

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



**ITEM  
3.28  
(ID # 3760)**

**MEETING DATE:**

Tuesday, April 11, 2017

**FROM :** ECONOMIC DEVELOPMENT AGENCY (EDA):

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA): Subordination, Non-Disturbance  
And Attornment Agreement, RUHS, Department of Public Health, Riverside,  
District 1 [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the attached Subordination, Non-Disturbance, and Attornment Agreement and authorize the Chairman of the board to execute the same on behalf of the County.

**ACTION:** Policy

Robert Field, Assistant County Executive Officer/EDA 3/15/2017

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

**Ayes:** Jeffries, Tavaglione, Washington and Ashley  
**Nays:** None  
**Absent:** None  
**Date:** April 11, 2017  
**xc:** EDA

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 2016/17</b>	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Falcon Business Park, LLC, and the County of Riverside (County) entered into a lease agreement on July 29, 2008 for 48,442 square feet of combined warehouse and office space located at 14539 Innovation Drive, Riverside, for use by the Department of Public Health. Lessor has requested a loan to be secured by the deed of trust, and Lender has requested execution of the attached Subordination, Non-Disturbance and Attornment Agreement by the County.

**Impact on Residents and Businesses**

This Subordination, Non-Disturbance and Attornment Agreement has no impact on citizens and businesses.

**Contract History and Price Reasonableness**

The Subordination, Non-Disturbance and Attornment Agreement supports the original lease and does not require modification of the financial terms of the contract.

**Attachments:**

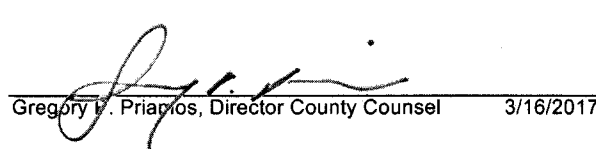
Subordination, Non-Disturbance and Attornment Agreement  
Aerial Map

RF:JWW:VC:VY:CC:ra RV376 18.673 13517  
Minute Traq # 3760

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

  
Rahini Dasika, Principal Management Analyst

4/3/2017

  
Gregory L. Priamos, Director County Counsel

3/16/2017

K

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE INSURANCE CO.  
NATIONAL COMMERCIAL SERVICES

NCS - 825846-5A1

Recording Requested By:

DOC # 2017-0255877

06/26/2017 12:06 PM Fees: \$85.00

Page 1 of 16

Recorded in Official Records

County of Riverside

Peter Aldana

Assessor-County Clerk-Recorder

When Recorded Mail To:

\*\*This document was electronically submitted  
to the County of Riverside for recording\*\*  
Received by: CAROL #914

FIRST BANK

4301 MacArthur Boulevard, 2nd FL

Newport Beach, California 92660

Attn: Debra Carpenter

Loan No: 406161280016

ORIGINAL

**SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT**

This Subordination, Non-disturbance, and Attornment Agreement ("Agreement") is made as of December 27, 2016 between **FIRST BANK** (Lender), a Missouri state chartered bank, having its principal place of business at 4301 MacArthur Boulevard, 2<sup>nd</sup> Floor, Newport Beach, CA 92260 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:**

~~LEASES ARE UNRECORDED~~

A. Lender has agreed to make a loan to **Falcon BP II, LLC**, a California limited liability company (Lessor), to be secured by a deed of trust, dated December 23, 2016, and recorded on January 6, 2017, as Instrument No. 2017-0007739, 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 Riverside, Riverside County, 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 July 29, 2008, 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 Leases, Rents and Profits dated December 23, 2016, and recorded on January 6, 2017, as Instrument No. 2017-0007740, 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

THIS DOCUMENT WAS SIGNED IN COUNTERPART  
AND IS TO BE CONSIDERED AS  
ONE RECORDABLE DOCUMENT.

EXHIBIT H

4/11/17 3.29

AB  
Recording Requested By:

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When Recorded Mail To:

FIRST BANK  
4301 MacArthur Boulevard, 2nd FL  
Newport Beach, California 92660  
Attn: Debra Carpenter  
Loan No: 406161280016

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B. On July 29, 2008, 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 Leases, Rents and Profits dated December 23, 2016, and recorded on January 6, 2017, as Instrument No. 2017-0007740, 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

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: First Bank  
4301 MacArthur Blvd., 2<sup>nd</sup> Floor  
Newport Beach, CA 92660  
Attention: Real Estate Group

Copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

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

Copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

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,

CLEAR COPY

at Riverside County Clerk's Office, 200 N. 1st St., 19th Fl.

Post Office Box 1147, Riverside, CA 92504-1147

Thank you.

Recording Requested By:

When Recorded Mail To:

FIRST BANK  
4301 MacArthur Boulevard, 2nd FL  
Newport Beach, California 92660  
Attn: Debra Carpenter  
Loan No: 406161280016

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**Recitals:**

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B. On July 29, 2008, 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 Leases, Rents and Profits dated \_\_\_\_\_, \_\_\_\_\_, and recorded on \_\_\_\_\_, \_\_\_\_\_, as Instrument No. \_\_\_\_\_, 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, provided that County is not in default under this Lease.

3.3. If (a) Lender shall acquire title to, and possession of, the Premises on foreclosure, and (b) County is not in default under the Lease beyond any applicable cure or grace periods, has not 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 or any successor or other party 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 or any successor or other party 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 or any successor or other party under all the terms, covenants and conditions of the Lease for the balance of its term with the same force and effect as if Lender or any successor or other party 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. Lender agrees to give County written notice if Lender has succeeded to the interest of the Lessor under the Lease. 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 or its subsidiary (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 not be:

- (a) liable for any act or omission of the Lessor;
- (b) subject to any offsets or defenses expressly permitted under the Lease against the prior Lessor, including abatement rights which County might have had against prior Lessor;
- (c) bound by any rent or additional rent that County might have paid for more than one month in advance to Lessor; or
- (d) bound by an amendment or modification of the Lease.

(e) 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.

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 after written notice has been sent to Lender of such 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, and then for only such period that lender holds title to the Mortgaged Premises.

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

(a) County's recourse against Lender or 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 Lender or Transferee's interests described in (a) above for the payment and discharge of any obligations imposed on Lender or Transferee under this Agreement or the Lease; and

(i) Lender or 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 Lender or 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 Lender or 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.

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The addresses are:

Lender: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Copy to: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

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

Copy to: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

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.

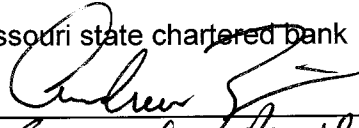
15.7. If any legal action or proceeding is commenced to interpret or enforce the terms of this Agreement or obligations arising out of it, or to recover damages for the breach of the Agreement, the party prevailing in such action or proceeding shall be entitled to recover from the non-prevailing party 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.

**Lender:**  
First Bank,

a Missouri state chartered bank

By:   
Its: Senior Vice President

**COUNTY OF RIVERSIDE:**

By: \_\_\_\_\_  
John J. Benoit  
Chairman, Board of Supervisors

**ATTEST:**  
Kecia Harper-Ihem  
Clerk to the Board

By: \_\_\_\_\_

**APPROVED AS TO FORM:**  
Gregory P. Priamos, County Counsel

By: \_\_\_\_\_

Deputy County Counsel

Accepted and Agreed To:

**Lessor:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Executed on the date first above written.

Lender:

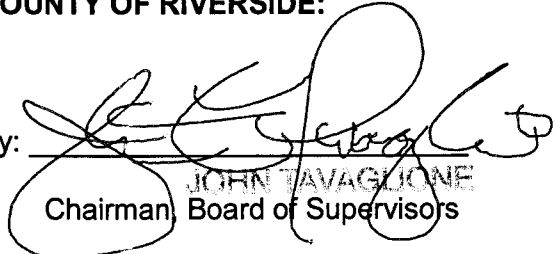
First Bank

a Missouri State Chartered Bank

By: \_\_\_\_\_

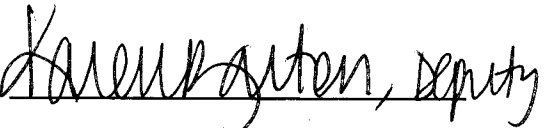
Its: \_\_\_\_\_

COUNTY OF RIVERSIDE:

By:   
JOHN TAVAGLIONE  
Chairman, Board of Supervisors

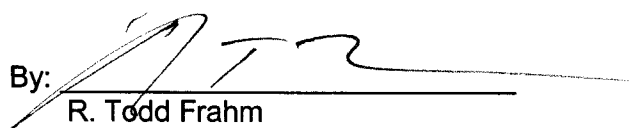
ATTEST:

Kecia Harper-Ihem  
Clerk to the Board

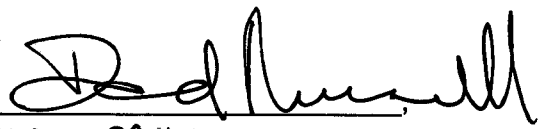
By:   
Karen Prater, deputy

APPROVED AS TO FORM:

Gregory P. Priamos, County Counsel

By:   
R. Todd Frahm  
Deputy County Counsel

Accepted and Agreed To:

Lessor:   
Donald E. Russell

FALCON BP II LLC

By: DONALD E. RUSSELL  
Its: MANAGING MEMBER

CC:jb/022317/RV376/18.670

**EXHIBIT "A"**

**Legal Description of the Covered Property**

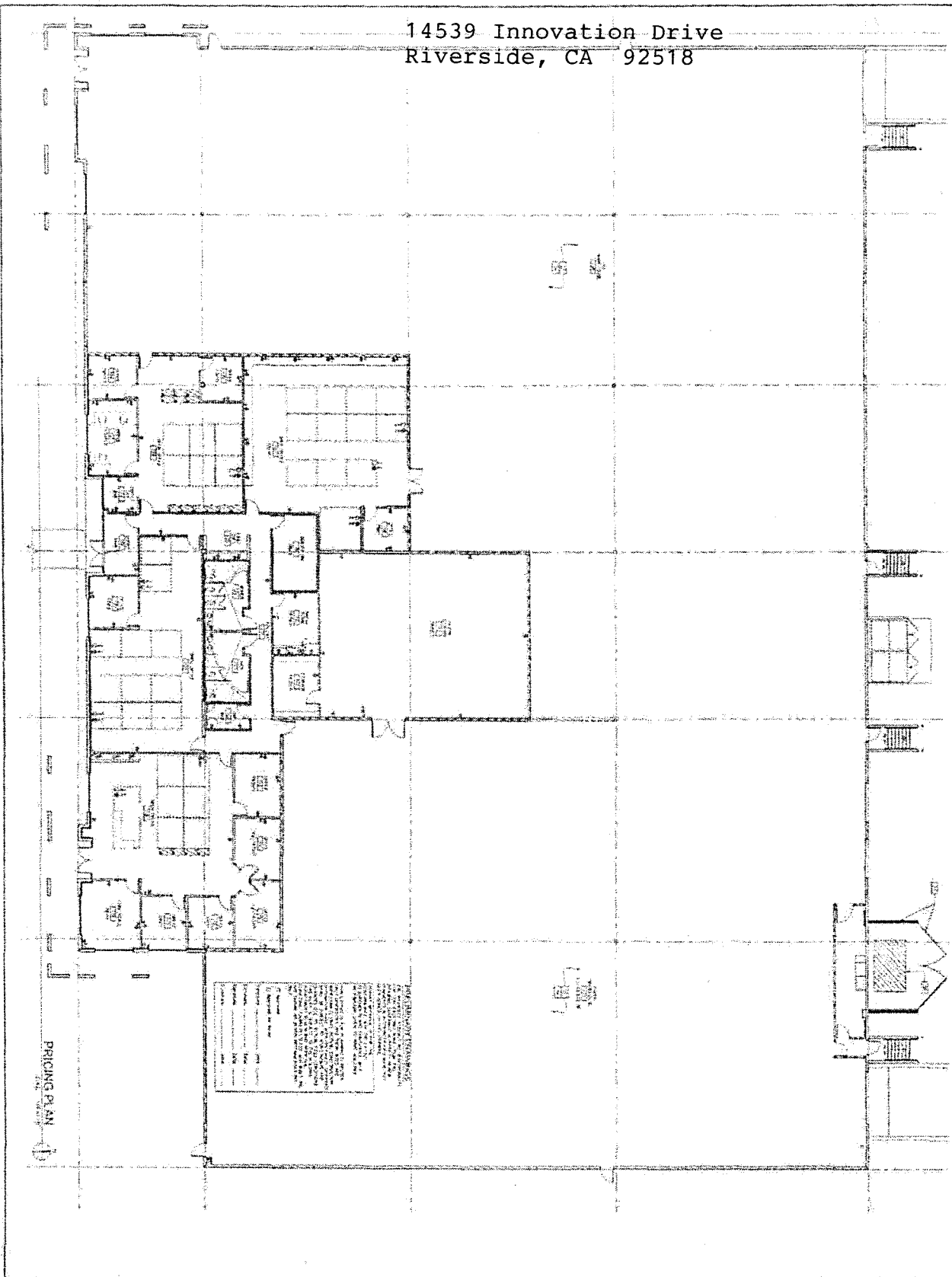
14539 Innovation Drive , Riverside, CA 92518

Parcels 1 through 8, inclusive, of Parcel Map No. 32904, in the County of Riverside, State of California, as shown on the Map filed in Book 216 Pages 21 - 23 of Parcel Maps, Official Records of said County.



Exhibit "A-1"

14539 Innovation Drive  
Riverside, CA 92518



<p>PP.2</p>	<p><b>PRICING PLAN</b></p> <table border="1"> <thead> <tr> <th>Item</th> <th>Description</th> <th>Quantity</th> <th>Unit Price</th> <th>Total Price</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>...</td> <td>...</td> <td>...</td> <td>...</td> </tr> <tr> <td>2</td> <td>...</td> <td>...</td> <td>...</td> <td>...</td> </tr> <tr> <td>3</td> <td>...</td> <td>...</td> <td>...</td> <td>...</td> </tr> <tr> <td>4</td> <td>...</td> <td>...</td> <td>...</td> <td>...</td> </tr> <tr> <td>5</td> <td>...</td> <td>...</td> <td>...</td> <td>...</td> </tr> <tr> <td>6</td> <td>...</td> <td>...</td> <td>...</td> <td>...</td> </tr> <tr> <td>7</td> <td>...</td> <td>...</td> <td>...</td> <td>...</td> </tr> <tr> <td>8</td> <td>...</td> <td>...</td> <td>...</td> <td>...</td> </tr> <tr> <td>9</td> <td>...</td> <td>...</td> <td>...</td> <td>...</td> </tr> <tr> <td>10</td> <td>...</td> <td>...</td> <td>...</td> <td>...</td> </tr> <tr> <td>11</td> <td>...</td> <td>...</td> <td>...</td> <td>...</td> 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RIVERSIDE, CALIFORNIA</p>	<p>Ware Malcomb Architectural Firm 14539 Innovation Drive Riverside, CA 92518 Tel: (951) 514-1100 Fax: (951) 514-1101 www.waremalcomb.com</p>	<p><b>WARE MALCOMB</b> Architectural Firm 14539 Innovation Drive Riverside, CA 92518 Tel: (951) 514-1100 Fax: (951) 514-1101 www.waremalcomb.com</p>
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**ACKNOWLEDGMENT**

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

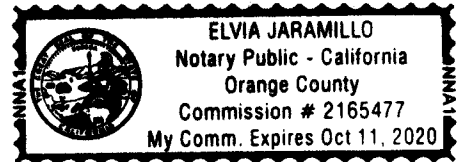
State of California  
County of Orange )

On May 30, 2017 before me, Elvia Jaramillo, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature  (Seal)

## ACKNOWLEDGMENT

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

State of California

County of Orange )

On June 2, 2017 before me, Indrani Jackson  
(insert name and title of the officer)

personally appeared Donald E. Russell,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in  
his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the  
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Signature



(Seal)

