

BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

VAN AMBATIELOS
PRESIDENT

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CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

DEPARTMENT OF
BUILDING AND SAFETY
201 NORTH FIGUEROA STREET
LOS ANGELES, CA 90012

RAYMOND S. CHAN, C.E., S.E.
GENERAL MANAGER

FRANK BUSH
EXECUTIVE OFFICER

September 29, 2015

Council District: # 11

Honorable Council of the City of Los Angeles
Room 395, City Hall

JOB ADDRESS: **333 EAST ROSE AVENUE, LOS ANGELES, CA**
ASSESSORS PARCEL NO. (APN): **4286-001-002**

On June 9, 2011 pursuant to the authority granted by Section 91.103 of the Los Angeles Municipal Code, the Department of Building and Safety (the "Department") investigated and identified code violations at: **333 East Rose Avenue, Los Angeles California**, (the "Property"). A copy of the title report which includes a full legal description of the property is attached as Exhibit A.

Following the Department's investigation an order or orders to comply were issued to the property owner and all interested parties. Pursuant to Section 98.0411(a) the order warned that "a proposed noncompliance fee may be imposed for failure to comply with the order within 15 days after the compliance date specified in the order or unless an appeal or slight modification is filed within 15 days after the compliance date." The owners failed to comply within the time prescribed by ordinance.

In addition, pursuant to Section 98.0421, the property owner was issued an order May 10, 2011 to pay a code violation inspection fee after violations were identified and verified upon inspection. The non-compliance and code violation inspection fees imposed by the Department are as follows:

<u>Description</u>	<u>Amount</u>
Non-Compliance Code Enforcement Fee	\$ 550.00
Late Charge/Collection Fee (250%)	2,215.00
Code Violation Investigation Fee	336.00
System Development Surcharge	20.16
System Development Surcharge Late Fee	50.40
Accumulated Interest (1%/month)	934.10
Title Report Fee	42.00
Grand Total	\$ 4,147.66

Pursuant to the authority granted by Section 7.35.3 of the Los Angeles Administrative Code, it is proposed a lien for a total sum of **\$4,147.66** recorded against the property. It is requested that the Honorable City Council of the City of Los Angeles (the "City Council") designate the time and place protest can be heard concerning this matter, as set forth in Sections 7.35.3 and 7.35.5 of the Los Angeles Administrative Code.

It is further requested that the City Council instruct the Department to deposit to Dept 08, Fund 48R, Balance Sheet Account 2200, any payment received against this lien in the amount of **\$4,147.66** on the referenced property. A copy of the title report which includes a full legal description of the property is attached as Exhibit A. A list of all the names and addresses of owners and all interested parties entitled to notice is included (Exhibit B). Also attached is a report which includes the current fair market value of the property including all encumbrances of record on the property as of the date of the report (Exhibit C).

DEPARTMENT OF BUILDING AND SAFETY


Steve Ongele
Chief, Resource Management Bureau

ATTEST: HOLLY WOLCOTT, CITY CLERK

Lien confirmed by
City Council on:

BY: _____
DEPUTY

EXHIBIT A



5711 W. SLAUSON AVE., SUITE 170
CULVER CITY, CA 90230
Phone 310-649-2020 310-649-0030 Fax

Property Title Report

Work Order No. T11860
Dated as of: 07/02/2015

Prepared for: City of Los Angeles

SCHEDULE A

(Reported Property Information)

APN #: 4286-001-002

Property Address: 333 E ROSE AVE ✓ City: Los Angeles County: Los Angeles

VESTING INFORMATION

Type of Document: Grant Deed

Grantee : 333 Rose Avenue LLC, a California Limited Liability Company

Grantor : Jason Teague, a single man

Deed Date : 9/16/2010

Recorded : 10/7/2010

Instr No. : 20101434567

MAILING ADDRESS: 333 Rose Avenue LLC, a California Limited Liability Company,
341 1/2 ROSE AVE VENICE CA 90291

SCHEDULE B

LEGAL DESCRIPTION

The following described property:

Lot 2 of Tract No 6622, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 71 Page 82 of Maps, in the Office of the County Recorder of said County.

Assessor's Parcel No: 4286-001-002

MORTGAGES/LIENS

Type of Document: A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby

Amount : \$5,600,000.00

Dated : 1/2/2015

Trustor : 333 Rose Avenue LLC, a California Limited Liability Company

Trustee : CTBC Bank Corp. (USA)

Beneficiary : CTBC Bank Corp. (USA)

INTUITIVE REAL ESTATE SOLUTIONS
5711 W. SLAUSON AVE., SUITE 170
CULVER CITY, CA 90230
Phone 310-649-2020 310-649-0030 Fax

Work Order No. T11860

SCHEDULE B (Continued)

Recorded : 1/30/2015

Instr No. : 20150112164

MAILING ADDRESS: CTBC Bank Corp. (USA), 17851-A3 Colima Road, City of Industry, CA 91748.
MAILING ADDRESS: CTBC Bank Corp. (USA), Corporate Lending 172,
18645 East Gale Avenue, No. 150, City of Industry, CA 91748.

Assignment of the above referenced security instrument is as follows:

Assignee : CTBC Bank Corp. (USA)

Recorded : 1/30/2015

Instr No. : 20150112165

MAILING ADDRESS: CTBC Bank Corp. (USA),
18645 East Gale Avenue, No. 150, City of Industry, CA 91748

An agreement which states that this instrument was subordinated by document:

Recorded : 1/30/2015

Instr No. : 20150112166

Subordinated to Instrument No. or Book/Page: 20150112164

MAILING ADDRESS: CTBC Bank Corp. (USA), 17851-A3 Colima Road, City of Industry, CA 91748

Type of Document: A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby

Amount : \$2,000,000.00

Dated : 12/29/2014

Trustor : 333 Rose Avenue, LLC

Trustee : Fidelity National Title Co, a California Corporation

Beneficiary : Albert Rosen and Mya Rosen, Trustees of the Albert and Myra Rosen Trust dated December 5, 1988, as to an undivided 25 percent interest and Julia Ann Davis, Trustee of the Julia Ann Davis Living Trust dated July 17, 1988 and Jack V. Hoffmann, as to an undivided 25 percent interest and Mark Johnson, as to an undivided 25 percent interest

Recorded : 2/2/2015

Instr No. : 20150115290

MAILING ADDRESS: Fidelity National Title Co, a California Corporation, None Shown.

MAILING ADDRESS: Albert Rosen, P.O. Box 491878 Los Angeles, CA 90049-8878.

MAILING ADDRESS: Mya Rosen, None Shown.

MAILING ADDRESS: Julia Ann Davis, None Shown.

MAILING ADDRESS: Jack V. Hoffmann, None Shown.

MAILING ADDRESS: Mark Johnson, None Shown.

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY

RECORDING REQUESTED BY:
Jason Teague

AND WHEN RECORDED MAIL TO:

Mr Jason Teague
341 1/2 Rose Avenue
Venice, CA 90294



2

APN 4286-001-002
4510093

THIS SPACE FOR RECORDER'S USE ONLY

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$NONE

"This conveyance changes the manner in which title is held, grantor(s) and grantee(s) remain the same and continue to hold the same proportionate interest, R & T 11911."

Grantors and grantees are compromise of the same parties and continue to hold the same proportionate interest
[X] computed on full value of property conveyed, or
[] computed on full value less value of liens or encumbrances remaining at time of sale.
[] Unincorporated area [X] City of Los Angeles AND

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

Jason Teague, a single man

hereby GRANT(s) to

333 Rose Avenue LLC, a California Limited Company

the real property in the City of Los Angeles, County of Los Angeles, State of California, described as Lot 2 of Tract No 6622, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 71 Page 82 of Maps, in the Office of the County Recorder of said County.

Also Known as: 333 Rose Avenue, Venice, CA 90291
AP# 4688-001-002

DATED September 16, 2010
STATE OF CALIFORNIA
COUNTY OF Los Angeles

On 9-16-2010
Before me, Renita Kumar
A Notary Public in and for said State, personally appeared

Jason Teague

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



(This area for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW, IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

1A

Fidelity-Sherman Oaks

RECORDATION REQUESTED BY:
CTBC BANK CORP. (USA)
CORPORATE LENDING 172
18645 EAST GALE AVENUE, #150
CITY OF INDUSTRY, CA 91748

2

WHEN RECORDED MAIL TO:
CTBC BANK CORP. (USA)
Loan Services Department
17851-A3 Colima Road
City of Industry, CA 91748



SEND TAX NOTICES TO:
CTBC BANK CORP. (USA)
Loan Services Department
17851-A3 Colima Road
City of Industry, CA 91748

FOR RECORDER'S USE ONLY

Handwritten initials

DEED OF TRUST

11

THIS DEED OF TRUST is dated January 2, 2015, among 333 ROSE AVENUE LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, whose address is 337 1/2 ROSE AVENUE, LOS ANGELES, CA 90291 ("Trustor"); CTBC BANK CORP. (USA), whose address is CORPORATE LENDING 172, 18645 EAST GALE AVENUE, #150, CITY OF INDUSTRY, CA 91748 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and CTBC BANK CORP. (USA), whose address is 17851-A3 COLIMA ROAD, CITY OF INDUSTRY, CA 91748 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in LOS ANGELES County, State of California:

See EXHIBIT "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 333 & 333 1/2 ROSE AVENUE, LOS ANGELES, CA 90291. The Assessor's Parcel Number for the Real Property is 4286-001-002.

"THIS IS ONE OF FOUR DEEDS OF TRUST SECURED BY ONE NOTE".

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. This is an absolute assignment of Rents made in connection with an obligation secured by real property pursuant to California Civil Code Section 2938. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

TRUSTOR'S REPRESENTATIONS AND WARRANTIES. Trustor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Trustor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Trustor and do not result in a violation of any law, regulation, court decree or order applicable to Trustor; (d) Trustor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Trustor about Borrower (including without limitation the creditworthiness of Borrower).

TRUSTOR'S WAIVERS. Except as prohibited by applicable law, Trustor waives any right to require Lender to (a) make any presentment, protest, demand, or notice of any kind, including notice of change of any terms of repayment of the Indebtedness, default by Borrower or any other guarantor or surety, any action or nonaction taken by Borrower, Lender, or any other guarantor or surety of Borrower, or the creation of new or additional indebtedness; (b) proceed against any person, including Borrower, before proceeding against Trustor; (c) proceed against any collateral for the Indebtedness, including Borrower's collateral, before proceeding against Trustor; (d) apply any payments or proceeds received against the Indebtedness in any order; (e) give notice of the terms, time, and place of any sale of any collateral pursuant to the Uniform Commercial Code or any other law governing such sale; (f) disclose any information about the Indebtedness, Borrower, any collateral, or any other guarantor or surety, or about any action or nonaction of Lender; or (g) pursue any remedy or course of action in Lender's power whatsoever.

Trustor also waives any and all rights or defenses arising by reason of (h) any disability or other defense of Borrower, any other guarantor or surety or any other person; (i) the cessation from any cause whatsoever, other than payment in full, of the Indebtedness; (j) the application of proceeds of the Indebtedness by Borrower for purposes other than the purposes understood and intended by Trustor and

Handwritten initials SA

DEED OF TRUST
(Continued)

Loan No: 3274800000

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Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means CTBC BANK CORP. (USA), its successors and assigns.

Note. The word "Note" means the promissory note dated January 2, 2015, in the original principal amount of **\$5,600,000.00** from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO TRUSTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future leases, rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property together with the cash proceeds of the Rents.

Trustee. The word "Trustee" means CTBC BANK CORP. (USA), whose address is 17851-A3 COLIMA ROAD, CITY OF INDUSTRY, CA 91748 and any substitute or successor trustees.

Trustor. The word "Trustor" means 333 ROSE AVENUE LLC.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS, INCLUDING THE VARIABLE RATE PROVISIONS OF THE NOTE SECURED BY THIS DEED OF TRUST.

TRUSTOR:

333 ROSE AVENUE LLC

By: 
JASON TEAGUE, Manager/Member of 333 ROSE AVENUE LLC

CERTIFICATE OF ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
)
COUNTY OF Los Angeles) SS
)

On 01-22-, 2015 before me, DAVE S. NADA, NOTARY PUBLIC,
(here insert name and title of the officer)

personally appeared JASON TEAGUE, who proved to me on the basis of satisfactory evidence to be the person to whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (as), and that by his/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

[Handwritten Signature]



(Seal)

(DO NOT RECORD)
REQUEST FOR FULL RECONVEYANCE
(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____

Beneficiary: _____

By: _____

Its: _____

Fidelity-Sherman Oaks

RECORDATION REQUESTED BY:

CTBC BANK CORP. (USA)
CORPORATE LENDING 172
18645 EAST GALE AVENUE, #150
CITY OF INDUSTRY, CA 91748



2

WHEN RECORDED MAIL TO:

CTBC BANK CORP. (USA)
Loan Services Department
17851-A3 Colima Road
City of Industry, CA 91748

SEND TAX NOTICES TO:

CTBC BANK CORP. (USA)
Loan Services Department
17851-A3 Colima Road
City of Industry, CA 91748

FOR RECORDER'S USE ONLY

74936

ASSIGNMENT OF RENTS

1

THIS ASSIGNMENT OF RENTS dated January 2, 2015, is made and executed between 333 ROSE AVENUE LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, whose address is 337 1/2 ROSE AVENUE, LOS ANGELES, CA 90291 (referred to below as "Grantor") and CTBC BANK CORP. (USA), whose address is 18645 EAST GALE AVENUE, #150, CITY OF INDUSTRY, CA 91748 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in LOS ANGELES County, State of California:

See EXHIBIT "A", which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 333 & 333 1/2 ROSE AVENUE, LOS ANGELES, CA 90291. The Assessor's Parcel Number for the Property is 4286-001-002.

"THIS IS ONE OF FOUR DEEDS OF TRUST SECURED BY ONE NOTE".

This is an absolute assignment of Rents made in connection with an obligation secured by property pursuant to California Civil Code section 2938.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF BORROWER AND GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Except as prohibited by applicable law, Grantor waives any right to require Lender to (a) make any presentment, protest, demand, or notice of any kind, including notice of change of any terms of repayment of the indebtedness, default by Borrower or any other guarantor or surety, any action or nonaction taken by Borrower, Lender, or any other guarantor or surety of Borrower, or the creation of new or additional indebtedness; (b) proceed against any person, including Borrower, before proceeding against Grantor; (c) proceed against any collateral for the indebtedness, including Borrower's collateral, before proceeding against Grantor; (d) apply any payments or proceeds received against the indebtedness in any order; (e) give notice of the terms, time, and place of any sale of any collateral pursuant to the Uniform Commercial Code or any other law governing such sale; (f) disclose any information about the indebtedness, Borrower, any collateral, or any other guarantor or surety, or about any action or nonaction of Lender; or (g) pursue any remedy or course of action in Lender's power whatsoever.

Grantor also waives any and all rights or defenses arising by reason of (h) any disability or other defense of Borrower, any other guarantor or surety or any other person; (i) the cessation from any cause whatsoever, other than payment in full, of the indebtedness; (j) the application of proceeds of the indebtedness by Borrower for purposes other than the purposes understood and intended by Grantor and Lender; (k) any act of omission or commission by Lender which directly or indirectly results in or contributes to the discharge of Borrower or any other guarantor or surety, or the indebtedness, or the loss or release of any collateral by operation of law or otherwise; (l) any statute of limitations in any action under this Assignment or on the indebtedness; or (m) any modification or change in terms of the indebtedness, whatsoever, including without limitation, the renewal, extension, acceleration, or other change in the time payment of the indebtedness is due and any change in the interest rate.

Grantor waives all rights and defenses arising out of an election of remedies by Lender, even though that election of remedies, such as non-judicial foreclosure with respect to security for a guaranteed obligation, has destroyed Grantor's rights of subrogation and reimbursement against Borrower by the operation of Section 580d of the California Code of Civil Procedure, or otherwise.

Grantor waives all rights and defenses that Grantor may have because Borrower's obligation is secured by real property. This means among other things: (1) Lender may collect from Grantor without first foreclosing on any real or personal property collateral pledged by Borrower. (2) If Lender forecloses on any real property collateral pledged by Borrower: (A) The amount of Borrower's obligation may be reduced only by the price for which the collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price. (B)

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ASSIGNMENT OF RENTS
(Continued)

Loan No: 327480000

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consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON JANUARY 2, 2015.

GRANTOR:

333 ROSE AVENUE LLC

By: [Signature]
JASON TEAGUE, Manager/Member of 333 ROSE AVENUE LLC

CERTIFICATE OF ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) SS
COUNTY OF Los Angeles)

On 01-22-, 2015 before me, DAVE S. NADA, NOTARY PUBLIC,
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Signature]



Fidelity-Sherman Oaks

RECORDATION REQUESTED BY:
CTBC BANK CORP. (USA)
CORPORATE LENDING 172
18645 EAST GALE AVENUE, #150
CITY OF INDUSTRY, CA 91748

2

WHEN RECORDED MAIL TO:
CTBC BANK CORP. (USA)
Loan Services Department
17851-A3 Collina Road
City of Industry, CA 91748



SEND TAX NOTICES TO:
CTBC BANK CORP. (USA)
Loan Services Department
17851-A3 Collina Road
City of Industry, CA 91748

FOR RECORDER'S USE ONLY

NOTICE: THIS SUBORDINATION AGREEMENT - LEASE RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

7/19/16

SUBORDINATION AGREEMENT - LEASE

//

THIS SUBORDINATION AGREEMENT - LEASE dated January 2, 2015, is made and executed among VENICE LOCAL LIVING LLC ("Lessee"); 333 ROSE AVENUE LLC, JASON TEAGUE, MSBV LLC and 123 40TH STREET LLC ("Borrower"); and CTBC BANK CORP. (USA) ("Lender").

SUBORDINATED LEASE. Lessee has executed a lease dated August 1, 2014 of the property described herein (the "Subordinated Lease"). The following information is the summary of the basic terms and conditions of the Subordinated Lease: THE TERM OF THE LEASE IS FOR TWO (2) YEARS EXPIRING ON 07-31-2016.

REAL PROPERTY DESCRIPTION. The Lease covers 333 ROSE AVENUE, (VENICE AREA) LOS ANGELES, CA 90291 of the following described real property located in LOS ANGELES County, State of California:

See EXHIBIT "A", which is attached to this Subordination and made a part of this Subordination as if fully set forth herein.

The Real Property or its address is commonly known as 333 & 333 1/2 ROSE AVENUE, LOS ANGELES, CA 90291. The Assessor's Parcel Number for the Real Property is 4286-001-002.

"THIS IS ONE OF FOUR DEEDS OF TRUST SECURED BY ONE NOTE".

SUPERIOR INDEBTEDNESS. Lender has extended or has agreed to extend the following described financial accommodations to Borrower, secured by the Real Property (the "Superior Indebtedness"):

Notwithstanding anything to the contrary herein, "Superior Indebtedness" shall mean any and all financial accommodations, now existing or hereinafter made, as well as any and all amendments thereto, by Lender to Borrower, including, without limitation, that certain financial accommodation documented, in part, by a promissory note dated 01/02/2015, in the original principal amount of \$5,600,000.

LENDER'S LIEN. The Superior Indebtedness is or will be secured by the Real Property and evidenced by a mortgage, deed of trust, or other lien instrument, dated January 2, 2015, from 333 ROSE AVENUE LLC to Lender (the "Lender's Lien") and recorded in LOS ANGELES County, State of California as follows:

Notwithstanding anything to the contrary herein, "Lender's Lien" shall mean any and all deeds of trust, liens, interests and encumbrances, now existing or hereinafter made, as well as any and all amendments thereto, from Borrower in favor of Lender on the Real Property.

As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Lease.

REQUESTED FINANCIAL ACCOMMODATIONS. Lessee and Borrower each want Lender to provide financial accommodations to Borrower in the form of the Superior Indebtedness. Borrower and Lessee each represent and acknowledge to Lender that Lessee will benefit as a result of these financial accommodations from Lender to Borrower, and Lessee acknowledges receipt of valuable consideration for entering into this Subordination.

NOW THEREFORE THE PARTIES TO THIS SUBORDINATION HEREBY AGREE AS FOLLOWS:

SUBORDINATION. All of Lessee's right, title, and interest in and to the Subordinated Lease and the Real Property is and shall be subordinated in all respects to Lender's Lien and the Superior Indebtedness, and it is agreed that Lender's Lien shall be and remain, at all times, prior and superior to Lessee's interests in the Subordinated Lease and the Real Property. Lessee also subordinates to Lender's Lien all other Security Interests in the Real Property held by Lessee, whether now existing or hereafter acquired.

LESSEE'S REPRESENTATIONS AND WARRANTIES. Lessee hereby represents and warrants to Lender that Lessee has heretofore delivered to Lender a true, correct and complete copy of the Lease, which constitutes the entire agreement between the parties thereto and Lessee further acknowledges that the Lease is in full force and effect and that no default by Lessee or, to Lessee's knowledge, by other party under the terms and provisions of the Lease exists as of the date hereof.

LESSEE WAIVERS. Lessee waives any right to require Lender: (A) to make, extend, renew, or modify any loan to Borrower or to grant any other financial accommodations to Borrower whatsoever; (B) to make any presentment, protest, demand, or notice of any kind,

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CONFIDENTIAL

**SUBORDINATION AGREEMENT - LEASE
(Continued)**

Loan No: 3274800000

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obligations as to any future transactions. Whenever the consent of Lender is required under this Subordination, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Successors. This Subordination shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Subordination, and the covenants of Lessee herein in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Subordination. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Subordination shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means 333 ROSE AVENUE LLC, JASON TEAGUE, MSBV LLC and 123 40TH STREET LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Lender. The word "Lender" means CTBC BANK CORP. (USA), its successors and assigns.

Note. The word "Note" means the Note dated January 2, 2015 and executed by 333 ROSE AVENUE LLC, JASON TEAGUE, MSBV LLC and 123 40TH STREET LLC in the principal amount of \$5,600,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Subordination.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

EACH PARTY TO THIS SUBORDINATION ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION, AND EACH PARTY AGREES TO ITS TERMS. THIS SUBORDINATION IS DATED JANUARY 2, 2015.

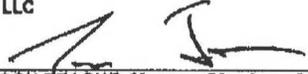
BORROWER:

333 ROSE AVENUE LLC

By: 
JASON TEAGUE, Manager/Member of 333 ROSE AVENUE LLC

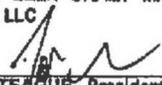
X 
JASON TEAGUE, Individually

MSBV LLC

By: 
JASON TEAGUE, Manager/Member of MSBV LLC

123 40TH STREET LLC

I'VE ALWAYS BEEN CRAZY MANAGEMENT SERVICES CORPORATION, Manager of 123 40TH STREET LLC

By: 
JOHN D. TEAGUE, President of I'VE ALWAYS BEEN CRAZY MANAGEMENT SERVICES CORPORATION

**SUBORDINATION AGREEMENT - LEASE
(Continued)**

Loan No: 3274800000

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LESSEE:

VENICE LOCAL LIVING LLC

By: [Signature]
JASON TEAGUE, Manager/Member of VENICE LOCAL LIVING LLC

By: [Signature] 1/22/15
JOHN TEAGUE, Manager/Member of VENICE LOCAL LIVING LLC

LENDER:

CTBC BANK CORP. (USA)

X [Signature]
Authorized Officer PETER SUN, SUP

CERTIFICATE OF ACKNOWLEDGMENT

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

STATE OF California)
) SS
COUNTY OF Los Angeles)

On 01-22- 2015 before me, DAVE S. NADA NOTARY PUBLIC
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Signature] [Signature] (Seal)



**SUBORDINATION AGREEMENT - LEASE
(Continued)**

Loan No: 3274800000

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CERTIFICATE OF ACKNOWLEDGMENT

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

STATE OF California)
) SS
COUNTY OF Los Angeles)

On 01-22, 20 15 before me, DAVE S. NADA, NOTARY PUBLIC
(here insert name and title of the officer)

personally appeared JASON TEAGUE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/it executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person of the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature



**SUBORDINATION AGREEMENT - LEASE
(Continued)**

Loan No: 3274800000

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CERTIFICATE OF ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) SS
COUNTY OF Los Angeles)

On 01-22 - 2015 before me, DAVE S. NADA, NOTARY PUBLIC,
(here insert name and title of the officer)

personally appeared JASON TEAGUE, who proved to me on the basis of satisfactory evidence to be the person (or whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(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 *Dave S. Nada*



(Seal)

**SUBORDINATION AGREEMENT - LEASE
(Continued)**

Loan No: 3274800000

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CERTIFICATE OF ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) SS
COUNTY OF Los Angeles)

On 01-22-15, 20 before me, DAVE S. NADA, NOTARY PUBLIC
(here insert name and title of the officer)

personally appeared JOHN D. TEAGUE, 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)



**SUBORDINATION AGREEMENT - LEASE
(Continued)**

Loan No: 3274800000

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CERTIFICATE OF ACKNOWLEDGMENT

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STATE OF CALIFORNIA)
) SS
COUNTY OF Los Angeles)

On 01-22-, 2015 before me, DAVE S. NADA, NOTARY PUBLIC
(here insert name and title of the officer)

personally appeared JOHN TEAGUE, who proved to me on the basis of satisfactory evidence to be the person (to whose name) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/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 *[Handwritten Signature]*



(Seal)

**SUBORDINATION AGREEMENT - LEASE
(Continued)**

Loan No: 3274800000

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CERTIFICATE OF ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) SS
COUNTY OF Los Angeles)

On 01-22- 20 15 before me, DAVE S. NADA, Notary Public,
(here insert name and title of the officer)

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

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.

ACKNOWLEDGMENT

State of California

County of Los Angeles

On 1-29-2015 before me, Eve M. Carriere

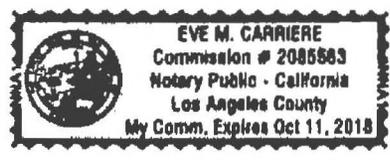
A Notary Public personally appeared Jason Teague

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)

RECORDING REQUESTED BY:
Fidelity National Title Co.

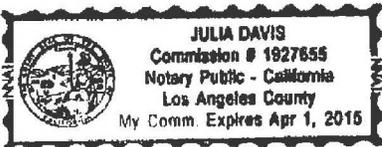
AND WHEN RECORDED MAIL TO:
Albert Rosen
P.O. Box 491878
Los Angeles, CA 90049-8878



2

ACCOMMODATION
Sent to Recorder per request of the parties herein,
It has not been examined as to its effect and validity

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.:	Escrow No.: 214566-JD
REQUEST FOR NOTICE	
<p>In accordance with Section 2924b, California Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust recorded as Instrument No.20150112164 on January 30, 2015, Official Records of Los Angeles County, California and describing land therein as:</p> <p>LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF</p> <p>Executed by 333 Rose Avenue LLC, a California Limited Liability Company , as Trustor,</p> <p>In which CTBC Bank Corp, (USA) is named as Beneficiary,</p> <p>And CTBC Bank Corp (USA) , as Trustee,</p> <p>Be mailed to Albert Rosen At P.O. Box 461878 Los Angeles, CA 90049-8788</p> <p>NOTICE: A Copy of any Notice and of any Notice of Sale will be sent to the address contained in this recorded Request. If your address changes, a new Request must be recorded.</p> <p>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.</p> <p>DATED January 9, 2015 STATE OF CALIFORNIA COUNTY OF <u>Los Angeles</u> On <u>2-6-2015</u> before me, <u>Renita Kumar</u> A Notary Public personally appeared <u>Renita Kumar</u> 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.</p> <p>I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.</p> <p>WITNESS my hand and official seal.</p> <p>Signature <u>[Signature]</u> (Seal)</p>	
<p style="text-align: center;">  JULIA DAVIS Commission # 1927655 Notary Public - California Los Angeles County My Comm. Expires Apr 1, 2015 </p>	

2014

EXHIBIT B

ASSIGNED INSPECTOR: **ROBERT GARTH**
JOB ADDRESS: **333 EAST ROSE AVENUE, LOS ANGELES, CA**
ASSESSORS PARCEL NO. (APN): **4286-001-002**

Date: **September 29, 2015**

Last Full Title: **08/13/2014**

Last Update to Title:

LIST OF OWNERS AND INTERESTED PARTIES

- 1). 333 ROSE AVENUE LLC
341 ½ ROSE AVE.
VENICE, CA. 90291-5557 CAPACITY: OWNERS

- 2). CTBC BANK CORP. (USA)
17851-A3 COLIMA RD.
CITY OF INDUSTRY, CA. 91748 CAPACITY: INTERESTED PARTIES

- 3). CTBC BANK CORP. (USA)
18645 EAST GALE AVE. #150
CITY OF INDUSTRY, CA. 91748 CAPACITY: INTERESTED PARTIES

Property Detail Report

EXHIBIT C

For Property Located At :
333 ROSE AVE, VENICE, CA 90291-2788



Owner Information

Owner Name: **333 ROSE AVENUE LLC**
 Mailing Address: **341 1/2 ROSE AVE, VENICE CA 90291-5557 C053 C/O JASON TEAGUE**
 Vesting Codes: **// CO**

Location Information

Legal Description:	TRACT # 6622 LOT 2	APN:	4286-001-002
County:	LOS ANGELES, CA	Alternate APN:	
Census Tract / Block:	2733.00 / 1	Subdivision:	6622
Township-Range-Sect:		Map Reference:	49-B3 /
Legal Book/Page:	71-82	Tract #:	6622
Legal Lot:	2	School District:	LOS ANGELES
Legal Block:		School District Name:	
Market Area:	C11	Munic/Township:	
Neighbor Code:			

Owner Transfer Information

Recording/Sale Date:	10/07/2010 / 09/16/2010	Deed Type:	GRANT DEED
Sale Price:		1st Mtg Document #:	
Document #:	1434567		

Last Market Sale Information

Recording/Sale Date:	08/23/2010 / 07/22/2010	1st Mtg Amount/Type:	\$400,000 / PRIVATE PARTY
Sale Price:	\$550,000	1st Mtg Int. Rate/Type:	/
Sale Type:	UNKNOWN	1st Mtg Document #:	1177182
Document #:	1170879	2nd Mtg Amount/Type:	/
Deed Type:	GRANT DEED	2nd Mtg Int. Rate/Type:	/
Transfer Document #:		Price Per SqFt:	\$452.30
New Construction:		Multi/Split Sale:	

Title Company: **FIRST AMERICAN TITLE INSURANCE**
 Lender: **PRIVATE INDIVIDUAL**
 Seller Name: **CITIMORTGAGE INC**

Prior Sale Information

Prior Rec/Sale Date:	02/06/2008 / 01/23/2008	Prior Lender:	CITIMORTGAGE
Prior Sale Price:	\$1,318,000	Prior 1st Mtg Amt/Type:	\$988,500 / CONV
Prior Doc Number:	219749	Prior 1st Mtg Rate/Type:	6.75 / ADJ
Prior Deed Type:	GRANT DEED		

Property Characteristics

Gross Area:	1,482	Parking Type:		Construction:	
Living Area:	1,216	Garage Area:		Heat Type:	
Tot Adj Area:		Garage Capacity:		Exterior wall:	
Above Grade:		Parking Spaces:		Porch Type:	
Total Rooms:		Basement Area:		Patio Type:	
Bedrooms:	3	Finish Bsmnt Area:		Pool:	
Bath(F/H):	3 /	Basement Type:		Air Cond:	YES
Year Built / Eff:	1953 / 1957	Roof Type:		Style:	
Fireplace:	/	Foundation:		Quality:	
# of Stories:		Roof Material:		Condition:	
Other Improvements:					

Site Information

Zoning:	LARD1.5	Acres:	0.07	County Use:	MULTI-FAMILY 3-UNIT (0300)
Lot Area:	3,029	Lot Width/Depth:	x	State Use:	
Land Use:	TRIPLEX	Res/Comm Units:	5 /	Water Type:	
Site Influence:				Sewer Type:	

Tax Information

Total Value:	\$586,301	Assessed Year:	2015	Property Tax:	\$7,207.28
Land Value:	\$426,401	Improved %:	27%	Tax Area:	67
Improvement Value:	\$159,900	Tax Year:	2014	Tax Exemption:	
Total Taxable Value:	\$586,301				

Comparable Sales Report

For Property Located At

333 ROSE AVE, VENICE, CA 90291-2788



2 Comparable(s) Selected.

Report Date: 09/29/2015

Summary Statistics:

	Subject	Low	High	Average
Sale Price	\$550,000	\$2,800,000	\$2,800,000	\$2,800,000
Bldg/Living Area	1,216	1,172	1,256	1,214
Price/Sqft	\$452.30	\$2,229.30	\$2,389.08	\$2,309.19
Year Built	1953	1909	1940	1924
Lot Area	3,029	2,682	3,502	3,092
Bedrooms	3	2	4	3
Bathrooms/Restrooms	3	2	3	2
Stories	0.00	0.00	0.00	0.00
Total Value	\$586,301	\$1,350,000	\$1,500,000	\$1,425,000
Distance From Subject	0.00	0.24	0.24	0.24

*= user supplied for search only

Comp #:1		Distance From Subject:0.24 (miles)	
Address: 58 DUDLEY AVE, VENICE, CA 90291-2405			
Owner Name: MURPHY ROBERT			
Seller Name: BOLKIN			
APN: 4286-021-028	Map Reference: 49-B3 /	Living Area: 1,172	
County: LOS ANGELES, CA	Census Tract: 2734.02	Total Rooms:	
Subdivision: GOLDEN BAY TR	Zoning: LARD1.5	Bedrooms: 4	
Rec Date: 07/31/2015	Prior Rec Date: 05/18/2009	Bath(F/H): 2 /	
Sale Date: 07/24/2015	Prior Sale Date: 05/14/2009	Yr Built/Eff: 1909 / 1916	
Sale Price: \$2,800,000	Prior Sale Price:	Air Cond: YES	
Sale Type: FULL	Prior Sale Type: N	Style:	
Document #: 934385	Acres: 0.06	Fireplace: /	
1st Mtg Amt:	Lot Area: 2,682	Pool:	
Total Value: \$1,350,000	# of Stories:	Roof Mat:	
Land Use: TRIPLEX	Park Area/Cap#: /	Parking:	

Comp #:2		Distance From Subject:0.24 (miles)	
Address: 56 DUDLEY AVE, VENICE, CA 90291-2405			
Owner Name: MURPHY ROBERT			
Seller Name: BOLKIN			
APN: 4286-021-027	Map Reference: 49-B3 /	Living Area: 1,256	
County: LOS ANGELES, CA	Census Tract: 2734.02	Total Rooms:	
Subdivision: GOLDEN BAY TR	Zoning: LARD1.5	Bedrooms: 2	
Rec Date: 07/31/2015	Prior Rec Date: 05/18/2009	Bath(F/H): 3 /	
Sale Date: 07/24/2015	Prior Sale Date: 05/14/2009	Yr Built/Eff: 1940 /	
Sale Price: \$2,800,000	Prior Sale Price:	Air Cond: YES	
Sale Type: FULL	Prior Sale Type: N	Style:	
Document #: 934385	Acres: 0.08	Fireplace: /	
1st Mtg Amt:	Lot Area: 3,502	Pool:	
Total Value: \$1,500,000	# of Stories:	Roof Mat:	
Land Use: TRIPLEX	Park Area/Cap#: /	Parking:	

EXHIBIT D

ASSIGNED INSPECTOR: **ROBERT GARTH**
JOB ADDRESS: **333 EAST ROSE AVENUE, LOS ANGELES, CA**
ASSESSORS PARCEL NO. (APN): **4286-001-002**

Date: **September 29, 2015**

CASE#: **416334**
ORDER NO: **A-2765817**

EFFECTIVE DATE OF ORDER TO COMPLY: **May 10, 2011**
COMPLIANCE EXPECTED DATE: **June 9, 2011**
DATE COMPLIANCE OBTAINED: **May 15, 2012**

LIST OF IDENTIFIED CODE VIOLATIONS (ORDER TO COMPLY)

VIOLATIONS:

SEE ATTACHED ORDER # A-2765817

BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

MARSHA L. BROWN
PRESIDENT
VAN AMBATELOS
VICE-PRESIDENT
VICTOR H. CUEVAS
HELENA JUBANY
ELENORE A. WILLIAMS

CITY OF LOS ANGELES
CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

DEPARTMENT OF
BUILDING AND SAFETY
201 NORTH FIGUEROA STREET
LOS ANGELES, CA 90012

ROBERT R. "Bud" OVROM
GENERAL MANAGER
RAYMOND S. CHAN, C.E., S.E.
EXECUTIVE OFFICER

CASER
L.S.P.
CAR'S
P.O.S.

SUBSTANDARD ORDER AND NOTICE OF FEE

JOHN DOUGLAS TEAGUE C/O 333 ROSE AVENUE LLC
341 1/2 ROSE AVE
VENICE, CA 90291

CASE #: 416334
ORDER #: A-2765817
EFFECTIVE DATE: May 10, 2011
COMPLIANCE DATE: June 09, 2011

OWNER OF
SITE ADDRESS: 333 E ROSE AVE #D
ASSESSORS PARCEL NO.: 4286-001-002
ZONE: RD1.5; Min. Per Unit 1,500

An inspection has revealed that the property (Site Address) listed above is in violation of the Los Angeles Municipal Code (L.A.M.C.) sections listed below. You are hereby ordered to correct the violation(s) and contact the inspector listed in the signature block at the end of this document for a compliance inspection by the compliance date listed above.

FURTHER, YOU ARE ORDERED TO PAY THE CODE VIOLATION INSPECTION FEE (C.V.I.F) OF \$ 356.16 (\$336 fee plus a six percent Systems Development Surcharge of \$20.16) WHICH WILL BE BILLED TO YOU SEPARATELY. Section 98.0421 L.A.M.C.

NOTE: FAILURE TO PAY THE C.V.I.F. WITHIN 30 DAYS OF THE INVOICE DATE OF THE BILL NOTED ABOVE WILL RESULT IN A LATE CHARGE OF TWO (2) TIMES THE C.V.I.F. PLUS A 50 PERCENT COLLECTION FEE FOR A TOTAL OF \$1,176.00.

Any person who fails to pay the fee, late charge and collection fee, shall also pay interest. Interest shall be calculated at the rate of one percent per month.

The inspection has revealed that the property is in violation of the Los Angeles Municipal Code as follows:

As a result of an inspection of the property (Site Address) listed above, this office has determined the building(s) to be SUBSTANDARD as pursuant to the provisions of Division 89 of Article 1 of Chapter IX of the Los Angeles Municipal Code (L.A.M.C.). You are therefore ordered to secure all required permits and begin the necessary work to eliminate the following code violations within 30 days from the effective date of this order. All necessary work shall be completed within 90 days from the effective date of this order. If the necessary permits are not obtained or the required work is not physically commenced within 45 days from the effective date of this order, the Department of Building and Safety may order the owner to cause the building(s) to be vacated.

VIOLATION(S):

1. Unapproved occupancy or use of the unpermitted second story addition as a dwelling and the unapproved patio enclosure as a bedroom.

You are therefore ordered to: 1) Discontinue the unapproved occupancy or use of the unpermitted second story addition as a dwelling and the unpermitted patio enclosure as a bedroom.

Code Section(s) in Violation: 91.104.2.5, 91.103.1, 12.26E and 12.21A.1.(a) of the L.A.M.C.

2. The approximate 19'x25' construction of a second story dwelling above the 14'x18' office was/is constructed without the required permits and approvals.

COMPLIANCE ORDER
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You are therefore ordered to: 1) Demolish and remove all construction work performed without the required permit(s).
2) Restore the existing structure(s) to its originally approved condition.

OR

3) Submit plans, obtain the required permits and make the structure(s) comply with all requirements of the L.A.M.C.

Code Section(s) in Violation: 91.8105, 91.106.1.1, 91.106.1.2, 91.108.4, 91.106.3.2, 91.103.1, 93.0104, 94.103.1.1, 95.112.1, 12.21A.1.(a) of the L.A.M.C.

3. The approximate 10'x19' construction of a bedroom by enclosing an open sided patio between the office and the rear dwelling of the duplex was/is constructed without the required permits and approvals.

You are therefore ordered to: 1) Demolish and remove all construction work performed without the required permit(s).
2) Restore the existing structure(s) to its originally approved condition.

OR

3) Submit plans, obtain the required permits and make the structure(s) comply with all requirements of the L.A.M.C.

Code Section(s) in Violation: 91.8105, 91.106.1.1, 91.106.1.2, 91.108.4, 91.106.3.2, 91.103.1, 93.0104, 94.103.1.1, 95.112.1, 12.21A.1.(a) of the L.A.M.C.

4. Construction work is being performed without the required permits. Walls constructed, a shower framed into the bathroom of an office, and new lighting, drywall and electrical outlets throughout the room.

You are therefore ordered to: 1) Stop all work being performed without the required permits. Current permit does not cover the scope of work, which would include a change in use and no rough inspections have been done.
2) Obtain all required permits and approvals prior to commencing any work.

Code Section(s) in Violation: 91.104.2.4, 91.106.1.1, 93.0310A, 94.102.2.3 and 95.108.5 of the L.A.M.C.

Location: 14'6"x18'6" office at the rear of the building.

5. Electrical work has been done without the required permits and approvals. New outlets, lighting installed in office and in unpermitted dwelling unit above the office.

You are therefore ordered to: 1) Obtain all required electrical permits and approvals.

Code Section(s) in Violation: 93.0201, 93.0104, 91.103.1 12.21A.1.(a) of the L.A.M.C.

6. Plumbing work has been done without the required permits and approvals. The structure approved as an office has a shower added which would require a change in use permit. Bathroom plumbing installed in the unapproved addition above the office.

You are therefore ordered to: 1) Obtain all required plumbing permits and approvals, as well as a change in use permit for the office. Remove plumbing in unapproved dwelling above office.

Code Section(s) in Violation: 94.103.1.1, 91.103.1, 12.21A.1.(a) of the L.A.M.C.

NOTE: A certificate has been filed with the County Recorder noting the above substandard condition.

NON-COMPLIANCE FEE WARNING:

In addition to the C.V.I.F. noted above, a proposed noncompliance fee in the amount of \$550.00 may be imposed for failure to comply with the order within 15 days after the compliance date specified in the order or unless an appeal or request for slight modification is filed within 15 days of the compliance date.

If an appeal or request for slight modification is not filed within 15 days of the compliance date or extensions granted therefrom, the determination of the department to impose and collect a non-compliance fee shall be final. Section 98.0411 L.A.M.C.

NOTE: FAILURE TO PAY THE NON-COMPLIANCE FEE WITHIN 30 DAYS AFTER THE DATE OF MAILING THE INVOICE, MAY RESULT IN A LATE CHARGE TWO (2) TIMES THE NON-COMPLIANCE FEE PLUS A 50 PERCENT COLLECTION FEE FOR A TOTAL OF \$1,925.00.

Any person who fails to pay the non-compliance fee, late charge and collection fee shall also pay interest. Interest shall be calculated at the rate of one percent per month.

PENALTY WARNING:

Any person who violates or causes or permits another person to violate any provision of the Los Angeles Municipal Code (L.A.M.C.) is guilty of a misdemeanor which is punishable by a fine of not more than \$1000.00 and/or six (6) months imprisonment for each violation. Section 11.00 (m) L.A.M.C.

INVESTIGATION FEE REQUIRED:

Whenever any work has been commenced without authorization by a permit or application for inspection, and which violates provisions of Articles 1 through 8 of Chapter IX of the Los Angeles Municipal Code (L.A.M.C.) , and if no order has been issued by the department or a court of law requiring said work to proceed, a special investigation fee which shall be double the amount charged for an application for inspection, license or permit fee, but not less than \$400.00 , shall be collected on each permit, license or application for inspection. Section 98.0402 (a) L.A.M.C.

APPEAL PROCEDURES:

There is an appeal procedure established in this city whereby the Department of Building and Safety and the Board of Building and Safety Commissioners have the authority to hear and determine error or abuse of discretion, or requests for slight modification of the requirements contained in this order when appropriate fees have been paid. Section 98.0403.1 and 98.0403.2 L.A.M.C.

NOTICE:

Relocation assistance may be required if a tenant is evicted in order to comply with an order from a governmental agency. (LAMC 151.09.A.11 & 161.03) For information, call the Los Angeles Housing Department (LAHD) at (213) 808-8888 or go to: <http://lahd.lacity.org>

If you have any questions or require any additional information please feel free to contact me at (310)417-8640. Office hours are 7:00 a.m. to 3:30 p.m. Monday through Thursday.

Inspector:



Date: May 04, 2011

DAVID MATSON
7166 W MANCHESTER AVE, STE 10A
LOS ANGELES, CA 90045
(310)417-8640



REVIEWED BY

COMPLIANCE OBTAINED
5-15-2012