as owners of other lands in the community area.
 Lessee: Dadson Washer Service, Inc.
 Recorded: 5/4/1993, as Instrument No. [1993-843253](#) , Official Records.

The present ownership of said Lease and other matters affecting the interest of the lessee are not shown herein.

Part II

- 1 A Deed of Trust to secure the indebtedness of
 Amount: **\$1,380,000.00**
 Trustor: **Skid Row Housing Trust, a California non-profit public benefit corporation**
 Trustee: Gateway Title Insurance Company, a California corporation
 Beneficiary: the Community Redevelopment Agency of the City of Los Angeles, California
 Dated: 1/29/1991
 Recorded: **1/30/1991 as Instrument No. [1991-139190](#)** of Official Records
- An agreement modifying said Deed of Trust was recorded 1/31/1992, [as Instrument No. 1992-172734](#), of Official Records
 Dated: 1/15/1992
 Executed by: the Community Redevelopment Agency of the City of Los Angeles, California, a public body, corporate and politic and Sanborn Hotel Limited Partnership, a California limited partnership

Substitution of Trustee Recorded 10/26/2023 as Instrument No. 20230733872

Notice of default under the terms of said Deed of Trust was
Recorded: 10/26/2023 as Instrument No. [20230733873](#), Official Records.

- 2 A Deed of Trust to secure the indebtedness of
Amount: **\$1,272,257.00**
Trustor: **Sanborn Hotel Limited Partnership, a California Limited Partnership**
Trustee: Commerce Enterprises, Inc., a California corporation
Beneficiary: the California Department of Housing and Community Development
Dated: 1/31/1992
Recorded: **1/31/1992 as Instrument No. [1992-172732](#)** of Official Records
- An instrument, upon the terms and conditions contained therein
Entitled: Agreement Regarding Priority
Recorded: 4/5/2023, [as Instrument No. 2023-216415](#), Official Records
- 3 An instrument, upon the terms and conditions contained therein
Entitled: Memorandum of Regulatory Agreement
California Housing Rehabilitation Program - Rental Component
Dated: 1/21/1992
Executed by and between: Sanborn Hotel Limited Partnership, a California Limited Partnership and the Department of Housing and Community Development
Recorded: 1/31/1992, [as Instrument No. 1992-172733](#) of Official Records
- 4 An instrument, upon the terms and conditions contained therein
Entitled: Regulatory Agreement
Dated: 11/18/1993
Executed by and between: Tax Credit Allocation Committee and Sanborn Hotel Limited Partnership
Recorded: 1/21/1994, [as Instrument No. 1994-139454](#) of Official Records
- 5 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$326.72**
Taxpayer: **Skid Row Housing Trust Lessee**
Year/account no.: 20/49105752
Recorded: **12/14/2020** as Instrument No. [2020-1644408](#) , Official Records
- 6 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$158.21**
Taxpayer: **Skid Row Housing Trust Inc
Lessee
Lessee**
Year/account no.: 20/49914183
Recorded: **09/14/2021** as Instrument No. [2021-1401353](#) , Official Records
- 7 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$145.73**
Taxpayer: **Skid Row Housing Trust Inc
Lessee
Lessee**
Year/account no.: 20/49914184
Recorded: **09/14/2021** as Instrument No. [2021-1401354](#) , Official Records

- 8 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$101.62**
Taxpayer: **Skid Row Housing Trust Inc**
Lessee
Year/account no.: 21/49112595
Recorded: **12/09/2021** as Instrument No. [2021-1829437](#), Official Records
- 9 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$65.61**
Taxpayer: **The Skid Row Housing Trust**
Lessee
Year/account no.: 21/49118982
Recorded: **12/09/2021** as Instrument No. [2021-1830332](#), Official Records
- 10 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$163.20**
Taxpayer: **The Skid Row Housing Trust**
Lessee
Year/account no.: 22/49118037
Recorded: **12/13/2022** as Instrument No. [2022-1160470](#), Official Records
- 11 An Abstract of Judgment
Recorded: **3/17/2023** as Instrument No. [2023-173956](#), Official Records.
Entered: 3/1/2023
Case no.: 22STCV05125
Court: Superior Court of California, County of Los Angeles
Judicial District: Central Division
Amount: **\$27,880.32** plus interest and costs.
In favor of: Skid Row Housing Trust
A Corporation
Against: **First National Bank of Omaha, a National Banking Association**
- Attorney for judgment creditor or mailing address:
Name: The Dunning Law Firm APC
Donald T. Dunning
James MacLeod
Address: 9619 Chesapeake Dr., Ste 210
San Diego, CA 92123
- 12 An instrument, upon the terms and conditions contained therein
Entitled: Order Granting Ex Parte Application for an Order Appointing Receiver Pursuant to California Health and Safety Code Section 17980.7 Case No. 23STCP01011
Recorded: 4/13/2023, [as Instrument No. 2023-238024](#), Official Records
- An instrument, upon the terms and conditions contained therein
Entitled: Receiver's Certificate No. 1
Recorded: 4/14/2023, [as Instrument No. 2023-241009](#), Official Records
- An instrument, upon the terms and conditions contained therein
Entitled: Order Authorizing Collection of Rents and Increase to Super-Priority Receiver's Certificate Case No. 23STCP01011
Recorded: 5/9/2023, [as Instrument No. 2023-302053](#), Official Records
- An instrument, upon the terms and conditions contained therein
Entitled: Receiver's Certificate No. 2
Recorded: 5/19/2023, [as Instrument No. 2023-329164](#), Official Records

An instrument, upon the terms and conditions contained therein
Entitled: Receiver's Certificate No. 3
Recorded: 5/23/2023, [as Instrument No. 2023-336213](#), Official Records

An instrument, upon the terms and conditions contained therein
Entitled: Order Increasing the Receiver's Certificate Case No. 23STCP01011
Recorded: 6/1/2023, [as Instrument No. 2023-358557](#), Official Records

An instrument, upon the terms and conditions contained therein
Entitled: Order Authorizing Receiver to Borrow Additional Funds Pursuant to Receiver's Certificate Case No. 23STCP01011
Recorded: 6/29/2023, [as Instrument No. 2023-425483](#), Official Records

An instrument, upon the terms and conditions contained therein
Entitled: Receiver's Certificate No. 4
Recorded: 6/29/2023, [as Instrument No. 2023-427725](#), Official Records

Release of Receiver's Certificate Recorded 11/16/2023, As Instrument No.(s) 793538, 793539 and 793540

Notice of Rescission of Receiver's Certificate No. 4 Recorded 121431 and 140569

13 A Deed of Trust to secure the indebtedness of
Amount: **\$500,000.00**
Trustor: **California Receivership Group, Inc., a California Benefit Corporation, solely in Its capacity as Receiver for Properties**
Trustee: Total Lender Solutions, Inc.
Beneficiary: Community Improvement Capital, LLC
Dated: 4/11/2023
Recorded: **4/14/2023** [as Instrument No. 2023-241010](#) of Official Records

An agreement modifying said Deed of Trust was recorded 5/19/2023, [as Instrument No. 2023-329165](#), of Official Records
Dated: 5/18/2023
Executed by: California Receivership Group, Inc., a California Benefit Corporation, solely in its capacity as Receiver, Total Lender Solution, Inc. and Community Improvement Capital, LLC

An agreement modifying said Deed of Trust was recorded 5/23/2023, [as Instrument No. 2023-336214](#), of Official Records
Dated: 5/20/2023
Executed by: California Receivership Group, Inc., a California Benefit Corporation, solely in its capacity as Receiver, Total Lender Solution, Inc. and Community Improvement Capital, LLC

Substitution of Trustee and Full REconveyance Recorded 11/16/2023 as Instrument No. (s) 793535, 793536 and 793537

14 A Deed of Trust to secure the indebtedness of
Amount: **\$4,348,116.33**
Trustor: **California Receivership Group, Inc., a California Benefit Corporation, solely in its capacity as Receiver for Properties**
Trustee: Total Lender Solution, Inc.
Beneficiary: New Hope Receivership Group, LLC
Dated: 6/28/2023
Recorded: **6/29/2023** [as Instrument No. 2023-427726](#) of Official Records

Substitution of Trustee and Full Reconveyance 02/21/2024 as Instrument No. 112258

- 15 A Deed of Trust to secure the indebtedness of
Amount: **\$10,000,000.00**
Trustor: **Receiver Kevin Singer, of Empire Brokerage & Real Estate Service, Inc. dba Receivership Specialists acting solely in its capacity as Superior Court Receiver for the below-listed properties pursuant to court order in Superior Court of California, County of Los Angeles, Case No. 21STCV03760 (City of Los Angeles, a municipal corporation v. Crest Apartments LP, et. al., LASC Case No. 23STCP01011)**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles
Dated: 6/30/2023
Recorded: **7/3/2023 [as Instrument No. 2023-434822](#)** of Official Records
- 16 A Deed of Trust to secure the indebtedness of
Amount: **\$2,000,000.00**
Trustor: **Empire Brokerage & Real Estate Services, INC., dba Receivership Specialists**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 11/19/2023
Recorded: **11/15/2023 [20230790145](#)** of Official Records
- 17 A Deed of Trust to secure the indebtedness of
Amount: **\$10,000,000.00**
Trustor: **Empire Brokerage & Real Estate Services, INC., dba Receivership Specialists**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 11/3/2023
Recorded: **1/2/2024 [20240003251](#)** of Official Records
- 18 A Deed of Trust to secure the indebtedness of
Amount: **\$4,071,269.70**
Trustor: **Empire Brokerage & Real Estate Services, INC., dba Receivership Specialists**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 1/11/2024
Recorded: **1/19/2024 [20240044590](#)** of Official Records
- 19 A Deed of Trust to secure the indebtedness of
Amount: **\$10,428,730.30**
Trustor: **Empire Brokerage & Real Estate Services, INC., dba Receivership Specialists**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 1/24/2024
Recorded: **1/25/2024 [20240056756](#)** of Official Records

Schedule C

Guarantee No. CA-2820-1584506-150

Paragraph Numbers: 5 Schedule A
Recording Information: 1/31/1992, as Instrument No. [1992-172731, Official Records](#)
Mailing Address: Sanborn Hotel Limited Partnership
c/o Skid Row Housing Trust
315 W. Ninth St., Suite 410
Los Angeles, CA 90015

Sanborn Hotel Limited Partnership
c/o Skid Row Housing Trust
315 West Ninth Street, Suite 410
Los Angeles, CA 90015

Paragraph Numbers: 1 Schedule B Part II
Recording Information: 1/30/1991, as Instrument No. [1991-139190, Official Records](#)
Mailing Address: The Community Redevelopment Agency of the
City of Los Angeles, California
354 South Spring Street, Suite 600
Los Angeles, California 90013

Paragraph Numbers: 1 Schedule B Part II
Recording Information: 1/31/1992, as Instrument No. [1992-172734, Official Records](#)
Mailing Address: The Community Redevelopment Agency
of the City of Los Angeles, California
354 S. Spring Street, Suite 600
Los Angeles, CA 90013

The Community Redevelopment Agency
of the City of Los Angeles, California
354 South Spring Street, Suite 600
Los Angeles, CA 90013

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 1/31/1992, as Instrument No. [1992-172732, Official Records](#)
Mailing Address: Department of Housing and Community Development
P.O. Box 952054, (CHRP-R)
Sacramento, CA 94252-2054

California Department of Housing and Community Development
1800 Third Street
Sacramento, CA 95814

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 4/5/2023, as Instrument No. [2023-216415, Official Records](#)
Mailing Address: State of California
Department of Housing and Community Development
Division of State Financial Assistance
Compliance Resolution Program
2020 West El Camino Blvd., Ste. 400
Sacramento, CA 95833

State of California Department of Housing and
Community Development
Division of State Financial Assistance
Compliance Resolution Program
2020 West El Camino Boulevard, Suite 400
Sacramento, CA 95833

Paragraph Numbers: 3 Schedule B Part II
Recording Information: 1/31/1992, as Instrument No. [1992-172733, Official Records](#)
Mailing Address: Department of Housing & Community Development
P. O. Box 952054
Sacramento, California 94252-2054

Paragraph Numbers: 4 Schedule B Part II
Recording Information: 1/21/1994, as Instrument No. [1994-139454, Official Records](#)
Mailing Address: Tax Credit Allocation Committee
915 Capitol Mall, Room 485
P. O. Box 942809
Sacramento, CA 94209-001

Tax Credit Allocation Committee
915 Capitol Mall, Room 485
Sacramento, CA 94209-0001

Tax Credit Allocation Committee
P.O. Box 942809
Sacramento, CA 94209-0001

Paragraph Numbers: 5 Schedule B Part II
Recording Information: 12/14/2020, as Instrument No. [2020-1644408, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 6 Schedule B Part II
Recording Information: 9/14/2021, as Instrument No. [2021-1401353, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 9/14/2021, as Instrument No. [2021-1401354, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 8 Schedule B Part II
Recording Information: 12/9/2021, as Instrument No. [2021-1829437, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 9 Schedule B Part II
Recording Information: 12/9/2021, as Instrument No. [2021-1830332, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 10 Schedule B Part II
Recording Information: 12/13/2022, as Instrument No. [2022-1160470, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 11 Schedule B Part II
Recording Information: 3/17/2023, as Instrument No. [2023-173956, Official Records](#)
Mailing Address: First National Bank of Omaha
c/o The Dunning Law Firm APC
9619 Chesapeake Drive, Suite 210
San Diego, CA 92123

First National Bank
First National Bank of Omaha
c/o The Dunning Law Firm APC
9619 Chesapeake Drive, Suite 210
San Diego, CA 92123

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 4/13/2023, as Instrument No. [2023-238024, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard #107
Santa Monica, CA 90405

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 4/14/2023, as Instrument No. [2023-241009, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 5/9/2023, as Instrument No. [2023-302053, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 5/19/2023, as Instrument No. [2023-329164, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 5/23/2023, as Instrument No. [2023-336213, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 6/1/2023, as Instrument No. [2023-358557, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group.
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group.
3435 Ocean Park Boulevard #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 6/29/2023, as Instrument No. [2023-425483, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 6/29/2023, as Instrument No. [2023-427725, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 4/14/2023, as Instrument No. [2023-241010, Official Records](#)
Mailing Address: Community Improvement Capital, LLC
c/o Mark S. Adams
3435 Ocean Park Blvd, Suite 107
Santa Monica, CA 90405

Community Improvement Capital, LLC
c/o Mark S. Adams
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 5/19/2023, as Instrument No. [2023-329165, Official Records](#)
Mailing Address: Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 5/23/2023, as Instrument No. [2023-336214, Official Records](#)
Mailing Address: Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd, Suite 107
Santa Monica, CA 90405

Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 14 Schedule B Part II
Recording Information: 6/29/2023, as Instrument No. [2023-427726, Official Records](#)
Mailing Address: New Hope Receivership Group, LLC
c/o Mark S. Adams
3435 Ocean Park Blvd, Suite 107
Santa Monica, CA 90405

New Hope Receivership Group, LLC
c/o Mark S. Adams
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 15 Schedule B Part II
Recording Information: 7/3/2023, as Instrument No. [2023-434822, Official Records](#)
Mailing Address: City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 West Olympic Blvd., Suite 530
Los Angeles, CA 90064

City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 West Olympic Boulevard, Suite 530
Los Angeles, CA 90064

/rt

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms - The following terms when used in the Guarantee mean:

- (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Exclusions from Coverage of this Guarantee - The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its option as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability - In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance

upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

12. Subrogation Upon Payment or Settlement - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. Arbitration - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

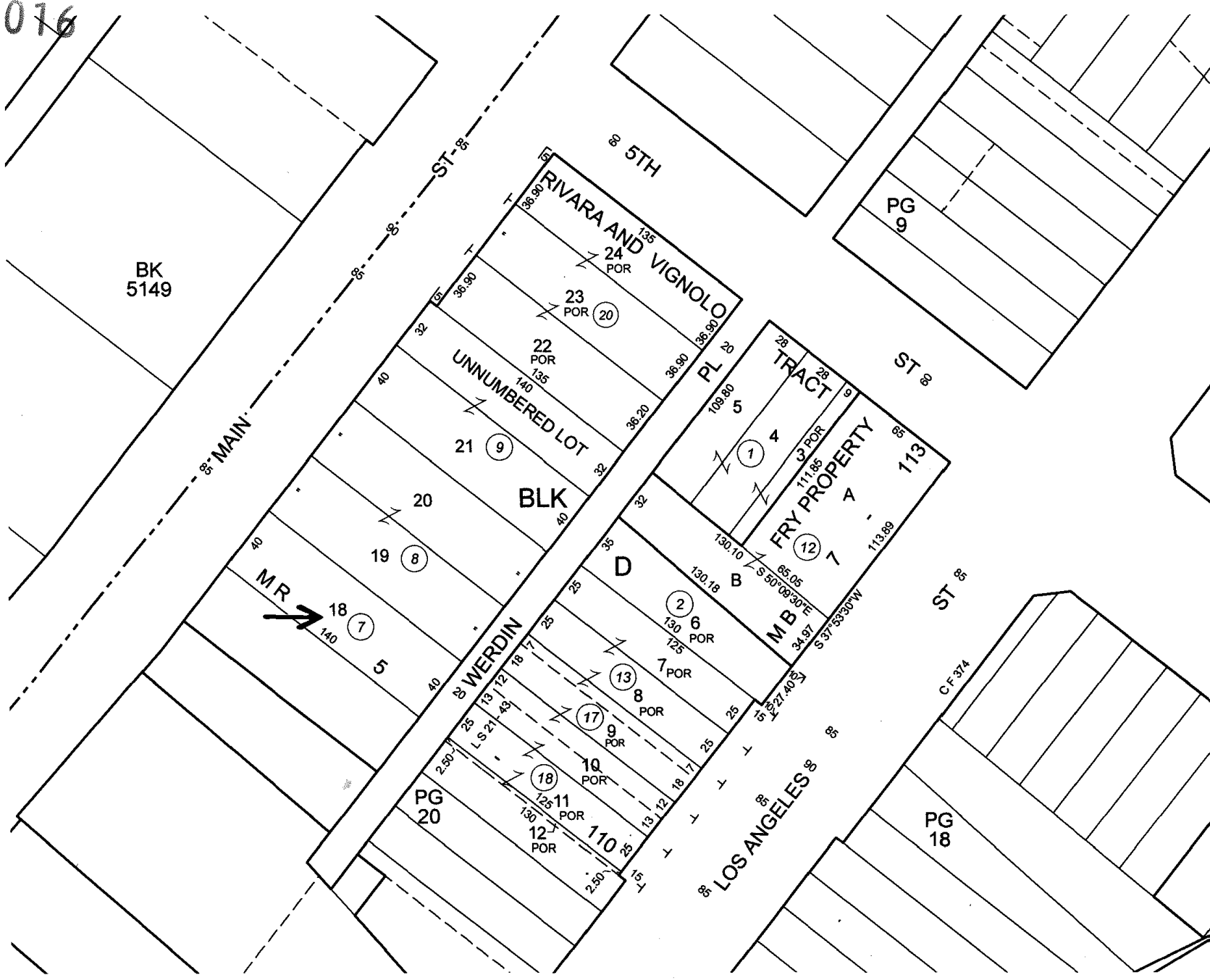
(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston Texas 77252-2029.

2016



MAPPING AND GIS SERVICES SCALE 1" = 60'



THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

EXHIBIT 17

Litigation Guarantee

Order No. 150-2397799-05

Subject to the exclusion from coverage, the limits of Liability and other provisions of the conditions and stipulations hereto annexed and made a part of this guarantee, and subject to the further exclusion and limitations that no guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

Real Advantage Title Insurance Company
A Corporation, herein called the Company,

Guarantees

THE ASSURED NAMED IN SCHEDULE A AGAINST ACTUAL MONETARY LOSS OR DAMAGE NOT EXCEEDING THE LIABILITY AMOUNT STATED IN SCHEDULE A WHICH THE ASSURED SHALL SUSTAIN BY REASON OF ANY INCORRECTNESS IN THE ASSURANCE SET FORTH IN SCHEDULE A.

Real Advantage Title Insurance Company

This endorsement is made a part of the policy and is subject to the terms and provisions thereof and of any prior endorsements thereto, and does not require an original signature.

Litigation Guarantee

Subject to the limitations contained herein, the exclusions form coverage, the limits of liability and other provisions of the Limits of liability and other provisions of the conditions and stipulations here to annexed and made a part of this Guarantee,

Real Advantage Title Insurance Company
a Corporation, herein called the Company

GUARANTEES

This assured named in Schedule A against loss not exceeding the liability amount stated in Schedule A which the assured shall Sustain by reason of any incorrectness in the assurance which the company hereby gives that, according to the public records, as of date of guarantee shown in Schedule A:

1. The title to the herein described state or interest in vested in the vestee named in Schedule A.
2. Except for the matters shown in schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.
3.
 - a) The current interest holders claiming some right, title or interest by reason of the matters shown in part II of Schedule B are as shown therein. The vestee named in Schedule A and parties claiming to have some right, title or interest by reason of the matters shown in part II of Schedule B may be necessary to name defendant in action, the nature of which is referred to in Schedule A.
 - b) The current interest holders claiming some right, title or interest by reason of the matters shown in part I of Schedule B may also be necessary to name defendant in an action, the nature of which is referred to in Schedule A. However, no assurance is given hereby as to those current interest holders.
4. The return address for mailing after recording, if any, as shown on each and every document referred to in part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown in Schedule A are shown in Schedule C.

THE LITIGATION GUARANTEE IS FURNISHED SOLELY FOR THE PURPOSE OF FACILITATING THE FILING OF THE ACTION REFERRED TO IN SCHEDULE A. IT SHALL NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSES.

Schedule A

Guarantee No. CA-2820-1584569-150

Liability: \$25,000.00 Premium: \$420.00

1. Name of assured:

Receivership Specialists

2. Date of Guarantee: 3/13/2024

3. This Litigation guarantee is furnished solely for the purposes of facilitating the Filing of an action to:

Receivership

4. The Estate or interest in the land which is covered by this Guarantee is:

A Fee

5. Title to the Estate or interest in the land is vested in:

Senator 2015 LP, a California limited partnership

6. The Land referred to in this Guarantee is described as follows:

That portion of Block 23 of Ord’s Survey, in the City of Los Angeles, County of Los Angeles, State of California, as shown on map recorded in Book 53, Pages 66 et seq., of Miscellaneous Records, in the Office of the County Recorder of said County, bounded by the following described lines:

Beginning at the intersection of the Southeasterly line of Spring Street, 80 feet wide, as located by the City Engineer, with the Southwesterly face of the Southwesterly wall of a 4-story brick building, said intersection being distant North 37° 50' 00" East, along said Southeasterly line, 301.29 feet from the Northeasterly line of Eighth Street, 60 feet wide, as located by said City Engineer; thence along said Southwesterly faces and its prolongation, being also the Northeasterly line of Lot “A”, Resubdivision of Part of Block 23, Huber Tract, as shown on a map recorded in Book 4, Page 69, of Maps, Records of said County, South 52° 14' 46" East 99 feet to the Northwesterly prolongation of the Southwesterly face of the Southwesterly wall of a 4-story brick building fronting on Main Street; thence along said last mentioned prolongation and said last mentioned Southwesterly face, being also the Northeasterly line of said Lot “A”, South 52° 16' 50" East 96.56 feet to the Northwesterly line of Main Street, 80 feet wide, as located by said City Engineer; thence along said Main Street North 52° 14' 40" East 46.55 feet to the Southeasterly prolongation of the Northeasterly face of the Northeasterly wall of said last mentioned building; thence along said prolongation and said Northeasterly face and the Northwesterly prolongation thereof, North 52° 24' 34" West 106.14 feet to the most Southerly corner of a 13 story concrete and brick building fronting on Spring Street; thence along the Southwesterly face of the Southwesterly wall of said 13 story building North 52° 05' 04" West 101 feet to the intersection thereof with the Southeasterly line of said Spring Street, said intersection being distant South 37° 50' 00" West along said Southeasterly line, 245.76 feet from the Southwesterly line of Seventh Street 80 feet wide, as located by said City Engineer, thence South 37° 50' 00" West 45.11 feet to the point of beginning.

A portion of said land is included within Lot “C” of Tract No. 50, as shown on map recorded in Book 14, Page 161, of Maps in the Office of the County Recorder of said County.

Parcel No.: 5144-015-054

Also Known as:

729 South Main Street
Los Angeles CA 90014

Order No. 150-2397799-05

Schedule B

Guarantee No. CA-2820-1584569-150

Defects, liens, encumbrances or other matters affecting title:

Part I

1 General and Special taxes for the fiscal year 2024-2025, including any assessments collected with taxes. A lien not yet payable.

First installment due and payable 11/01/2024, delinquent if not paid by 12/10/2024
Second installment due and payable 02/01/2025, delinquent if not paid by 04/10/2025

2 General and Special taxes for the fiscal year 2023-2024, including any assessments collected with current taxes.

Total amount	\$7,644.87
1st installment	\$3,822.44 , delinquent
Penalty	\$382.24 (after 12/11/2023)
2nd installment	\$3,822.43 , open
Penalty	\$392.24 (after 4/10/2024)
Code area	13264 - City of Los Angeles - 44
Parcel No.	5144-015-054
Exemption	\$7,487,802.00

3 NOTE: DEFAULTED TAX shown below:

Delinquent Tax Year(s) and Installment(s): 2018, 2020-2022 & 2022-2023/Both
 Total Amount to redeem if paid by:
 March 2024, \$31,499.50
 April 2024, \$31,823.36
 May 2024, \$32,147.20

4 The Lien of future supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq of the revenue and taxation code of the State of California

5 The effect of a map of community facilities district and the notice of special tax authorization and the lien of any taxes or assessments levied by or bonds issued by County of Los Angeles, filed in Book 189, Page(s) 73, assessment maps, as disclosed by a document recorded [2/20/2004, as Instrument No. 2004-398518](#), Official Records.

6 The effect of a map of community facilities district and the notice of special tax authorization and the lien of any taxes or assessments levied by or bonds issued by Los Angeles County, filed in Book 190, Page(s) 76, assessment maps, as disclosed by a document recorded [3/23/2005, as Instrument No. 2005-668668](#), Official Records.

7 The effect of a map of community facilities district and the notice of special tax authorization and the lien of any taxes or assessments levied by or bonds issued by City of Los Angeles, filed in Book not shown, Page(s) not shown, assessment maps, as disclosed by a document recorded [1/29/2013, as Instrument No. 2013-143515](#), Official Records.

8 The effect of a map of community facilities district and the notice of special tax authorization and the lien of any taxes or assessments levied by or bonds issued by City of Los Angeles, filed in Book not shown, Page(s) not shown, assessment maps, as disclosed by a document recorded [3/23/2005, as Instrument No. 2005-668669](#), Official Records.

9 The effect of a map of community facilities district and the notice of special tax authorization and the lien of any taxes or assessments levied by or bonds issued by City of Agreement, filed in Book not shown, Page(s) not shown, assessment maps, as disclosed by a document recorded [3/23/2005, as Instrument No. 2005-668669](#), Official Records.

10 The fact that said land is within the boundaries of the Central Business District Redevelopment Area, as disclosed by an instrument recorded 7/22/1975, [as Instrument No. 1975-3675](#), Official Records.

And recorded [7/30/1975, as Instrument No. 1975-3868, Official Records](#)

11 Notice is hereby given that the Department of Building and Safety has determined that the building(s) located on said land as identified by the records of Los Angeles County Assessor's Assessment Rolls is within the scope of Division 68 of the Los Angeles Municipal Code (Sections 91.6801 through 91.6810, entitled "Earthquake Hazard Reduction in Existing Buildings"), Division 68 applies to buildings that were constructed or for which a building permit was issued prior to October 6, 1933 and has unreinforced masonry bearing walls.

12 Any rights, interest, claims which may exist or arise by reason of the following facts on a survey dated July 9, 1991:

The fact that the fire escapes located on the Southeast portion of said land extend into Main Street by 3 feet.

The fact that the overhang located on the Southeast portion of said land extend into Main Street by 3.28 feet.

The fact that the fire escapes located on the Northwest portion of said land extends into Spring Street by 4.34 feet.

The fact that the overhang located on the Northwest portion of said land extend into Spring Street by 4.34 feet.

The fact that the awning located on the Northwest portion of said land extends into Spring Street by 7.95 feet.

The fact that the building located on said land extends into Main Street by 1.85 feet.

13 An irrevocable offer to dedicate real property for public street purposes, recorded 6/7/1993, as Instrument No. [1993-1077332](#), of Official Records.

An instrument, upon the terms and conditions contained therein

Entitled: Resolution

Recorded: 1/20/1994, [as Instrument No. 1994-135262](#), Official Records

14 A covenant and agreement pertaining to the development of said land omitting restrictions herein, if any, based on race, color, religion or national origin.

Recorded: 11/24/1992 as Instrument No. 92-2200454, Official Records.

Executed by: Senator Apartments Limited, a California Limited Partnership

In Favor of: City of Los Angeles

15 An Instrument upon the terms and conditions therein

Entitled: Notice of Residential Hotel Status Determination

Executed by: Los Angeles Housing Department

Recorded: 7/24/2013, [as Instrument No. 2013-1088906](#), Official Records

16 An Instrument upon the terms and conditions therein

Entitled: Notice of Residential Hotel Status Determination

Executed by: Los Angeles Housing and Community Investment Department

Recorded: 8/6/2013, [as Instrument No. 2013-1154445](#), Official Records

1 An instrument, upon the terms and conditions contained therein
Entitled: Notice of Building(s), Structure(s), or Premises Classified as either Hazardous, Substandard or a Nuisance - Abatement Proceedings
Recorded: 12/14/1990, [as Instrument No. 1990-2066086](#), Official Records

2 An instrument, upon the terms and conditions contained therein
Entitled: Agreement Containing Covenants Affecting Real Property
Recorded: 12/6/1991, [as Instrument No. 1991-1923067](#), Official Records

An instrument declaring a modification thereof was recorded 5/20/1993 as [Instrument No. 1993-962564](#), Official Records

An instrument, upon the terms and conditions contained therein
Entitled: Restated and Amended Agreement Containing Covenants Affecting Real Property (Including Rental Restrictions)
Recorded: 12/21/2018, [as Instrument No. 2018-1297630](#), Official Records

3 An instrument, upon the terms and conditions contained therein
Entitled: Regulatory Agreement
Recorded: 5/23/1995, [as Instrument No. 1995-812320](#), Official Records

An instrument, upon the terms and conditions contained therein
Entitled: Assumption of Regulatory Agreement
Recorded: 12/21/2018, [as Instrument No. 2018-1297634](#), Official Records

The lien or charge of said instrument was subordinated to the lien or charge of the Deed of Trust shown in paragraph 5, of Schedule B Part II

Recorded: 12/21/2018 as Instrument No. [2018-1297638](#), Official Records.

4 An instrument, upon the terms and conditions contained therein
Entitled: Regulatory Agreement and Declaration of Restrictive Covenants
Dated: 12/1/2018
Executed by and between: California Housing Finance Agency and U.S. Bank National Association
Recorded: 12/21/2018, [as Instrument No. 2018-1297627](#), of Official Records

5 A Deed of Trust to secure the indebtedness of
Amount: **\$12,207,773.00**
Trustor: **Senator 2015 LP, a California limited partnership**
Trustee: UnionBanCal Mortgage Corporation, a California corporation
Beneficiary: California Housing Finance Agency, a public instrumentality and political subdivision of the State of California
Dated: 12/1/2018
Recorded: **12/21/2018** [as Instrument No. 2018-1297628](#), of Official Records

The beneficial interest under said Deed of Trust was assigned

To: MUFG Union Bank, N.A.
By Assignment Recorded: 12/21/2018, [as Instrument No. 2018-1297629](#), Official Records.

6 A Deed of Trust to secure the indebtedness of
Amount: **\$2,000,000.00**
Trustor: **Senator 2015 LP, a California limited partnership**
Trustee: UnionBanCal Mortgage Corporation, a California corporation
Beneficiary: MUFG Union Bank, N.A.
Dated: 12/1/2018
Recorded: **12/21/2018** [as Instrument No. 2018-1297632](#), of Official Records

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 5 of Schedule B Part II, by an agreement

Recorded: 12/21/2018, [as Instrument No. 2018-1297636](#), Official Records.

7 A Deed of Trust to secure the indebtedness of
 Amount: **\$1,657,767.00**
 Trustor: **Senator 2015 LP, a California limited partnership**
 Trustee: Commonwealth Land Title Company, a California corporation
 Beneficiary: The Skid Row Housing Trust, a California nonprofit public benefit corporation
 Dated: 12/1/2018
 Recorded: **12/21/2018** [as Instrument No. 2018-1297633](#), of Official Records

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 6 of Schedule B Part II, by an agreement

Recorded: 12/21/2018, [as Instrument No. 2018-1297637](#), Official Records.

8 A lien for unsecured property taxes in favor of the tax collector,
 County of Los Angeles
 Amount: **\$326.72**
 Taxpayer: **Skid Row Housing Trust Lessee**
 Year/account no.: 2020/not shown
 Recorded: **12/14/2020**, as Instrument No. [2020-1644408](#), Official Records

9 A lien for unsecured property taxes in favor of the tax collector,
 County of Los Angeles
 Amount: **\$158.21**
 Taxpayer: **Skid Row Housing Trust Inc
 Lessee**
 Year/account no.: 2020/not shown
 Recorded: **9/14/2021**, as Instrument No. [2021-1401353](#), Official Records

10 A lien for unsecured property taxes in favor of the tax collector,
 County of Los Angeles
 Amount: **\$145.73**
 Taxpayer: **Skid Row Housing Trust Inc
 Lessee**
 Year/account no.: 2020/not shown
 Recorded: **9/14/2021**, as Instrument No. [2021-1401354](#), Official Records

11 A lien for unsecured property taxes in favor of the tax collector,
 County of Los Angeles
 Amount: **\$101.62**
 Taxpayer: **Skid Row Housing Trust Inc
 Lessee**
 Year/account no.: 2021/not shown
 Recorded: **12/9/2021**, as Instrument No. [2021-1829437](#), Official Records

12 A lien for unsecured property taxes in favor of the tax collector,
 County of Los Angeles
 Amount: **\$65.61**
 Taxpayer: **The Skid Row Housing Trust
 Lessee**
 Year/account no.: 2021/not shown
 Recorded: **12/9/2021**, as Instrument No. [2021-1830332](#), Official Records

13 A claim of mechanic's lien
 Amount: \$1,187,311.00
 Claimant: Snyder Langston Residential, LLC
 Recorded: 6/9/2022, as Instrument No. [2022-615371](#), Official Records.

An instrument declaring a modification thereof was recorded 6/15/2022 as [Instrument No. 2022-631608](#), Official Records

- 14 An action commenced, notice of which
Recorded: 8/29/2022 as Instrument No. [2022-858677](#) , Official Records
Court: Superior Court of the State of California
Case no.: 22STCV27676
Judicial District: County of Los Angeles Stanley Mosk Courthouse
Plaintiff: Snyder Langston Residential, LLC, a Delaware limited liability company
Defendant: Senator 2015 LP, a California limited partnership; and Does 1 through 100, inclusive
Purpose of action: Notice of Lis Pendens
- 15 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$163.20**
Taxpayer: **The Skid Row Housing Trust**
Lessee
Year/account no.: 2022/not shown
Recorded: **12/13/2022**, as Instrument No. [2022-1160470](#) , Official Records
- 16 An instrument, upon the terms and conditions contained therein
Entitled: Notice of Building(s), Structure(s), or Premises placed into The Rent Escrow Account Program (REAP)
Recorded: 12/21/2022, [as Instrument No. 2022-1190780](#), Official Records
- 17 An Abstract of Judgment
Recorded: **3/17/2023** as Instrument No. [2023-173956](#) , Official Records.
Entered: 3/1/2023
Case no.: 22STCV05125
Court: Superior Court of California, County of Los Angeles
Judicial District: Central Division
Amount: **\$27,880.32** plus interest and costs.
In favor of: First National Bank of Omaha, a National Banking Association
Against: **Skid Row Housing Trust, a corporation**

Attorney for judgment creditor or mailing address:
Name: The Dunning Law Firm APC
Donald T. Dunning (#144665)
James MacLeod (#249145)
Address: 9619 Chesapeake Dr., Ste 210
San Diego, CA 92123
- 18 An instrument, upon the terms and conditions contained therein
Entitled: Granting Ex Parte Application for an Order Appointing Receiver Pursuant to California Health and Safety Code Section 17980.7 Case No. 23STCP01011
Recorded: 4/13/2023, [as Instrument No. 2023-238024](#), Official Records

An instrument, upon the terms and conditions contained therein
Entitled: Receiver's Certificate No. 1
Recorded: 4/14/2023, [as Instrument No. 2023-241009](#), Official Records

An instrument, upon the terms and conditions contained therein
Entitled: Order Authorizing Collection of Rents and Increase to Super-Priority Receiver's Certificate Case No. 23STCP01011
Recorded: 5/9/2023, [as Instrument No. 2023-302053](#), Official Records

An instrument, upon the terms and conditions contained therein
Entitled: Receiver's Certificate
Recorded: 5/19/2023, [as Instrument No. 2023-329164](#), Official Records

An instrument, upon the terms and conditions contained therein
 Entitled: Receiver's Certificate
 Recorded: 5/23/2023, [as Instrument No. 2023-336213](#), Official Records

An instrument, upon the terms and conditions contained therein
 Entitled: Order Increasing the Receiver's Certificate Case No. 23STCP01011
 Recorded: 6/1/2023, [as Instrument No. 2023-358557](#), Official Records

An instrument, upon the terms and conditions contained therein
 Entitled: Order Authorizing Receiver to Borrow Additional Funds Pursuant to Receiver's Certificate Case No. 23STCP01011
 Recorded: 6/29/2023, [as Instrument No. 2023-425483](#), Official Records

- 19 A claim of mechanic's lien
 Amount: \$21,985.50
 Claimant: United Guard Security
 Recorded: 6/14/2023, as Instrument No. [2023-389573](#), Official Records.
- 20 A Deed of Trust to secure the indebtedness of
 Amount: **\$10,000,000.00**
 Trustor: **Receiver King Singer, of Empire Brokerage & Real Estate Service, Inc. dba Receivership Specialists acting solely in its capacity as Superior Court Receiver**
 Trustee: Orange Coast Title Company
 Beneficiary: City of Los Angeles, a municipal corporation
 Dated: 6/30/2023
 Recorded: 7/3/2023 [as Instrument No. 2023-434822](#), of Official Records
- 21 A Deed of Trust to secure the indebtedness of
 Amount: **\$2,000,000.00**
 Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists**
 Trustee: Orange Coast Title Company
 Beneficiary: City of Los Angeles, a municipal corporation
 Dated: 10/19/2023
 Recorded: 11/15/2023 [as Instrument No. 2023-790145](#), of Official Records
- 22 A Deed of Trust to secure the indebtedness of
 Amount: **\$10,000,000.00**
 Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists**
 Trustee: Orange Coast Title Company
 Beneficiary: City of Los Angeles, a municipal corporation
 Dated: 11/3/2023
 Recorded: 1/2/2024 [as Instrument No. 2024-3251](#), of Official Records
- 23 A Deed of Trust to secure the indebtedness of
 Amount: **\$4,071,269.70**
 Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists**
 Trustee: Orange Coast Title Company
 Beneficiary: City of Los Angeles, a municipal corporation
 Dated: 1/11/2024
 Recorded: 1/19/2024 [as Instrument No. 2024-44590](#), of Official Records
- 24 A Deed of Trust to secure the indebtedness of
 Amount: **\$10,428,730.30**
 Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists**
 Trustee: Orange Coast Title Company
 Beneficiary: City of Los Angeles, a municipal corporation
 Dated: 1/24/2024
 Recorded: 1/25/2024 [as Instrument No. 2024-56756](#), of Official Records

Schedule C

Guarantee No. CA-2820-1584569-150

Paragraph Numbers: 5 Schedule A
Recording Information: 12/21/2018, as Instrument No. [2018-1297626, Official Records](#)
Mailing Address: Senator 2015 LP
729 South Main Street
Los Angeles, CA 90021

Senator 2015 LP
1317 East 7th Street
Los Angeles, CA 90021

Paragraph Numbers: 1 Schedule B Part II
Recording Information: 12/14/1990, as Instrument No. [1990-2066086, Official Records](#)
Mailing Address: Department of Building and Safety
Bureau of Community Safety
500 Shatto Place
Suite 520
Los Angeles, CA 90020

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 12/6/1991, as Instrument No. [1991-1923067, Official Records](#)
Mailing Address: The Community Redevelopment Agency
of the City of Los Angeles, California
354 S. Spring Street, Suite 800
Los Angeles, California 90013

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 5/20/1993, as Instrument No. [1993-962564, Official Records](#)
Mailing Address: The Community Redevelopment Agency
of the City of Los Angeles, California
354 S. Spring Street, Suite 800
Los Angeles, CA 90013

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 12/21/2018, as Instrument No. [2018-1297630, Official Records](#)
Mailing Address: City of Los Angeles
Los Angeles Housing Department
P.O. Box 532729
Los Angeles, CA 90053-2729
Attn: Asset Management

Senator 2015 LP
c/o The Skid Row Housing Trust
1317 E. 7th Street
Los Angeles, CA 90021
Attn: Chief Executive Officer

Senator 2015 LP
NEF Assignment Corporation
10 South Riverside Plaza, Suite 1700
Chicago, IL 60606
Attn: General Counsel

Paragraph Numbers: 3 Schedule B Part II
Recording Information: 5/23/1995, as Instrument No. [1995-812320, Official Records](#)
Mailing Address: Tax Credit Allocation Committee
915 Capitol Mall, Room 485
P.O. Box 942809
Sacramento, CA 94209-0001

Senator Apartments Limited Partnership
1317 East 7th St
Los Angeles, CA 90021

Paragraph Numbers: 3 Schedule B Part II
Recording Information: 12/21/2018, as Instrument No. [2018-1297634, Official Records](#)
Mailing Address: Tax Credit Allocation Committee
915 Capitol Mall, Room 485
P.O. Box 942809
Sacramento, CA 94209-0001

Paragraph Numbers: 3 Schedule B Part II
Recording Information: 12/21/2018, as Instrument No. [2018-1297638, Official Records](#)
Mailing Address: MUFG Union Bank, N.A.
Loan Administration Department
Attn: Manager
3151 E. Imperial Highway, 1st Floor
Brea, CA 92821

Paragraph Numbers: 4 Schedule B Part II
Recording Information: 12/21/2018, as Instrument No. [2018-1297627, Official Records](#)
Mailing Address: California Housing Finance Agency
c/o Orrick, Herrington & Sutcliffe LLP
405 Howard Street
San Francisco, CA 94105

U.S. Bank National Association
c/o Orrick, Herrington & Sutcliffe LLP
405 Howard Street
San Francisco, CA 94105

Paragraph Numbers: 5 Schedule B Part II
Recording Information: 12/21/2018, as Instrument No. [2018-1297628, Official Records](#)
Mailing Address: MUFG Union Bank, N.A.
Commercial Credit Loan Administration
3151 E. Imperial Highway 1st Floor
Brea, CA 92821
Attn: Manager

California Housing Finance Agency
Office of General Counsel - MS 1440
500 Capitol Mall, Suite 1400
Sacramento, California 95814

Paragraph Numbers: 5 Schedule B Part II
Recording Information: 12/21/2018, as Instrument No. [2018-1297629, Official Records](#)
Mailing Address: MUFG Union Bank, N.A.
Commercial Credit Loan Administration
3151 E. Imperial Highway, 1st Floor
Brea, CA 92821
Attn: Manager

Paragraph Numbers: 6 Schedule B Part II
Recording Information: 12/21/2018, as Instrument No. [2018-1297632, Official Records](#)
Mailing Address: MUFG Union Bank, N.A.
Community Development LIHC
10900 NE 8th Street, Suite 1250
Bellevue, WA 98004

MUFG Union Bank, N.A.
Union Bank, N.A.
Attn: AHP Program Loan Manager
200 Pringle Avenue, Suite 355
Walnut Creek, CA 94596

Senator 2015 LP
c/o Barnes & Thornburg LLP
41 S. High Street, Suite 3300
Columbus, OH 43215-6104

Paragraph Numbers: 6 Schedule B Part II
Recording Information: 12/21/2018, as Instrument No. [2018-1297636, Official Records](#)
Mailing Address: MUFG Union Bank, N.A.
Commercial Credit Loan Administration
3151 E. Imperial Highway, 1st Floor
Brea, CA 92821
Attention: Manager

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 12/21/2018, as Instrument No. [2018-1297633, Official Records](#)
Mailing Address: The Skid Row Housing Trust
1317 East 7th Street
Los Angeles, CA 90021

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 12/21/2018, as Instrument No. [2018-1297637, Official Records](#)
Mailing Address: MUFG Union Bank, N.A.
3151 E. Imperial Highway, 1st Floor
Brea, CA 92821
Attention: Manager

Senator 2015 LP
c/o Gubb & Barshay
Attn: Scott Barshay, Esq.
505 14th Street, Suite 450
Oakland, CA 94612

Senator 2015 LP
c/o NEF Assignment Corporation
10 South Riverside Plaza, Suite 1700
Chicago, IL 60606

Senator 2015 LP
c/o Barnes & Thornburg LLP
41 S. High Street, Suite 3300
Columbus, OH 43215-6104

Senator 2015 GP LLC
Attn: Chief Executive Officer
1317 E. 7th Street
Los Angeles, CA 90021

Senator 2015 GP LLC
c/o Gubb & Barshay
Attn: Scott Barshay, Esq.
505 14th Street, Suite 450
Oakland, CA 94612

Senator 2015 GP LLC
Office of General Counsel-MS 1440
California Housing Finance Agency
500 Capitol Mall, Suite 1400
Sacramento, CA 95814

Paragraph Numbers: 8 Schedule B Part II
Recording Information: 12/14/2020, as Instrument No. [2020-1644408, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 9 Schedule B Part II
Recording Information: 9/14/2021, as Instrument No. [2021-1401353, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 10 Schedule B Part II
Recording Information: 9/14/2021, as Instrument No. [2021-1401354, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 11 Schedule B Part II
Recording Information: 12/9/2021, as Instrument No. [2021-1829437, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 12/9/2021, as Instrument No. [2021-1830332, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 6/9/2022, as Instrument No. [2022-615371, Official Records](#)
Mailing Address: Snyder Langston Residential, LLC
17962 Cowan
Irvine, California 92614

Paragraph Numbers: 14 Schedule B Part II
Recording Information: 8/29/2022, as Instrument No. [2022-858677, Official Records](#)
Mailing Address: Snyder Langston Residential, LLC
c/o Law Office of James D. Lipschultz
A Professional Corporation
3435 Ocean Park Boulevard, Suite 214
Santa Monica, California 90405

Paragraph Numbers: 15 Schedule B Part II
Recording Information: 12/13/2022, as Instrument No. [2022-1160470, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 16 Schedule B Part II
Recording Information: 12/21/2022, as Instrument No. [2022-1190780, Official Records](#)
Mailing Address: Los Angeles Housing Department
Rent Escrow Account Program
PO Box 17460
Los Angeles, CA 90017

Los Angeles Housing Department
Rent Escrow Account Program
1200 W. 7th Street
Los Angeles, CA 90017

Paragraph Numbers: 17 Schedule B Part II
Recording Information: 3/17/2023, as Instrument No. [2023-173956, Official Records](#)
Mailing Address: First National Bank of Omaha
c/o The Dunning Law Firm APC
9619 Chesapeake Dr., Ste 210
San Diego, CA 92123

Paragraph Numbers: 18 Schedule B Part II
Recording Information: 4/13/2023, as Instrument No. [2023-238024, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

Paragraph Numbers: 18 Schedule B Part II
Recording Information: 4/14/2023, as Instrument No. [2023-241009, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

Paragraph Numbers: 18 Schedule B Part II
Recording Information: 5/9/2023, as Instrument No. [2023-302053, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 18 Schedule B Part II
Recording Information: 5/19/2023, as Instrument No. [2023-329164, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 18 Schedule B Part II
Recording Information: 5/23/2023, as Instrument No. [2023-336213, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 18 Schedule B Part II
Recording Information: 6/1/2023, as Instrument No. [2023-358557, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 18 Schedule B Part II
Recording Information: 6/29/2023, as Instrument No. [2023-425483, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 19 Schedule B Part II
Recording Information: 6/14/2023, as Instrument No. [2023-389573, Official Records](#)
Mailing Address: United Guard Security
Ismael Zita, CEO
879 W 190th St, Ste 280
Gardena, California 90248

Paragraph Numbers: 20 Schedule B Part II
Recording Information: 7/3/2023, as Instrument No. [2023-434822, Official Records](#)
Mailing Address: City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

Paragraph Numbers: 21 Schedule B Part II
Recording Information: 11/15/2023, as Instrument No. [2023-790145. Official Records](#)
Mailing Address: City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

Paragraph Numbers: 22 Schedule B Part II
Recording Information: 1/2/2024, as Instrument No. [2024-3251. Official Records](#)
Mailing Address: City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

Paragraph Numbers: 23 Schedule B Part II
Recording Information: 1/19/2024, as Instrument No. [2024-44590. Official Records](#)
Mailing Address: City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

Paragraph Numbers: 24 Schedule B Part II
Recording Information: 1/25/2024, as Instrument No. [2024-56756. Official Records](#)
Mailing Address: City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms - The following terms when used in the Guarantee mean:

- (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Exclusions from Coverage of this Guarantee - The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its option as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability - In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance

upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

12. Subrogation Upon Payment or Settlement - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. Arbitration - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

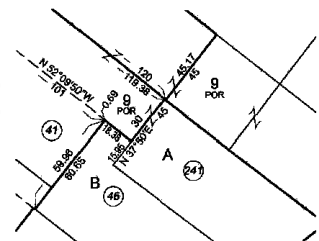
(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston Texas 77252-2029.

Order: 2397799 Comment: Description: Los Angeles, CA Assessor Map - Book: Page 5144.15 Page: 1 of 13



MAPPING AND GIS SERVICES SCALE 1" = 100'



DETAIL NO SCALE

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

EXHIBIT 18

NOTICE

PLEASE BE ADVISED THAT THE DATA AND INFORMATION FROM THE PUBLIC RECORDS CONTAINED HEREIN WILL NEED TO BE UPDATED PRIOR TO CLOSING AS MANY COUNTY FACILITIES ARE CLOSED OR HAVE LIMITED STAFFING AS A RESULT OF THE CORONAVIRUS PANDEMIC. IF THE INFORMATION FROM THE COUNTY IS NOT AVAILABLE THERE WILL BE ADDITIONAL REQUIREMENTS IN ORDER TO CLOSE AND INSURE THIS TRANSACTION. PLEASE CONTACT YOUR LOCAL TITLE OFFICER FOR DETAILS.

Litigation Guarantee

Order No. 150-2383596-05

Subject to the exclusion from coverage, the limits of Liability and other provisions of the conditions and stipulations hereto annexed and made a part of this guarantee, and subject to the further exclusion and limitations that no guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

Real Advantage Title Insurance Company
A Corporation, herein called the Company,

Guarantees

THE ASSURED NAMED IN SCHEDULE A AGAINST ACTUAL MONETARY LOSS OR DAMAGE NOT EXCEEDING THE LIABILITY AMOUNT STATED IN SCHEDULE A WHICH THE ASSURED SHALL SUSTAIN BY REASON OF ANY INCORRECTNESS IN THE ASSURANCE SET FORTH IN SCHEDULE A.

Real Advantage Title Insurance Company

This endorsement is made a part of the policy and is subject to the terms and provisions thereof and of any prior endorsements thereto, and does not require an original signature.

Litigation Guarantee

Subject to the limitations contained herein, the exclusions form coverage, the limits of liability and other provisions of the Limits of liability and other provisions of the conditions and stipulations here to annexed and made a part of this Guarantee,

Real Advantage Title Insurance Company
a Corporation, herein called the Company

GUARANTEES

This assured named in Schedule A against loss not exceeding the liability amount stated in Schedule A which the assured shall Sustain by reason of any incorrectness in the assurance which the company hereby gives that, according to the public records, as of date of guarantee shown in Schedule A:

1. The title to the herein described state or interest in vested in the vestee named in Schedule A.
2. Except for the matters shown in schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.
3.
 - a) The current interest holders claiming some right, title or interest by reason of the matters shown in part II of Schedule B are as shown therein. The vestee named in Schedule A and parties claiming to have some right, title or interest by reason of the matters shown in part II of Schedule B may be necessary to name defendant in action, the nature of which is referred to in Schedule A.
 - b) The current interest holders claiming some right, title or interest by reason of the matters shown in part I of Schedule B may also be necessary to name defendant in an action, the nature of which is referred to in Schedule A. However, no assurance is given hereby as to those current interest holders.
4. The return address for mailing after recording, if any, as shown on each and every document referred to in part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown in Schedule A are shown in Schedule C.

THE LITIGATION GUARANTEE IS FURNISHED SOLELY FOR THE PURPOSE OF FACILITATING THE FILING OF THE ACTION REFERRED TO IN SCHEDULE A. IT SHALL NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSES.

Schedule A

Guarantee No. CA-2820-1584508-150

Liability: \$25,000.00 Premium: \$336.00

1. Name of assured:

Receivership Specialists

2. Date of Guarantee: 02/29/2024

3. This Litigation guarantee is furnished solely for the purposes of facilitating the Filing of an action to:

Receivership

4. The Estate or interest in the land which is covered by this Guarantee is:

A Fee

5. Title to the Estate or interest in the land is vested in:

St. George Affordable Housing Limited Partnership, a California limited partnership, subject to paragraph no(s). 20 of Schedule B.

6. The Land referred to in this Guarantee is described as follows:

Parcel 1:

Lot 4 and the Westerly 5 feet, front and rear, of Lot 5 of Mayo Tract, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 100, Page 201 of Deeds, in the office of the County Recorder of said County.

Parcel 2:

Those portions of alleys adjoining said land and lying Northeasterly and Northwesterly thereof, title to which would pass with a legal conveyance of said land.

Parcel No.: 5161-026-004
Also Known as: 115 East 3rd Street
Los Angeles CA 90013

Schedule B

Guarantee No. CA-2820-1584508-150

Defects, liens, encumbrances or other matters affecting title:

Part I

- 1 General and Special taxes for the fiscal year 2023-2024, including any assessments collected with current taxes.

Total amount	\$6,590.76
1st installment	\$3,295.38 , Delinquent
Penalty	\$329.53 (after 12/11/2023)
2nd installment	\$3,295.38 , open
Penalty	\$339.53 (after 4/10/2024)
Code area	13263 - City of Los Angeles - 44
Parcel No.	5161-026-004
Exemption	\$4,036,701.00

2 NOTE: DEFAULTED TAX shown below:

Delinquent Tax Year(s) and Installment(s): 2021-2022 & 2022-2023/2nd
 Total Amount to redeem if paid by:

March 2024,	\$4,493.21
April 2024,	\$4,551.00
May 2024,	\$4,608.79

Please Note: *** Partial payment on file - examination of County Records required ***

- 3 The Lien of future supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq of the revenue and taxation code of the State of California
- 4 The effect of a map of community facilities district and the notice of special tax authorization and the lien of any taxes or assessments levied by or bonds issued by City of Los Angeles, filed in Book not shown, Page(s) not shown, assessment maps, as disclosed by a document recorded [1/29/2013, as Instrument No. 2013-143515](#), Official Records.
- 5 An Instrument upon the terms and conditions therein

Entitled:	Covenant and Agreement
Executed by:	Leon Beck
Recorded:	12/11/1967, in Book M2727, Page 394, Official Records

Reference is hereby made to the above document for full particulars.
- 6 A covenant and agreement wherein the owners of said land covenant and agree, among other things, that said lands shall be held as one parcel, and that no portion shall be sold separately.

Recorded:	7/17/2002, as Instrument No. 2002-1655825 , Official Records.
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Part II

- 1 A Deed of Trust to secure the indebtedness of
Amount: **\$1,000,000.00**
Trustor: **St. George Affordable Housing Limited Partnership, a California limited partnership**
Trustee: North American Title Company
Beneficiary: The Housing Authority of the County of Los Angeles, a public body corporate and politic
Dated: 10/23/2002
Recorded: **10/25/2002** [as Instrument No. 2002-2535254](#), of Official Records
- 2 An instrument, upon the terms and conditions contained therein
Entitled: Loan Agreement
Dated: 10/23/2002
Executed by and between: The Housing Authority of the County of Los Angeles, a public body corporate and politic and St. George Affordable Housing Limited Partnership, a California limited partnership
Recorded: 10/25/2002, [as Instrument No. 2002-2535255](#), of Official Records
- 3 A Deed of Trust to secure the indebtedness of
Amount: **\$525,000.00**
Trustor: **St. George Affordable Housing Limited Partnership, a California limited partnership**
Trustee: Skid Row Housing Trust, a California corporation
Beneficiary: The City of Los Angeles, a municipal corporation
Dated: 10/22/2002
Recorded: **10/25/2002** [as Instrument No. 2002-2535256](#), of Official Records
- 4 An instrument, upon the terms and conditions contained therein
Entitled: Regulatory Agreement
Dated: 10/22/2002
Executed by and between: The City of Los Angeles, a municipal corporation and St. George Affordable Housing Limited Partnership, a California limited partnership
Recorded: 10/25/2002, [as Instrument No. 2002-2535257](#), of Official Records
- 5 A Deed of Trust to secure the indebtedness of
Amount: **\$400,000.00**
Trustor: **St. George Affordable Housing Limited Partnership, L.P., a California limited partnership**
Trustee: North American Title Company
Beneficiary: Skid Row Housing Trust, a California non-profit corporation
Dated: 7/10/2003
Recorded: **7/10/2003** [as Instrument No. 2003-1968641](#), of Official Records
- 6 An instrument, upon the terms and conditions contained therein
Entitled: Regulatory Agreement
Dated: 7/10/2003
Executed by and between: Los Angeles Homeless Services Authority, a joint powers authority of the City and County of Los Angeles, Skid Row Housing Trust, a California non-profit corporation, and St. George Affordable Housing Limited Partnership, a California limited partnership
Recorded: 7/10/2003, [as Instrument No. 2003-1968642](#), of Official Records
- 7 An instrument, upon the terms and conditions contained therein
Entitled: Collateral Assignment of Deed of Trust
Dated: 7/10/2003
Executed by and between: Los Angeles Homeless Services Authority, a joint powers authority of the City and County of Los Angeles and Skid Row Housing Trust, a California non-profit corporation
Recorded: 7/10/2003, [as Instrument No. 2003-1968643](#), of Official Records

- 8 A Deed of Trust to secure the indebtedness of
Amount: **\$400,000.00**
Trustor: **St. George Affordable Housing Limited Partnership**
Trustee: North American Title Company
Beneficiary: Skid Row Housing Trust
Dated: 7/10/2003
Recorded: **7/10/2003**, [as Instrument No. 2003-1968644](#), of Official Records
- 9 An instrument, upon the terms and conditions contained therein
Entitled: Regulatory Agreement
Dated: 1/12/2005
Executed by and between: California Tax Credit Allocation Committee, established under Section 50199.8 of the Health and Safety Code of the State of California and St. George Affordable Housing Limited Partnership
Recorded: 3/10/2005, [as Instrument No. 2005-553506](#), of Official Records
- 10 An instrument, upon the terms and conditions contained therein
Entitled: Notice of Residential Hotel Status Determination
Recorded: 7/12/2013, [as Instrument No. 2013-1028168](#), Official Records
- 11 An instrument, upon the terms and conditions contained therein
Entitled: Notice of Residential Hotel Status Determination
Recorded: 7/24/2013, [as Instrument No. 2013-1088966](#), Official Records
- 12 An instrument, upon the terms and conditions contained therein
Entitled: Notice of Residential Hotel Status Determination
Recorded: 8/6/2013, [as Instrument No. 2013-1154525](#), Official Records
- 13 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$326.72**
Taxpayer: **Skid Row Housing Trust Lessee**
Year/account no.: 2020/not shown
Recorded: **12/14/2020**, as Instrument No. [2020-1644408](#) , Official Records
- 14 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$158.21**
Taxpayer: **Skid Row Housing Trust Inc Lessee Lessee**
Year/account no.: 2020/not shown
Recorded: **9/14/2021**, as Instrument No. [2021-1401353](#) , Official Records
- 15 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$145.73**
Taxpayer: **Skid Row Housing Trust Inc Lessee Lessee**
Year/account no.: 2020/not shown
Recorded: **9/14/2021**, as Instrument No. [2021-1401354](#) , Official Records
- 16 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$101.62**
Taxpayer: **Skid Row Housing Trust Inc Lessee**
Year/account no.: 2021/not shown
Recorded: **12/9/2021**, as Instrument No. [2021-1829437](#) , Official Records

- 17 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$65.61**
Taxpayer: **The Skid Row Housing Trust Lessee**
Year/account no.: 2021/not shown
Recorded: **12/9/2021**, as Instrument No. [2021-1830332](#) , Official Records
- 18 A lien for unsecured property taxes in favor of the tax collector,
County of Los Angeles
Amount: **\$163.20**
Taxpayer: **The Skid Row Housing Trust Lessee**
Year/account no.: 2022/not shown
Recorded: **12/13/2022**, as Instrument No. [2022-1160470](#) , Official Records
- 19 An Abstract of Judgment
Recorded: **3/17/2023** as Instrument No. [2023-173956](#) , Official Records.
Entered: 3/1/2023
Case no.: 22STCV05125
Court: Superior Court of California, County of Los Angeles
Judicial District: Central Division
Amount: **\$27,880.32** plus interest and costs.
In favor of: First National Bank of Omaha, a National Banking Association
Against: **Skid Row Housing Trust, a corporation**
- Attorney for judgment creditor or mailing address:
Name: The Dunning Law Firm APC
Donald T. Dunning (#144665)
James MacLeod (#249145)
Address: 9619 Chesapeake Dr., Ste 210
San Diego, CA 92123
- 20 An instrument, upon the terms and conditions contained therein
Entitled: Order Granting Ex Parte Application for an Order Appointing Receiver Pursuant to California Health and Safety Code Section 17980.7 Case No. 23STCP01011
Recorded: 4/13/2023, [as Instrument No. 2023-238024](#), Official Records
- An instrument, upon the terms and conditions contained therein
Entitled: Receiver's Certificate No. 1
Recorded: 4/14/2023, [as Instrument No. 2023-241009](#), Official Records
- An instrument, upon the terms and conditions contained therein
Entitled: Order Authorizing Collection of Rents and Increase to Super-Priority Receiver's Certificate Case No. 23STCP01011
Recorded: 5/9/2023, [as Instrument No. 2023-302053](#), Official Records
- An instrument, upon the terms and conditions contained therein
Entitled: Receiver's Certificate No. 2
Recorded: 5/19/2023, [as Instrument No. 2023-329164](#), Official Records
- An instrument, upon the terms and conditions contained therein
Entitled: Receiver's Certificate No. 3
Recorded: 5/23/2023, [as Instrument No. 2023-336213](#), Official Records
- An instrument, upon the terms and conditions contained therein
Entitled: Receiver's Certificate No. 4
Recorded: 6/29/2023, [as Instrument No. 2023-427725](#), Official Records

Release of Receiver's Certificate 11/16/2023, as 11/16/2023, as Instrument No. (s) 793538, 793539 and 795540

Notice of REscission of Receiver's Certificate No. 4, 02/23/2024 as Instrument No. 121431

21 A Deed of Trust to secure the indebtedness of
 Amount: **\$500,000.00**
 Trustor: **California Receivership Group, Inc., a California Benefit Corporation**
 Trustee: Total Lender Solutions, Inc.
 Beneficiary: Community Improvement Capital, LLC
 Dated: 4/11/2023
 Recorded: **4/14/2023** [as Instrument No. 2023-241010](#), of Official Records

An agreement modifying said Deed of Trust was recorded 5/19/2023, [as Instrument No. 2023-329165](#), of Official Records
 Dated: 5/18/2023
 Executed by: California Receivership Group, Inc., a California Benefit Corporation

An agreement modifying said Deed of Trust was recorded 5/23/2023, [as Instrument No. 2023-336214](#), of Official Records
 Dated: 5/20/2023
 Executed by: California Receivership Group, Inc., a California Benefit Corporation

Substitution of Trustee and Full Reconveyance REcorded 11/16/2023 as Instrument No.(s) 793535. 793536 and 793537

22 An instrument, upon the terms and conditions contained therein
 Entitled: Notice of Building(s), Structure(s), or Premises Placed into the Rent Escrow Account Program (REAP)
 Recorded: 4/27/2023, [as Instrument No. 2023-274637](#), Official Records

23 A Deed of Trust to secure the indebtedness of
 Amount: **\$4,348,116.33**
 Trustor: **California Receivership Group, Inc., a California Benefit Corporation**
 Trustee: Total Lender Solutions, Inc.
 Beneficiary: New Hope Receivership Group, LLC
 Dated: 6/28/2023
 Recorded: **6/29/2023** [as Instrument No. 2023-427726](#), of Official Records

Substitution of Trustee and Full Reconveyance 02/21/2024 as Instrument No. 112258

24 A Deed of Trust to secure the indebtedness of
 Amount: **\$10,000,000.00**
 Trustor: **Receiver Kevin Singer, of Empire Brokerage & Real Estate Service, Inc. dba Receivership Specialists acting solely in its capacity as Superior Court Receiver for the below-listed properties pursuant to Court Order in Superior Court of California, County of Los Angeles, Case No. 21STCV03760 (City of Los Angeles, a municipal corporation v. Crest Apartments LP, et al, LASC Case No. 23STCP01011)**
 Trustee: Orange Coast Title Company
 Beneficiary: City of Los Angeles, a municipal corporation
 Dated: 6/30/2023
 Recorded: **7/3/2023** [as Instrument No. 2023-434822](#), of Official Records

25 An Instrument upon the terms and conditions therein
 Entitled: Notice of Building(s), Structure(s), or Premises Classified Either Hazardous, Substandard or a Nuisance Property-Abatement Proceedings
 Executed by: Los Angeles Housing Department
 Code Enforcement Division
 Recorded: 9/14/2023, [as Instrument No. 2023-613584](#), Official Records

- 26 A Deed of Trust to secure the indebtedness of
Amount: **\$2,000,000.00**
Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 10/19/2023
Recorded: **11/15/2023 [790145](#)** of Official Records
- 27 A Deed of Trust to secure the indebtedness of
Amount: **\$10,000,000.00**
Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 11/3/2023
Recorded: **1/2/2024 [3251](#)** of Official Records
- 28 A Deed of Trust to secure the indebtedness of
Amount: **\$4,071,269.70**
Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 1/11/2024
Recorded: **1/19/2024 [44590](#)** of Official Records
- 29 A Deed of Trust to secure the indebtedness of
Amount: **\$10,428,730.30**
Trustor: **Empire Brokerage & Real Estate Services, Inc. dba Receivership Specialists**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 1/24/2024
Recorded: **1/25/2024 [56756](#)** of Official Records

Schedule C

Guarantee No. CA-2820-1584508-150

Paragraph Numbers: 5 Schedule A
Recording Information: 11/20/2003, as Instrument No. [2003-3505158, Official Records](#)
Mailing Address: St. George Affordable Housing Limited Partnership
c/o Skid Row Housing Trust
1317 East Seventh Street
Los Angeles, CA 90021

Paragraph Numbers: 1 Schedule B Part II
Recording Information: 10/25/2002, as Instrument No. [2002-2535254, Official Records](#)
Mailing Address: Housing Authority of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755-7425

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 10/25/2002, as Instrument No. [2002-2535255, Official Records](#)
Mailing Address: Housing Authority of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755-7425

Paragraph Numbers: 3 Schedule B Part II
Recording Information: 10/25/2002, as Instrument No. [2002-2535256, Official Records](#)
Mailing Address: City of Los Angeles
Los Angeles Housing Department
P.O. Box 532729
Los Angeles, CA 90053-2729

Paragraph Numbers: 4 Schedule B Part II
Recording Information: 10/25/2002, as Instrument No. [2002-2535257, Official Records](#)
Mailing Address: City of Los Angeles
Los Angeles Housing Department
P.O. Box 532729
Los Angeles, CA 90053-2729

Paragraph Numbers: 5 Schedule B Part II
Recording Information: 7/10/2003, as Instrument No. [2003-1968641, Official Records](#)
Mailing Address: Skid Row Housing Trust
c/o Los Angeles Homeless Services Authority
South Spring Street, 4th Floor
Los Angeles, CA 90013

Paragraph Numbers: 6 Schedule B Part II
Recording Information: 7/10/2003, as Instrument No. [2003-1968642, Official Records](#)
Mailing Address: Los Angeles Homeless Services Authority
458 South Spring Street, Suite 400
Los Angeles, CA 90013

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 7/10/2003, as Instrument No. [2003-1968643, Official Records](#)
Mailing Address: Los Angeles Homeless Services Authority
458 South Spring St., 4th Floor
Los Angeles, CA 90013

Paragraph Numbers: 8 Schedule B Part II
Recording Information: 7/10/2003, as Instrument No. [2003-1968644, Official Records](#)
Mailing Address: Skid Row Housing Trust
1317 E. 7th Street
Los Angeles, CA 90021

Skid Row Housing Trust
1317 East 7th Street
Los Angeles, CA 90021

Paragraph Numbers: 9 Schedule B Part II
Recording Information: 3/10/2005, as Instrument No. [2005-553506, Official Records](#)
Mailing Address: Tax Credit Allocation Committee
915 Capitol Mall, Room 485
P.O. Box 942809
Sacramento, CA 94209-0001

Tax Credit Allocation Committee
915 Capitol Mall, Room 485
Sacramento, CA 94209-0001

Tax Credit Allocation Committee
P.O. Box 942809
Sacramento, CA 94209-0001

Paragraph Numbers: 10 Schedule B Part II
Recording Information: 7/12/2013, as Instrument No. [2013-1028168, Official Records](#)
Mailing Address: Los Angeles Housing Department
Residential Hotel Section
1200 W. 7th Street, 8th Floor
Los Angeles, CA 90017

Los Angeles Housing Department
Residential Hotel Section
1200 West 7th Street, 8th Floor
Los Angeles, CA 90017

Paragraph Numbers: 11 Schedule B Part II
Recording Information: 7/24/2013, as Instrument No. [2013-1088966, Official Records](#)
Mailing Address: Los Angeles Housing Department
Residential Hotel Section
1200 W. 7th Street, 8th Floor
Los Angeles, CA 90017

Los Angeles Housing Department
Residential Hotel Section
1200 West 7th Street, 8th Floor
Los Angeles, CA 90017

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 8/6/2013, as Instrument No. [2013-1154525, Official Records](#)
Mailing Address: Los Angeles Housing and Community Investment Department
Residential Hotel Section
1200 W. 7th Street, 8th Floor
Los Angeles, CA 90017

Los Angeles Housing and Community Investment Department
1200 West 7th Street, 8th Floor
Los Angeles, CA 90017

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 12/14/2020, as Instrument No. [2020-1644408, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 14 Schedule B Part II
Recording Information: 9/14/2021, as Instrument No. [2021-1401353, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 15 Schedule B Part II
Recording Information: 9/14/2021, as Instrument No. [2021-1401354, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 16 Schedule B Part II
Recording Information: 12/9/2021, as Instrument No. [2021-1829437, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 17 Schedule B Part II
Recording Information: 12/9/2021, as Instrument No. [2021-1830332, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 18 Schedule B Part II
Recording Information: 12/13/2022, as Instrument No. [2022-1160470, Official Records](#)
Mailing Address: Los Angeles County Tax Collector
225 North Hill St., Rm. 122
Los Angeles, California 90012

Paragraph Numbers: 19 Schedule B Part II
Recording Information: 3/17/2023, as Instrument No. [2023-173956, Official Records](#)
Mailing Address: First National Bank of Omaha
c/o The Dunning Law Firm APC
9619 Chesapeake Dr., Ste. 210
San Diego, CA 92123

First National Bank of Omaha
c/o The Dunning Law Firm APC
9619 Chesapeake Drive, Suite 210
San Diego, CA 92123

Paragraph Numbers: 20 Schedule B Part II
Recording Information: 4/13/2023, as Instrument No. [2023-238024, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard #107
Santa Monica, CA 90405

Paragraph Numbers: 20 Schedule B Part II
Recording Information: 4/14/2023, as Instrument No. [2023-241009, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 20 Schedule B Part II
Recording Information: 5/9/2023, as Instrument No. [2023-302053, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 20 Schedule B Part II
Recording Information: 5/19/2023, as Instrument No. [2023-329164, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 20 Schedule B Part II
Recording Information: 5/23/2023, as Instrument No. [2023-336213, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 20 Schedule B Part II
Recording Information: 6/29/2023, as Instrument No. [2023-427725, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 21 Schedule B Part II
Recording Information: 4/14/2023, as Instrument No. [2023-241010, Official Records](#)
Mailing Address: Community Improvement Capital, LLC
c/o Mark S. Adams
3435 Ocean Park Blvd, Suite 107
Santa Monica, CA 90405

Community Improvement Capital, LLC
c/o Mark S. Adams
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 21 Schedule B Part II
Recording Information: 5/19/2023, as Instrument No. [2023-329165, Official Records](#)
Mailing Address: Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd, Suite 107
Santa Monica, CA 90405

Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 21 Schedule B Part II
Recording Information: 5/23/2023, as Instrument No. [2023-336214, Official Records](#)
Mailing Address: Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd, Suite 107
Santa Monica, CA 90405

Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 22 Schedule B Part II
Recording Information: 4/27/2023, as Instrument No. [2023-274637, Official Records](#)
Mailing Address: Los Angeles Housing Department
Rent Escrow Account Program
PO Box 17460
Los Angeles, CA 90017

Paragraph Numbers: 23 Schedule B Part II
Recording Information: 6/29/2023, as Instrument No. [2023-427726, Official Records](#)
Mailing Address: New Home Receivership Group, LLC
c/o Mark S. Adams
3435 Ocean Park Blvd, Suite 107
Santa Monica, CA 90405

New Hope Receivership Group, LLC
c/o Mark S. Adams
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 24 Schedule B Part II
Recording Information: 7/3/2023, as Instrument No. [2023-434822, Official Records](#)
Mailing Address: City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 West Olympic Boulevard, Suite 530
Los Angeles, CA 90064

Paragraph Numbers: 25 Schedule B Part II
Recording Information: 9/14/2023, as Instrument No. [2023-613584, Official Records](#)
Mailing Address: Los Angeles Housing Department
Code Enforcement Division
1200 W. 7th St. Suite 100
Los Angeles, CA 90017

Los Angeles Housing Department
Code Enforcement Division
1200 West 7th Street Suite 100
Los Angeles, CA 90017

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms - The following terms when used in the Guarantee mean:

- (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Exclusions from Coverage of this Guarantee - The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its option as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability - In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance

upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

12. Subrogation Upon Payment or Settlement - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. Arbitration - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

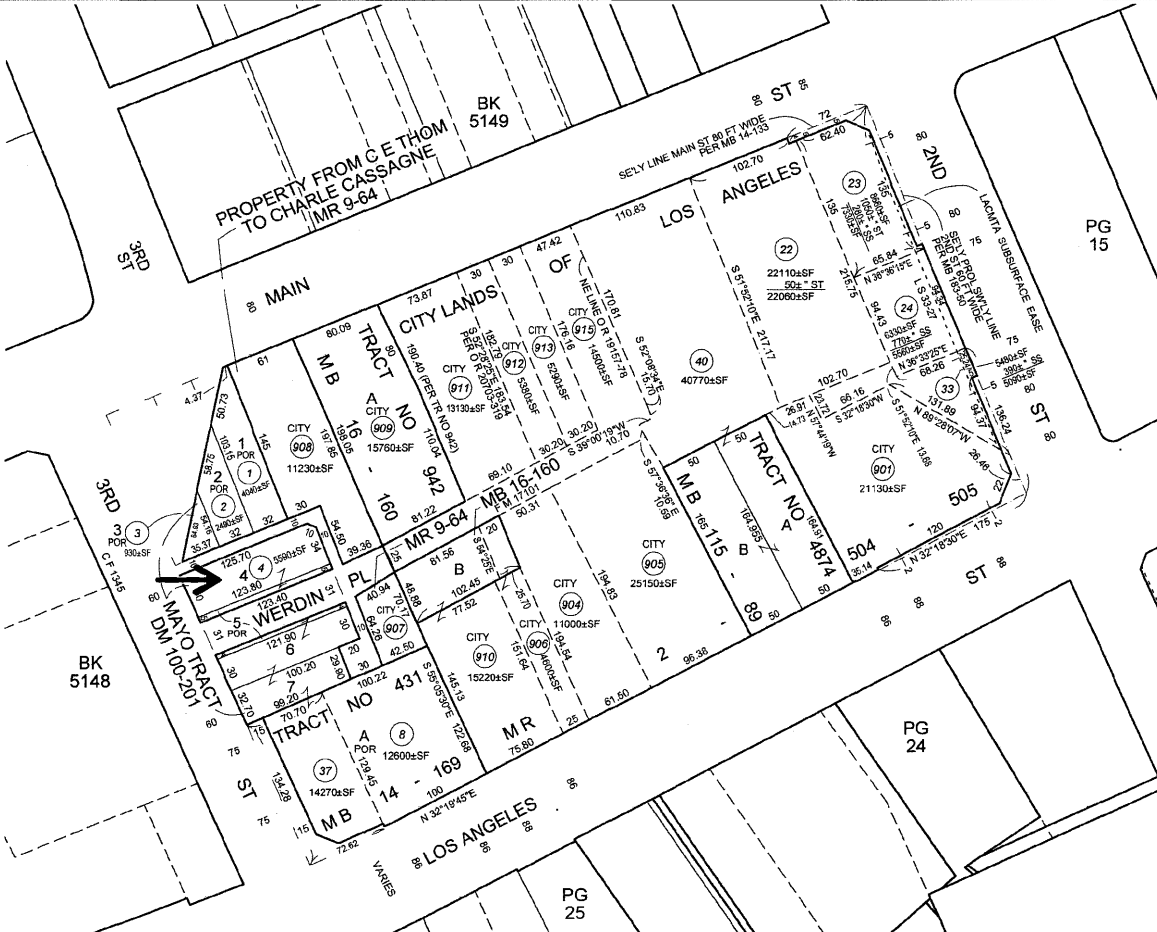
(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston Texas 77252-2029.



MAPPING AND GIS SERVICES
SCALE 1" = 80'



THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

Order: 150-238356-05 Comment: Description: Los Angeles, CA Assessor Map - Book, Page 5161.26 Page 1 of 1 Only

EXHIBIT 19

NOTICE

PLEASE BE ADVISED THAT THE DATA AND INFORMATION FROM THE PUBLIC RECORDS CONTAINED HEREIN WILL NEED TO BE UPDATED PRIOR TO CLOSING AS MANY COUNTY FACILITIES ARE CLOSED OR HAVE LIMITED STAFFING AS A RESULT OF THE CORONAVIRUS PANDEMIC. IF THE INFORMATION FROM THE COUNTY IS NOT AVAILABLE THERE WILL BE ADDITIONAL REQUIREMENTS IN ORDER TO CLOSE AND INSURE THIS TRANSACTION. PLEASE CONTACT YOUR LOCAL TITLE OFFICER FOR DETAILS.

Litigation Guarantee

Order No. 150-2383607-05

Subject to the exclusion from coverage, the limits of Liability and other provisions of the conditions and stipulations hereto annexed and made a part of this guarantee, and subject to the further exclusion and limitations that no guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

Real Advantage Title Insurance Company
A Corporation, herein called the Company,

Guarantees

THE ASSURED NAMED IN SCHEDULE A AGAINST ACTUAL MONETARY LOSS OR DAMAGE NOT EXCEEDING THE LIABILITY AMOUNT STATED IN SCHEDULE A WHICH THE ASSURED SHALL SUSTAIN BY REASON OF ANY INCORRECTNESS IN THE ASSURANCE SET FORTH IN SCHEDULE A.

Real Advantage Title Insurance Company

This endorsement is made a part of the policy and is subject to the terms and provisions thereof and of any prior endorsements thereto, and does not require an original signature.

Litigation Guarantee

Subject to the limitations contained herein, the exclusions form coverage, the limits of liability and other provisions of the Limits of liability and other provisions of the conditions and stipulations here to annexed and made a part of this Guarantee,

Real Advantage Title Insurance Company
a Corporation, herein called the Company

GUARANTEES

This assured named in Schedule A against loss not exceeding the liability amount stated in Schedule A which the assured shall Sustain by reason of any incorrectness in the assurance which the company hereby gives that, according to the public records, as of date of guarantee shown in Schedule A:

1. The title to the herein described state or interest in vested in the vestee named in Schedule A.
2. Except for the matters shown in schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.
3.
 - a) The current interest holders claiming some right, title or interest by reason of the matters shown in part II of Schedule B are as shown therein. The vestee named in Schedule A and parties claiming to have some right, title or interest by reason of the matters shown in part II of Schedule B may be necessary to name defendant in action, the nature of which is referred to in Schedule A.
 - b) The current interest holders claiming some right, title or interest by reason of the matters shown in part I of Schedule B may also be necessary to name defendant in an action, the nature of which is referred to in Schedule A. However, no assurance is given hereby as to those current interest holders.
4. The return address for mailing after recording, if any, as shown on each and every document referred to in part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown in Schedule A are shown in Schedule C.

THE LITIGATION GUARANTEE IS FURNISHED SOLELY FOR THE PURPOSE OF FACILITATING THE FILING OF THE ACTION REFERRED TO IN SCHEDULE A. IT SHALL NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSES.

Schedule A

Guarantee No. CA-2820-1584507-150

Liability: \$25,000.00 Premium: \$336.00

1. Name of assured:

Receivership Specialists

2. Date of Guarantee: 9/22/2023

3. This Litigation guarantee is furnished solely for the purposes of facilitating the Filing of an action to:

Receivership

4. The Estate or interest in the land which is covered by this Guarantee is:

A Fee

5. Title to the Estate or interest in the land is vested in:

St. Marks Fifth Street Partners, a California Limited Partnership, subject to paragraph no(s). 7 of Schedule B.

6. The Land referred to in this Guarantee is described as follows:

Lots 5 and 6 in Block 9 of Wolfskill Orchard Tract, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 30 Page 9 of Miscellaneous Records , in the Office fo the County Recorder of said County.

Parcel No.: 5147-009-004
Also Known as: 611 East 5th Street
Los Angeles CA 90013

Schedule B

Guarantee No. CA-2820-1584507-150

Defects, liens, encumbrances or other matters affecting title:

Part I

- 1 General and Special taxes for the fiscal year 2023-2024, including any assessments collected with current taxes.
- | | |
|-----------------|------------------------------------|
| Total amount | \$2,877.11 |
| 1st installment | \$1,438.56 , open |
| Penalty | \$143.85 (after 12/11/2023) |
| 2nd installment | \$1,438.55 , open |
| Penalty | \$153.85 (after 04/10/2024) |
| Code area | 13259 - City of Los Angeles - 44 |
| Parcel No. | 5147-009-004 |
| Exemption | \$1,386.934 (AO) |
- 2 NOTE: DEFAULTED TAX shown below:
- Delinquent Tax Year(s) and Installment(s): 2022/Both
Total Amount to redeem if paid by:
- | |
|----------------------|
| Oct 2023, \$1,593.80 |
| Nov 2023, \$1,614.09 |
| Dec 2023, \$1,634.37 |
- 3 The Lien of future supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq of the revenue and taxation code of the State of California
- 4 The effect of a map of community facilities district and the notice of special tax authorization and the lien of any taxes or assessments levied by or bonds issued by Boundaries of Downtown Industrial District Business Improvement District/City of Los Angeles, County of LA, California, filed in Book 188, Page(s) 39, assessment maps, as disclosed by a document recorded [05/29/2003 as Instrument No. 2003-1532008](#), Official Records.
- 5 The fact that said land is within the boundaries of the City of Los Angeles Redevelopment Area, as disclosed by an instrument recorded 7/22/1975 as Instrument No. , [1975-3675](#), Official Records.
- And recorded [07/30/1975 as Instrument No. 1975-3868, Official Records](#)
- 6 A covenant and agreement by and between the parties named therein, upon and subject to the terms and conditions therein.
Recorded: 6/30/1977, as Instrument No. [1977-702421](#), Official records.
- Reference is hereby made to the above document for full particulars.
- This covenant and agreement shall run with the land and be binding upon any future owners, encumbrances, their successors, heirs or assigns and shall continue in effect until the county or the authority approves its termination.
- And recorded [08/18/1977 as Instrument No. 1977-917302, Official Records](#)
- 7 An instrument, upon the terms and conditions contained therein
Entitled: Covenant and Agreement Regarding Maintenance of Building and Uses
Recorded: 4/30/1980 as Instrument No. , [1980-438169](#), Official Records
- This covenant and agreement shall run with the land and be binding upon any future owners, encumbrances, their successors, heirs or assigns and shall continue in effect until the county or the authority approves its termination.

- 8 An instrument, upon the terms and conditions contained therein
Entitled: Affidavit to Terminate Covenant and Agreement
Recorded: 4/30/1980 as Instrument No. , [1980-438170](#) , Official Records

This covenant and agreement shall run with the land and be binding upon any future owners, encumbrances, their successors, heirs or assigns and shall continue in effect until the county or the authority approves its termination.

- 9 An instrument, upon the terms and conditions contained therein
Entitled: Covenant and Agreement Regarding Maintenance of Building
Recorded: 11/29/1990 as Instrument No. , [1990-1980970](#) , Official Records

- 10 An instrument, upon the terms and conditions contained therein
Entitled: Covenant and Agreement Regarding Maintenance of Building
Recorded: 1/15/1991 as Instrument No. , [1991-62402](#) , Official Records

This covenant and agreement shall run with the land and be binding upon any future owners, encumbrances, their successors, heirs or assigns and shall continue in effect until the county or the authority approves its termination.

- 11 An instrument, upon the terms and conditions contained therein
Entitled: Easement Agreement
Dated: 06/27/1991
Executed by and between: Crescent Fifth Street Partners, a California Limited Partnership and St. Mark's Fifth Street Partners, a California Limited Partnership
Recorded: 6/28/1991 as Instrument No. , [1991-993934](#) of Official Records

- 12 An instrument, upon the terms and conditions contained therein
Entitled: Easement Agreement
Dated: 06/27/1991
Executed by and between: Crescent Fifth Street Partners, a California Limited Partnership and St. Mark's Fifth Street Partners, a California Limited Partnership
Recorded: 6/28/1991 as Instrument No. , [1991-993946](#) of Official Records

Part II

- 1 A Deed of Trust to secure the indebtedness of
Amount: **\$972,456.00**
Trustor: **Fifth Street Partners, a California General Partnership**
Trustee: Ticor Title Insurance, a California Corporation
Beneficiary: The Community Redevelopment Agency of the City of Los Angeles, California
Dated: 05/10/1990
Recorded: **8/30/1990 as Instrument No. [1990-1499995](#)** of Official Records

An agreement modifying said Deed of Trust was recorded 6/28/1991 as Instrument No. , [1991-993932](#) , of Official Records
Dated: 06/19/1991
Executed by: The Community Redevelopment of the City of Los Angeles, California, a public body, corporate and politic and St. Mark's Fifth Street Partners, a California Limited Partnership

The lien or charge of said Deed of Trust was subordinated to the lien or charge of the Deed of Trust referred to in Paragraph 2 of Schedule B Part II, by an agreement
Recorded: 6/28/1991 as Instrument No. , [1991-993933](#) , Official Records.

- 2 A Deed of Trust to secure the indebtedness of
Amount: **\$1,000,000.00**
Trustor: **St. Mark's Fifth Street Partners, a California Limited Partnership**
Trustee: not shown
Beneficiary: California Department of Housing and Community Development
Dated: 06/28/1991
Recorded: **6/28/1991 as Instrument No. [1991-993930](#)** of Official Records
- The trustee in said Deed of Trust was substituted by an instrument
Recorded: 1/6/1993 as Instrument No. [1993-27939](#), Official Records.
New trustee: Commerce Enterpris Inc., a California Corporation
- An instrument, upon the terms and conditions contained therein
Entitled: Agreement Regarding Priority
Recorded: 4/5/2023 as Instrument No. , [2023-216412](#), Official Records
- 3 An instrument, upon the terms and conditions contained therein
Entitled: Memorandum of Regulatory Agreement
Dated: 06/26/1991
Executed by and between: St. Mark's Fifth Street Partners, a California Limited Partnership and The Department of Housing and Community Development
Recorded: 6/28/1991 as Instrument No. , [1991-993931](#) of Official Records
- 4 A Deed of Trust to secure the indebtedness of
Amount: **\$95,858.00**
Trustor: **St. Mark's Fifth Street Partners, a California Limited Partnership**
Trustee: Master Mortgage Company, a California Corporation
Beneficiary: First Nationwide Bank, a Federal Savings Bank
Dated: 09/26/1991
Recorded: **10/9/1991 as Instrument No. [1991-1597320](#)** of Official Records
- 5 An instrument, upon the terms and conditions contained therein
Entitled: Regulatory Agreement
Dated: 08/24/1992
Executed by and between: Tax Credit Allocation Committee and St. Marks Fifth Street Partners
Recorded: 3/2/1993 as Instrument No. , [1993-391756](#) of Official Records
- 6 An instrument, upon the terms and conditions contained therein
Entitled: Certificate of Substandard Property
Recorded: 10/27/2022 as Instrument No. , [2022-1023531](#), Official Records
- 7 An instrument, upon the terms and conditions contained therein
Entitled: Order Granting Ex Parte Application for an Order Appointing Receiver Pursuant to California Health and Safety Code Section 17980.7 Case No. 23STCP01011
Recorded: 4/13/2023 as Instrument No. , [2023-238024](#), Official Records
- An instrument, upon the terms and conditions contained therein
Entitled: Receiver's Certificate No. 1
Recorded: 4/14/2023 as Instrument No. , [2023-241009](#), Official Records
- An instrument, upon the terms and conditions contained therein
Entitled: Order Authorizing Collection of Rents and Increase to Super-Priority Receiver's Certificate 23STCP01011
Recorded: 5/9/2023 as Instrument No. , [2023-302053](#), Official Records
- An instrument, upon the terms and conditions contained therein
Entitled: Receiver's Certificate No. 2
Recorded: 5/19/2023 as Instrument No. , [2023-329164](#), Official Records

An instrument, upon the terms and conditions contained therein
 Entitled: Receiver's Certificate No. 3
 Recorded: 5/23/2023 as Instrument No. , [2023-336213](#), Official Records

An instrument, upon the terms and conditions contained therein
 Entitled: Order Increasing the Receiver's Certificate 23STCP01011
 Recorded: 6/1/2023 as Instrument No. , [2023-358557](#), Official Records

An instrument, upon the terms and conditions contained therein
 Entitled: Order Authorizing Receiver to Borrow Additional Funds Pursuant to Receiver's Certificate 23STCP01011
 Recorded: 6/29/2023 as Instrument No. , [2023-425483](#), Official Records

An instrument, upon the terms and conditions contained therein
 Entitled: Receiver Certificate No. 4
 Recorded: 6/29/2023 as Instrument No. , [2023-427725](#), Official Records

8 A Deed of Trust to secure the indebtedness of
 Amount: **\$500,000.00**
 Trustor: **California Receivership Group, Inc., a California Benefit Corporation**
 Trustee: Total Lender Solutions, Inc.
 Beneficiary: Community Improvement Capital, LLC
 Dated: 04/11/2023
 Recorded: **4/14/2023 as Instrument No. [2023-241010](#)** of Official Records

An agreement modifying said Deed of Trust was recorded 5/19/2023 as Instrument No. , [2023-329165](#), of Official Records
 Dated: 05/18/2023
 Executed by: California Receivership Group, Inc., a California Benefit Corporation and Total Lender Solutions, Inc. and Community Improvement Capital, LLC

An agreement modifying said Deed of Trust was recorded 5/23/2023 as Instrument No. , [2023-336214](#), of Official Records
 Dated: 05/20/2023
 Executed by: California Receivership Group, Inc., a California Benefit Corporation and Total Lender Solutions and Community Improvement Capital, LLC

9 A claim of mechanic's lien
 Amount: \$14,751.09
 Claimant: United Guard Security
 Recorded: 6/14/2023, as Instrument No. [2023-389272](#), Official Records.

10 A claim of mechanic's lien
 Amount: \$180,000.00
 Claimant: United Guard Security
 Recorded: 6/20/2023, as Instrument No. [2023-401121](#), Official Records.

11 A Deed of Trust to secure the indebtedness of
 Amount: **\$4,348,116.33**
 Trustor: **California Receivership Group, Inc., a California Benefit Corporation**
 Trustee: Total Lender Solutions, Inc.
 Beneficiary: New Hope Receivership Group, LLC
 Dated: 06/28/2023
 Recorded: **6/29/2023 as Instrument No. [2023-427726](#)** of Official Records

- 12 A Deed of Trust to secure the indebtedness of
Amount: **\$10,000,000.00**
Trustor: **Receiver Kevin Singer, of Empire Brokerage & Real Estate Service, Inc. dba Receivership Specialists acting solely in its capacity as Superior Court Receiver for the below-listed properties pursuant to Court Order in Superior Court of California, County of Los Angeles, Case No. 21STCV03760 (City of Los Angeles, a municipal corporation v. Crest Apartments LP, et al, LASC Case No. 23STCP01011)**
Trustee: Orange Coast Title Company
Beneficiary: City of Los Angeles, a municipal corporation
Dated: 06/30/2023
Recorded: **7/3/2023 as Instrument No. [2023-434822](#) of Official Records**
- 13 A claim of mechanic's lien
Amount: \$141,088.90
Claimant: Nextgen Associates, Inc. dba Servicemaster Restoration
Recorded: 7/12/2023, as Instrument No. [2023-457038](#), Official Records.

Schedule C

Guarantee No. CA-2820-1584507-150

Paragraph Numbers: 5 Schedule A
Recording Information: 6/28/1991, as Instrument No. [1991-993929](#) , [Official Records](#)
Mailing Address: St. Marks Fifth Street Partners
315 W. Ninth St. Suite 410
Los Angeles, CA 90015

St. Marks Fifth Street Partners
315 West Ninth Street, Suite 410
Los Angeles, CA 90015

Paragraph Numbers: 1 Schedule B Part II
Recording Information: 8/30/1990, as Instrument No. [1990-1499995](#) , [Official Records](#)
Mailing Address: The Community Redevelopment Agency
of the City of Los Angeles, California
354 South Spring Street, Suite 800
Los Angeles, California 90013
Attn: Rehabilitation Department

Paragraph Numbers: 1 Schedule B Part II
Recording Information: 6/28/1991, as Instrument No. [1991-993932](#) , [Official Records](#)
Mailing Address: The Community Redevelopment Agency
of the City of Los Angeles, California
354 S. Spring Street, Suite 600
Los Angeles, CA 90013

The Community Redevelopment Agency
of the City of Los Angeles, California
354 South Spring Street, Suite 600
Los Angeles, CA 90013

Paragraph Numbers: 1 Schedule B Part II
Recording Information: 6/28/1991, as Instrument No. [1991-993933](#) , [Official Records](#)
Mailing Address: The Community Redevelopment Agency of
The City of Los Angeles, California
354 South Spring Street, Suite 600
Los Angeles, California 90013
Attn: Myla Wasdin, Rehabilitation

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 6/28/1991, as Instrument No. [1991-993930](#) , [Official Records](#)
Mailing Address: Department of Housing and Community Development
P. O. Box 952054, (CHRP-R)
Sacramento, CA 94252-2054

California Department of Housing and Community Development
1800 Third Street
Sacramento, CA 95814

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 1/6/1993, as Instrument No. [1993-27939 , Official Records](#)
Mailing Address: Department of Housing and Community Development
P. O. Box 952054, (CHRP-R)
Sacramento, California 94252-2054

Paragraph Numbers: 2 Schedule B Part II
Recording Information: 4/5/2023, as Instrument No. [2023-216412 , Official Records](#)
Mailing Address: State of California
Department of Housing and Community Development
Division of State Financial Assistance
Compliance Resolution Program
2020 West El Camino Blvd., Ste. 400
Sacramento, CA 95833

State of California
Department of Housing and Community Development
Division of State Financial Assistance
Compliance Resolution Program
2020 West El Camino Boulevard, Suite 400
Sacramento, CA 95833

Paragraph Numbers: 3 Schedule B Part II
Recording Information: 6/28/1991, as Instrument No. [1991-993931 , Official Records](#)
Mailing Address: Department of Housing and Community Development
P. O. Box 952054
Sacramento, California 94252-2054

Paragraph Numbers: 4 Schedule B Part II
Recording Information: 10/9/1991, as Instrument No. [1991-1597320 , Official Records](#)
Mailing Address: First Nationwide Bank
Attn: Loan FED Department
P. O. Box 348450
Sacramento, CA 95834-8450

First Nationwide Bank
700 Market Street
San Francisco, CA 94102

Paragraph Numbers: 5 Schedule B Part II
Recording Information: 3/2/1993, as Instrument No. [1993-391756 , Official Records](#)
Mailing Address: Tax Credit Allocation Committee
915 Capitol Mall, Room 485
Sacramento, CA 95814

Paragraph Numbers: 6 Schedule B Part II
Recording Information: 10/27/2022, as Instrument No. [2022-1023531 , Official Records](#)
Mailing Address: City of Los Angeles
Department of Building and Safety
Non-Ductile Concrete Retrofit Unit
201 N. Figueroa Street, Suite 880
Los Angeles, CA 90012

City of Los Angeles
Department of Building and Safety
Non-Ductile Concrete Retrofit Unit
201 North Figueroa Street, Suite 880
Los Angeles, CA 90012

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 4/13/2023, as Instrument No. [2023-238024](#) , [Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd. #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard #107
Santa Monica, CA 90405

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 4/14/2023, as Instrument No. [2023-241009](#) , [Official Records](#)
Mailing Address: City of Los Angeles
C/O 3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 5/9/2023, as Instrument No. [2023-302053](#) , [Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 5/19/2023, as Instrument No. [2023-329164](#) , [Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 5/23/2023, as Instrument No. [2023-336213](#), [Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 6/1/2023, as Instrument No. [2023-358557](#), [Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 6/29/2023, as Instrument No. [2023-425483](#), [Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard #107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 7 Schedule B Part II
Recording Information: 6/29/2023, as Instrument No. [2023-427725, Official Records](#)
Mailing Address: City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

City of Los Angeles
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 8 Schedule B Part II
Recording Information: 4/14/2023, as Instrument No. [2023-241010, Official Records](#)
Mailing Address: Community Improvement Capital, LLC
c/o Mark S. Adams
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

Community Improvement Capital, LLC
c/o Mark S. Adams
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 8 Schedule B Part II
Recording Information: 5/19/2023, as Instrument No. [2023-329165, Official Records](#)
Mailing Address: Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 8 Schedule B Part II
Recording Information: 5/23/2023, as Instrument No. [2023-336214, Official Records](#)
Mailing Address: Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

Community Improvement Capital, LLC
c/o California Receivership Group, Inc.
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 9 Schedule B Part II
Recording Information: 6/14/2023, as Instrument No. [2023-389272, Official Records](#)
Mailing Address: United Guard Security
Ismael Zita, CEO
879 W. 190th St., Ste 280
Gardena, California 90248

United Guard Security
Ismael Zita, CEO
879 West 190th Street, Suite 280
Gardena, CA 90248

Paragraph Numbers: 10 Schedule B Part II
Recording Information: 6/20/2023, as Instrument No. [2023-401121](#) , [Official Records](#)
Mailing Address: United Guard Security
Ismael Zita, CEO
879 W. 190th St. Ste 280
Gardena, California 90248

United Guard Security
Ismael Zita, CEO
879 West 190th Street, Suite 280
Gardena, CA 90248

Paragraph Numbers: 11 Schedule B Part II
Recording Information: 6/29/2023, as Instrument No. [2023-427726](#) , [Official Records](#)
Mailing Address: New Hope Receivership Group, LLC
c/o Mark S. Adams
3435 Ocean Park Blvd., Suite 107
Santa Monica, CA 90405

New Hope Receivership Group, LLC
c/o Mark S. Adams
3435 Ocean Park Boulevard, Suite 107
Santa Monica, CA 90405

Paragraph Numbers: 12 Schedule B Part II
Recording Information: 7/3/2023, as Instrument No. [2023-434822](#) , [Official Records](#)
Mailing Address: City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., Suite 530
Los Angeles, CA 90064

City of Los Angeles
c/o Kevin Singer, Receiver
Receivership Specialists
11500 West Olympic Boulevard, Suite 530
Los Angeles, CA 90064

Paragraph Numbers: 13 Schedule B Part II
Recording Information: 7/12/2023, as Instrument No. [2023-457038](#) , [Official Records](#)
Mailing Address: Nextgen Associates, Inc. dba
Servicemaster Restoration by EMT
PO Box 1268
Guasti, CA 91743

/mca

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms - The following terms when used in the Guarantee mean:

- (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Exclusions from Coverage of this Guarantee - The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its option as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability - In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance

upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

12. Subrogation Upon Payment or Settlement - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. Arbitration - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

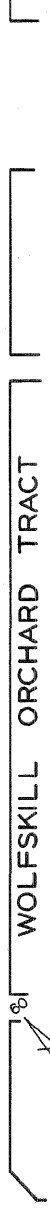
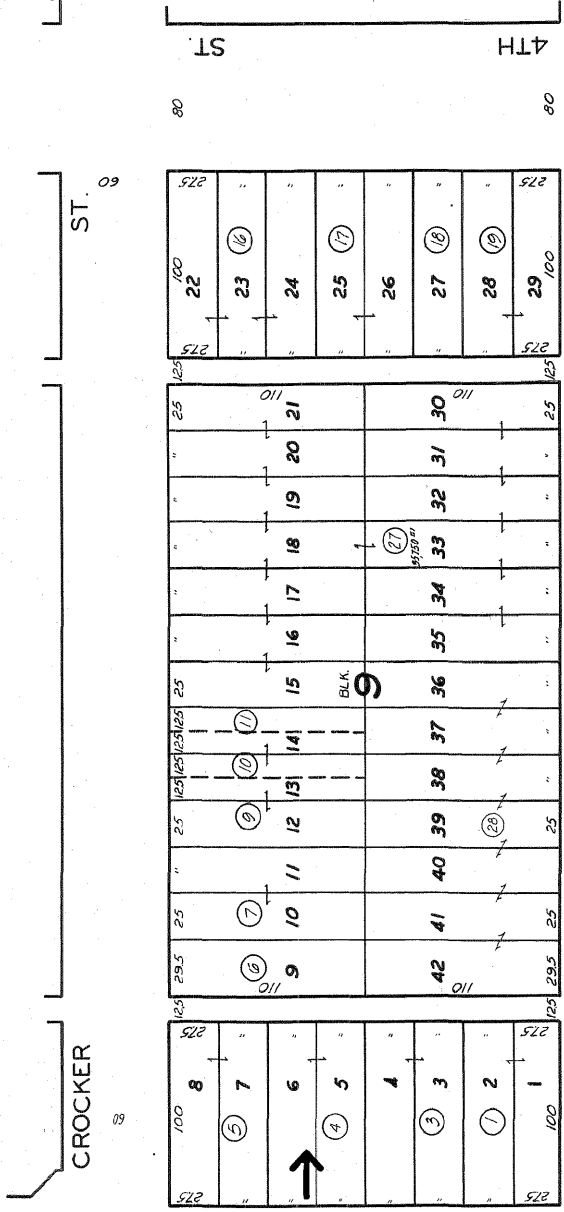
(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston Texas 77252-2029.

REVISED
4-2-82
5/11/84
56/2383607-05
6/10/85

47 9
SCALE 1" = 50'

2008



275	100	22	275
275	100	23	275
275	100	24	275
275	100	25	275
275	100	26	275
275	100	27	275
275	100	28	275
275	100	29	275

110	29.5	9	10	11	12	13	14	15	16	17	18	19	20	21	25
110	29.5	7	8	9	10	11	12	13	14	15	16	17	18	19	20
110	29.5	5	6	7	8	9	10	11	12	13	14	15	16	17	18
110	29.5	3	4	5	6	7	8	9	10	11	12	13	14	15	16
110	29.5	1	2	3	4	5	6	7	8	9	10	11	12	13	14
110	29.5	42	41	40	39	38	37	36	35	34	33	32	31	30	25

275	100	1	275
275	100	2	275
275	100	3	275
275	100	4	275
275	100	5	275
275	100	6	275
275	100	7	275
275	100	8	275

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

CODE 13259

FOR PREV. P.L.M.T. SEE 1096-9

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.