

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 3/25/15

**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

503



FROM: Economic Development Agency/Facilities Management

SUBMITTAL DATE:
 March 26, 2015

SUBJECT: Subordination, Non-Disturbance and Attornment Agreement and Assignment and Assumption of Lease Agreement, Department of Public Social Services, Perris, District 5 [\$0]

RECOMMENDED MOTION: That the Board of Supervisors approve the attached Subordination, Non-Disturbance, and Attornment Agreement and Assignment and Assumption of Lease Agreement and authorize the Chairman of the Board to execute the same on behalf of the County.

BACKGROUND:
Summary

On April 10, 2012, the County of Riverside and Capital Partners Development Company, LLC, entered into a lease agreement for office space located at 201 Redlands Avenue, Perris, for a 50,000 square foot office occupied by the Department of Public Social Services. The property was recently sold to The Alchalel Real Estate Investment Trust and as a condition of sale, the new Lessor and its Lender requested execution of the attached Subordination, Non-Disturbance and Attornment Agreement and Assumption of Lease Agreement by the County.

[Signature]

Robert Field
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: N/A
Budget Adjustment: No
For Fiscal Year: 2014/15

C.E.O. RECOMMENDATION: APPROVE
 BY: *[Signature]*
 Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Benoit and Ashley
 Nays: None
 Absent: Tavaglione
 Date: April 7, 2015
 xc: EDA

Kecia Harper-Ihem
 Clerk of the Board
 By: *[Signature]*
 Deputy

- A-30
- Positions Added
- 4/5 Vote
- Change Order

3-17

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Economic Development Agency/Facilities Management

FORM 11: Subordination, Non-Disturbance and Attornment Agreement and Assignment and Assumption of Lease Agreement, Department of Public Social Services, Perris, District 5 [\$0]

DATE: March 26, 2015

PAGE: 2 of 2

BACKGROUND:

Summary (Continued)

By execution of these agreements, the County agrees to subordinate its leasehold estate to the liens in favor of the Lender which shall have no effect on prospective rights and obligations of the County or the Lender as set forth in the Lease. In addition, in the event the Lender or its successor becomes the Lessor, the County will recognize (attorn) the Lender or its successor as Lessor and the County's right and obligations shall remain the same (not disturbed) as set forth in the Lease for the remainder of the Lease term.

Attachments:

Subordination, Non-Disturbance and Attornment Agreement

Assignment and Assumption of Lease

ASSIGNMENT AND ASSUMPTION OF LEASE

FOR VALUE RECEIVED, on this 6th day of January, 2015, CP Perris DPSS, LLC, a California limited liability company ("Assignor") hereby grants, assigns and transfers to The Alchalel Real Estate Investment Trust ("Assignee"), except as noted below, all its right, title and interest in, to and under that certain Lease County of Riverside dated as of April 10, 2012 by and between Capital Partners Development Company, LLC, a California limited liability company, as Lessor, and The County of Riverside, a political subdivision of the State of California, as Lessee, and all amendments and supplements thereto (collectively, the "Lease") pursuant to which Lessor leases to Lessee and Lessee leases from Lessor those certain premises with an address of 201 N. Redlands Avenue, Perris, California containing approximately 5.31± acres of land together with a single-story concrete and glass building totaling approximately 50,000 square feet constructed upon it (the "Property"). The Alchalel Real Estate Investment Trust hereby accepts said assignment and assumes the duties and obligations of the Lessor under the Lease first arising after the close of escrow of the sale of the Property from Assignor to Assignee ("Close of Escrow") pursuant to the Agreement (defined below). Assignor hereby warrants and represents that Assignor has not assigned, transferred or conveyed any of its interest in the Lease any person or entity.

Assignor hereby agrees to indemnify and hold harmless Assignee from any and all liability, loss, cost, damage or expense (including, without limitation, reasonable attorneys' fees) which Assignee incurs under the Lease, and from any and all claims and demands whatsoever which are asserted against Assignee by reason of any alleged obligation or undertaking or failure to perform or discharge any of the terms, covenants or agreements contained therein, which liability, loss, cost, damage, expense, claim or demand arises from acts, events or omissions occurring before the Close of Escrow pursuant to the Agreement.

EXCEPTION TO THIS ASSIGNMENT

Section 5.3 of the Lease and Section 9 of Exhibit B to the Lease define the provisions by which Leasehold Improvement Funds were to be made by the Lessor and reimbursed to the Lessor by the Lessee. It is hereby affirmed by Assignor that the Lessee has reimbursed CP Perris DPSS, LLC the first two amounts as described in Sections 9.1(a) and (b). Assignor, Assignee and Lessee agree that the final reimbursement payment as outlined in Section 9.1(c) is expressly not a part of this Assignment and Assumption of Lease and shall remain the right, title and interest of the Assignor. Payment by Lessee thereunder shall be made directly to the Assignor and Assignee hereby affirms it has no right to, claim to or interest in said reimbursement amount as per the terms of that certain STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE on October 13, 2014 (the "Agreement") regarding the sale of certain real property located in Riverside County, California, as amended on November 21, 2014.

LESSEE'S ATTORNMENT

Lessee recognizes that Assignee will become the owner of the Property and that certain ground lease between R.B. Johnson Investments, LLC, as Ground Lessor, and Assignor, as Ground Lessee, dated as of December 10, 2012 the ("Ground Lease") is contemplated to be terminated prior to the deed vesting ownership of the Property in Assignee. Lessee agrees that the Lease shall remain in full force and effect notwithstanding the termination of the Ground Lease and by executing its consent below, Lessee agrees to and shall hereby attorn to Assignee as Lessee's lessor under the Lease and specifically waives any right, if any, to terminate the Lease as a result of the termination of the Ground Lease. If because of a "merger of estates" or as a result of any other reason, it is alleged that the foregoing attornment provisions are inadequate or unenforceable for any reason, there shall be no termination of the Lease but the Lease shall remain in full force and effect.

Lessee's agreement to attorn to Assignee shall be effective without the execution of any further documents by Lessee; provided, however, that, upon the written request of Assignee, any successor of Assignee or any lender, Lessee shall execute such further writings as may be reasonably required to separately document the attornment provided for herein including, without limitation, a new lease on the same terms as the Lease if such is determined by Assignee to be reasonably necessary to confirm the continued existence of the Lease.

APR 07 2015 3/7

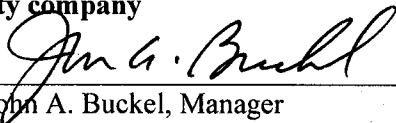
Lessee's agreement shall be binding upon and shall inure to the benefit of the parties and their heirs, administrators, representatives, successors, and assigns.

GENERAL PROVISIONS

The provisions of this instrument shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment may be executed in counterparts which taken together shall constitute one and the same instrument. Nothing contained herein shall be deemed or construed as relieving the Assignor or Assignee of their respective duties and obligations under the Agreement. This Assignment shall be construed according to the laws of the State of California, without regard to the conflict of laws provisions of such laws. This Assignment cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Assignment) executed by the party against whom enforcement of the modification or waiver is sought. In the event of any action or proceeding to enforce or interpret this Assignment or otherwise arising out of the transaction which is the subject of this Assignment, the prevailing party shall be entitled to recover, in addition to all other remedies and relief, reasonable attorneys' fees and legal expenses and costs.

ASSIGNOR:

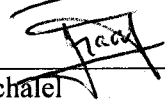
CP PERRIS DPSS, LLC, a California limited liability company

By: 
John A. Buckel, Manager

Dated: March 10, 2015

ASSIGNEE:

THE ALCHALEL REAL ESTATE INVESTMENT TRUST

By: 
Isaac Alchalel

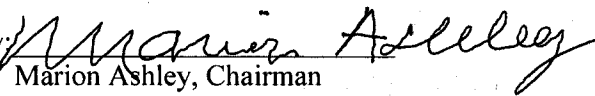
Its: MANAGING MEMBER

Dated: 3/11/15, 2015

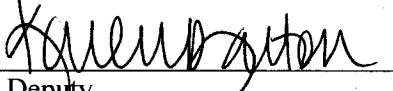
CONSENT TO ASSIGNMENT

The County of Riverside, a political subdivision of the State of California, as Lessee under the above described Lease, consents to the foregoing Assignment and Exception and agrees to be bound to the Lessee's Attornment provisions above.

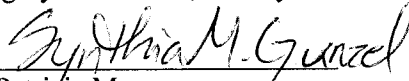
COUNTY OF RIVERSIDE
a political subdivision of the State of California

By: 
Marion Ashley, Chairman
Board of Supervisors

Attest:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

Approved As To Form:
Gregory P. Priamos, County Counsel

By: 
Patricia Munroe
Deputy County Counsel

SYNTHIA M. GUNZEL

RECORDED AT REQUEST OF AND WHEN
RECORDED RETURN TO:

East West Bank
Loan Servicing Department
9300 Flair Drive, 6th Floor
El Monte, CA 91731

Attention: _____

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

This Subordination, Non-disturbance, and Attornment Agreement ("Agreement") is made as of December 19, 2014 between East West Bank (Lender), a California corporation, having its principal place of business at 18645 E. Gale Avenue, Suite 100, Industry, and the County of Riverside (County), by its authorized representative the Assistant County Executive Officer/EDA having its address for notification at 3403 Tenth Street, Suite 400, Riverside, California, 92501.

Recitals:

A. Lender has agreed to make a loan to The Alchalel Real Estate Investment Trust, (Lessor), to be secured by a deed of trust, dated December 19, 2014, and recorded on January 15, 2015, as Instrument No. 2015-0019495, in the Official Records of Riverside County, California (together with all amendments, increases, renewals, modifications, consolidations, replacements, substitutions, and extensions, either current or future, referred to hereafter as the "Mortgage") encumbering Lessor's ownership interest in real property located in 201 Redlands Avenue, Perris, State of California. The legal description of the encumbered real property (the "Mortgage Premises") is set forth in Exhibit A, attached to this Agreement. The Mortgage, together with the promissory note or notes, the loan agreement(s), and other documents executed in connection with it are hereafter collectively referred to as the "Loan Documents".

B. On April 10, 2012, County and Lessor entered into a lease for the Mortgage Premises (the Lease). The Lease creates a leasehold estate in favor of County for space (the "Premises") located on the Mortgage Premises.

C. In connection with execution of the Mortgage, Lessor also executed and delivered to Lender an Assignment of Rents dated December 19, 2014, and recorded on January 15, 2015, as Instrument No 2015-0019496, in the Official Records of the County Recorder of Riverside, California concerning all rents, issues and profits from the Mortgage Premises. This document, together with all amendments, renewals, modifications consolidations, replacements, substitutions and extensions, is hereafter referred to as the "Assignment of Rents."

To confirm their understanding concerning the legal effect of the Mortgage and the Lease, in consideration of the mutual covenants and agreements contained in this Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and County, intending to be legally bound, agree and covenant as follows:

1. **Representations and Warranties.** County warrants and represents that the Lease is in full force and effect and that, as of the date of this Agreement and to the best of County's knowledge, there is no default under the Lease by Lessor or County.

2. **County Subordination.**

2.1. Subject to the provisions of Section 3, the Loan Documents shall constitute a lien or charge on the Mortgage Premises that is prior and superior to the Lease, to the leasehold estate created by it, and to all rights and privileges of County under it; by this Agreement, the Lease, the leasehold estate created by it, together with all rights and privileges of County under it, is subordinated, at all times, to the lien or charge of the Loan Documents in favor of Lender.

2.2. By executing this Agreement, County subordinates the Lease and County's interest under it to the lien right and security title, and terms of the Loan Documents, and to all advances or payments made, or to be made, under any Loan Document.

3. **Non-disturbance.**

3.1. Lender consents to the Lease.

3.2. Despite County's subordination under Section 2, County's peaceful and quiet possession of the Premises shall not be disturbed and County's rights and privileges under the Lease, including, its right to extend the term of the Lease, its right of first refusal to lease the property after expiration of the original term and any extensions thereof, shall not be diminished by Lender's exercise of its rights or remedies under the Loan Documents.

3.3. If (a) Lender shall acquire title to, and possession of, the Premises on foreclosure in an action in which Lender shall have been required to name County as a party defendant, and (b) County is not in default under the Lease beyond any applicable cure or grace periods, has not canceled or terminated the Lease, nor surrendered, vacated or abandoned the Premises and remains in actual possession of the Premises at the time Lender shall so acquire title to, and possession of, the Premises, Lender and County shall enter into a new lease on the same terms and conditions as were contained in the Lease, except that:

(a) The obligations and liabilities of Lender under a new lease shall be subject to the terms and conditions of this Agreement (including the provisions of Sections 5-7);

(b) Lender shall have no obligations or liabilities to County under any such new lease beyond those of Lessor as were contained in the Lease; and

(c) The expiration date of any new lease shall coincide with the original expiration date of the Lease.

3.4. County shall not be named or joined in any foreclosure, trustee's sale, or other proceeding to enforce the Loan Documents unless such joinder shall be legally required to perfect the foreclosure, trustee's sale, or other proceeding.

4. **Attornment.**

4.1. If Lender shall succeed to Lessor's interest in the Mortgage Premises by foreclosure of the Mortgage, by deed in lieu of foreclosure, or in any other manner, County shall be bound to Lender under all the terms, covenants and conditions of the Lease for the balance of its term thereof with the same force and effect as if Lender were the Lessor under the Lease. County shall be deemed to have full and complete attornment to, and to have established direct privity between County and:

- (a) Lender when in possession of the Mortgage Premises;
- (b) a receiver appointed in any action or proceeding to foreclose the Mortgage;
- (c) any party acquiring title to the Mortgage Premises; or
- (d) any successor to Lessor.

4.2. County's attornment is self-operating, and it shall continue to be effective without execution of any further instrument by any of the parties to this Agreement or the Lease immediately upon Lender succeeding to Lessor's interest in the Lease and giving written notice thereof to Lessee, which Lender agrees to give County. The terms of the Lease are incorporated into this Agreement by reference.

4.3. If the interests of Lessor under the Lease are transferred by foreclosure of the Mortgage, deed in lieu of foreclosure, or otherwise, to a party other than Lender (Transferee), in consideration of, and as condition precedent to, County's agreement to attorn to any such Transferee, Transferee shall be deemed to have assumed all terms, covenants, and conditions of the Lease to be observed or performed by Lessor from the date on which the Transferee succeeds to Lessor's interests under the Lease.

5. **Lender as Lessor.** If Lender shall succeed to the interest of Lessor under the Lease, Lender shall be bound to County under all the terms, covenants and conditions of the Lease, and County shall, from the date of Lender's succession to the Lessor's interest under the Lease, have the same remedies against Lender for breach of the Lease that County would have had under the Lease against Lessor; provided, however, that despite anything to the contrary in this Agreement or the Lease, Lender, as successor to the Lessor's interest, shall:

- (a) be liable for any act or omission of the Lessor; provided that the Lender may elect either to perform the pre-existing obligation or to permit the County to perform it and to recover the cost out of Rent;
- (b) not be subject to any offsets or defenses expressly permitted under the Lease, including abatement rights which County might have had against Lessor;
- (c) not be bound by any rent or additional rent that County might have paid for more than one month in advance to Lessor; or
- (d) be bound by an amendment or modification of the Lease even though made without Lender's written consent and whether or not the amendment or modification materially adversely affect any right of Lessor under the Lease.

(e) be subject to the County's right to assert continuing claims, such as material interference with the County's use and enjoyment of the premises, against the Lender.

(f) upon any further transfer of Lessor's interest by Lender, be relieved of all obligations under the lease as Lessor and such obligations shall terminate as to Lender.

6. **Right To Cure.** County agrees that, before County exercises any of its rights or remedies under the Lease, Lender shall have the right, but not the obligation, to cure the default within the same time given Lessor in the lease to cure the default, plus an additional thirty (30) days or ten (10) days in the case of defaults in the payment of money from Lessor to County. County agrees that the cure period shall be extended by the time necessary for Lender to commence foreclosure proceedings and to obtain possession of the Mortgage Premises, provided that:

(a) Lender shall notify County of Lender's intent to effect its remedy;

(b) Lender initiates immediate steps to foreclose on or to recover possession of the Mortgage Premises;

(c) Lender initiates immediate legal proceedings to appoint a receiver for the Mortgage Premises or to foreclose on or recover possession of the Mortgage Premises within the thirty (30) day period; and

(d) Lender prosecutes such proceedings and remedies with due diligence and continuity to completion.

7. **Assignment of Rents.** If Lessor defaults in its performance of the terms of the Loan Documents, County agrees to recognize the Assignment of Rents made by Lessor to Lender and shall pay to Lender, as assignee, from the time Lender gives County notice that Lessor is in default under the terms of the Loan Documents, the rents under the Lease, but only those rents that are due or that become due under the terms of the Lease after notice by Lender. Payments of rents to Lender by County under the assignment of rents and Lessor's default shall continue until the first of the following occurs:

(a) No further rent is due or payable under the Lease;

(b) Lender gives County notice that the Lessor's default under the Loan Documents has been cured and instructs County that the rents shall thereafter be payable to Lessor;

(c) The lien of the Mortgage has been foreclosed and the purchaser at the foreclosure sale (whether Lender or a Transferee) gives County notice of the foreclosure sale. On giving notice, the purchaser shall succeed to Lessor's interests under the Lease, after which time the rents and other benefits due Lessor under the Lease shall be payable to the purchaser as the owner of the Mortgage Premises.

8. **County's Reliance.** When complying with the provisions of Section 7, County shall be entitled to rely on the notices given by Lender under Section 7, and Lessor agrees to release, relieve, and protect County from and against any and all loss, claim, damage, or liability (including reasonable attorney's fees) arising out of County's compliance with such notice.

County shall be entitled to full credit under the Lease for any rents paid to Lender in accordance with Section 7 to the same extent as if such rents were paid directly to Lessor. Any dispute between Lender (or Lender's Transferee) and Lessor as to the existence of a default by Lessor under the terms of the Mortgage, the extent or nature of such default, or Lender's right to foreclosure of the Mortgage, shall be dealt with and adjusted solely between Lender (or Transferee) and Lessor, and County shall not be made a party to any such dispute (unless required by law).

9. **Lender's Status.** Nothing in this Agreement shall be construed to be an agreement by Lender to perform any covenant of the Lessor under the Lease unless and until it obtains title to the Mortgage Premises by power of sale, judicial foreclosure, or deed in lieu of foreclosure, or obtains possession of the Mortgage Premises under the terms of the Loan Documents.

10. **Cancellation of Lease.** County agrees that it will not cancel, terminate, or surrender the Lease, except at the normal expiration of the Lease term or as provided in the Lease.

11. **Special Covenants.** Despite anything in this Agreement or the Lease to the contrary, if Lender acquires title to the Mortgage Premises, County agrees that: Lender shall have the right at any time in connection with the sale or other transfer of the Mortgage Premises to assign the Lease or Lender's rights under it to any person or entity, and that Lender, its officers, directors, shareholders, agents, and employees shall be released from any further liability under the Lease arising after the date of such transfer, provided that the assignee of Lender's interest assumes Lender's obligations under the Lease, in writing, from the date of such transfer.

12. **Transferee's Liability (Non Recourse).** If a Transferee acquires title to the Mortgage Premises:

(a) County's recourse against Transferee for default under the Lease shall be limited to the Mortgage Premises or any sale, insurance, or condemnation proceeds from the Mortgage Premises;

(b) County shall look exclusively to Transferee's interests described in (a) above for the payment and discharge of any obligations imposed on Transferee under this Agreement or the Lease ; and

(i) Transferee, its officers, directors, shareholders, agents, and employees are released and relieved of any personal liability under the Lease;

(ii) County shall look solely to the interests of Transferee set forth in (a) above, and

(iii) County shall not collect or attempt to collect any judgment out of any other assets, or from any general or limited partners or shareholders of Transferee.

13. **Transferee's Performance Obligations.** Subject to the limitations provided in Sections 11 and 12, if a Transferee acquires title to the Mortgage Premises, the Transferee shall perform and recognize all County improvement allowance provisions, all rent-free and rent rebate provisions, and all options and rights of offer, in addition to Lessor's other obligations under the Lease.

14. **Notice.** All notices required by this Agreement shall be given in writing and shall be deemed to have been duly given for all purposes when:

(a) deposited in the United States mail (by registered or certified mail, return receipt requested, postage prepaid); or

(b) deposited with a nationally recognized overnight delivery service such as Federal Express or Airborne.

Each notice must be directed to the party to receive it at its address stated below or at such other address as may be substituted by notice given as provided in this section.

The addresses are:

Lender: East West Bank
Loan Servicing Department
9300 Flair Drive, 6th Floor
El Monte, CA 91731
Attention: Jane Mok

County: Economic Development Agency
3403 Tenth Street, Suite 400
Riverside, CA 92501
Attention: Deputy Director of Real Estate

Copies of notices sent to the parties' attorneys or other parties are courtesy copies, and failure to provide such copies shall not affect the effectiveness of a notice given hereunder.

15. **Miscellaneous Provisions.**

15.1. This Agreement may not be modified orally; it may be modified only by an agreement in writing signed by the parties or their successors-in-interest. This Agreement shall inure to the benefit of and bind the parties and their successors and assignees.

15.2. The captions contained in this Agreement are for convenience only and in no way limit or alter the terms and conditions of the Agreement.

15.3. This Agreement has been executed under and shall be construed, governed, and enforced, in accordance with the laws of the State of California except to the extent that California law is preempted by the U.S. federal law. The invalidity or unenforceability of one or more provisions of this Agreement does not affect the validity or enforceability of any other provisions.

15.4. This Agreement has been executed in duplicate. Lender and County agree that one (1) copy of the Agreement will be recorded.

15.5. This Agreement shall be the entire and only agreement concerning subordination of the Lease and the leasehold estate created by it, together with all rights and privileges of County under it, to the lien or charge of the Loan Documents and shall supersede and cancel, to the extent that it would affect priority between the Lease and the Loan

Documents, any previous subordination agreements, including provisions, if any, contained in the Lease that provide for the subordination of the Lease and the leasehold estate created by it to a deed of trust or mortgage. This Agreement supersedes any inconsistent provision of the Lease.

15.6. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which copies, taken together, shall constitute but one and the same instrument. Signature and acknowledgment pages may be detached from the copies and attached to a single copy of this Agreement to physically form one original document, which may be recorded without an attached copy of the Lease.

15.7 If any legal action or proceeding is commenced to interpret or enforce the terms of this Agreement or obligations arising out of it, or to recover damages for the breach of the Agreement, the party prevailing in such action or proceeding shall be entitled to recover from the non-prevailing party or parties all reasonable attorneys' fees, costs, and expenses it has incurred.

15.8. Word Usage. Unless the context clearly requires otherwise, (a) the plural and singular numbers will each be deemed to include the other; (b) the masculine, feminine, and neuter genders will each be deemed to include the others; (c) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (d) "may" is permissive; (e) "or" is not exclusive; and (f) "includes" and "including" are not limiting.

Executed on the date first above written.

County of Riverside:

Lender:

East West Bank,
a California corporation

By: Marion Ashley
Marion Ashley, Chairman
Board of Supervisors

By: [Signature]
Its: Senior Vice President &
Relationship Manager

Attest:
Kecia Harper-Ihem
Clerk of the Board

Accepted and Agreed To:

By: [Signature]
Deputy

Lessor:
CP Perris DPSS, LLC
a limited liability company

By: [Signature]
Its: Manager

Approved As To Form:
Gregory P. Priamos, County Counsel

By: Synthia M. Gunzel
Patricia Munroe
Deputy County Counsel

SYNTHIA M. GUNZEL

[Exhibit A: Legal description of Mortgage Premises]

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

THAT PORTION OF PARCEL 3 OF PARCEL MAP NO. 9233, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP ON FILE IN BOOK 36, PAGE 82, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 3;

THENCE SOUTH 89° 33' 00" WEST, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL 3 (BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION), A DISTANCE OF 92.00 FEET;

THENCE NORTH 00° 29' 49" WEST, PARALLEL WITH THE EASTERLY BOUNDARY LINE OF SAID PARCEL 3, A DISTANCE OF 104.00 FEET;

THENCE NORTH 89° 33' 00" EAST, PARALLEL WITH THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL 3, A DISTANCE OF 92.00 FEET, TO A POINT IN THE EASTERLY BOUNDARY LINE OF SAID PARCEL 3;

THENCE SOUTH 00° 29' 49" EAST, ALONG SAID EASTERLY BOUNDARY LINE OF PARCEL 3, A DISTANCE OF 104.00 FEET, TO THE SOUTHEAST CORNER OF SAID PARCEL 3.

PARCEL B:

PARCEL 1 OF PARCEL MAP NO. 22470, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 151, PAGES 67 AND 68, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 311-210-034-3