

July 10, 2024

VIA ELECTRONIC MAIL
AND OVERNIGHT DELIVERY

Crosbie Gliner Schiffman et al.
12750 High Bluff Drive, Suite 250
San Diego, California 92130
Attention: Dana Schiffman
Attention: Thomas Crosbie
dschiffman@cgs3.com
tcrosbie@cgs3.com

Caldarelli Hejmanowski Page & Leer
3398 Carmel Mountain Road
Suite 250
San Diego, CA 92121
Attention: William Caldarelli, Esq.
wjc@chpllaw.com

SilverRock Development Company, LLC
c/o The Robert Green Company
3551 Fortuna Ranch Road
Encinitas, CA 92024
Attention: Robert Green
robert@therobertgreencompany.com

The Robert Green Company
343 Fourth Avenue
San Diego, CA 92101
Attention: Robert Green
robert@therobertgreencompany.com

Re: **CEASE AND DESIST DEMAND FOR UNAUTHORIZED TRANSACTIONS**
Purchase, Sale, and Development Agreement

Gentlemen:

As you know, our office serves as the contract City Attorney's Office for the City of La Quinta. As public records reflect, the City of La Quinta ("City") and SilverRock Development Company, LLC ("SDC"), entered into a Purchase, Sale, and Development Agreement on or about November 19, 2014 ("Original PSDA"), as amended by that certain Amendment No. 1 to PSDA dated on or about October 29, 2015 ("Amendment No. 1"), that certain Amendment No. 2 to PSDA dated on or about April 18, 2017 ("Amendment No. 2"), that certain Amendment No. 3 to PSDA dated on or about November 28, 2018 ("Amendment No. 3"), that certain Amendment No. 4 to PSDA dated on or about October 12, 2021 ("Amendment No. 4"), and that certain Amendment No. 5 to PSDA dated on or about November 16, 2023 ("Amendment No. 5" and collectively referred to as the "PSDA") for the SilverRock Resort Project, renamed Talus project (the "Project"). Concurrently with the Original PSDA, on or about November 19, 2014, the City and SDC entered into that certain Development Agreement 2014-1001 ("Development Agreement") pursuant to state law (California Government Code section 65864 *et seq.*), vesting certain development obligations with SDC and subjecting SDC to the City's rights and oversight for those portions of the SilverRock Resort Area to be conveyed to SDC. Among other terms and conditions, the Development Agreement required SDC to develop the specified Planning Areas and Project Components to be conveyed to SDC in accordance with the PSDA. The Development

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Agreement was recorded in the Official Records for Riverside County, California on December 18, 2014, as Instrument No. 2014-0484106. The PSDA and Development Agreement, among other relevant agreements between the City and SDC, govern all real property subject to this CEASE AND DESIST DEMAND, and pursuant thereto:

THE CITY OF LA QUINTA HEREBY DEMANDS SDC AND ITS AFFILIATED ENTITIES, INCLUDING THE ROBERT GREEN COMPANY, IMMEDIATELY CEASE AND DESIST in taking any actions relating to executing and recording any DEEDS OF TRUST, MORTGAGES, MECHANICS LIENS, FIXTURE FILINGS, ASSIGNMENT OF RENTS, or any other instrument purporting to evidence a secured interest (the “Purported Secured Interests”) against any real property owned by SDC or any of SDC’s affiliated entities created and existing as part of the Project (including but not limited to SilverRock Phase I, LLC, SilverRock Land II, LLC, SilverRock Lodging, LLC, SR Lifestyle Residences, LLC, SR Luxury Residences, LLC, RGC PA789, LLC, and Robert Green Company, collectively all referred to herein as “SDC” or “Developer”).

ADDITIONALLY, THE CITY OF LA QUINTA HEREBY FURTHER DEMANDS THAT SDC AND ITS AFFILIATED ENTITIES, INCLUDING THE ROBERT GREEN COMPANY, IMMEDIATELY TERMINATE AND RELEASE, AND REMOVE FROM RECORD TITLE, all Purported Secured Interests identified in Attachment 2 to this letter.

Any and all Purported Secured Interests are in violation of the PSDA, have not been authorized by the City as required by the PSDA, and are void and unenforceable pursuant to the PSDA, Development Agreement, and other agreements between the City and SDC relating to the Project.

Notably, SDC has not notified the City of very recent activity since June 30, 2024, purporting to claim mechanics liens for Developer when Developer was not a contractor or sub-contractor for construction work, and purporting to convert unapproved equity investor-interests in the Project into a Purported Secured Interest.

Rather, the City learned about this unauthorized activity through third parties, which further evidences SDC’s knowledge and willingness to act in bad faith, both willfully and recklessly, in violation of the PSDA, Development Agreement, and other agreements between the City and SDC relating to the Project, as well as other rights available at law and in equity to the City to protect its contractual and legal interests in the construction and use of the Project, the real property relating thereto, and the real property owned by the City surrounding the Project.

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As reflected in the attached Notice of Default, SDC was in DEFAULT under the PSDA for failing to perform by June 30, 2024, which, pursuant to the PSDA, must be cured within 30 days of delivery of the Notice of Default, *i.e.*, within 30 days of July 1, 2024. Significantly, SDC may cure this default only as long as SDC performs, and performs to completion, under that certain MEMORANDUM OF UNDERSTANDING AND AGREEMENT RELATING TO DEFAULT AND DEVELOPER REQUIREMENTS (“MOU”) dated May 24, 2024 (“MOU”), by and among the City, Developer (and Developer’s affiliated entities), Poppy Bank (“Poppy”), Cypress Point Holdings, LLC (“Cypress”), RD Olson Construction, Inc. (“Olson”), Granite Construction Company (“Granite”), Montage North America, LLC (“Montage”), and Christopher M. George (“CMG,” and collectively, all parties to the MOU are referred to as the “MOU Parties”).

The recent actions taken by SDC—again, without notification to or authorization by the City—are not in accordance with the MOU and evidence a willful and reckless resolve by SDC *not* to cooperate, as SDC is required to do under the MOU and pursuant to the July 1, 2024 Notice of Default. (Attachment 1: July 1, 2024 Notice of Default.)

Evidence of SDC’s unauthorized actions, which require the delivery of this CEASE AND DESIST DEMAND, are attached, which have recorded documents allegedly showing Purported Secured Interests—again, executed and recorded without knowledge or approval of the City and in willful and reckless violation of the MOU and PSDA—recorded on or after July 1, 2024, *i.e.*, after SDC’s Default. As noted above, these Purported Secured Interests, and any others previously or later executed and recorded without the consent and approval of the City, are void and unenforceable. (Attachment 2: Purported Secured Interests: Four Purported Mechanics Liens recorded July 2, 2024; Purported Third Deed of Trust, allegedly for the benefit of Axia Talus, LLC; Two Purported Mechanics Liens recorded July 1, 2024.)

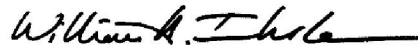
The City hereby retains and reserves any and all rights and remedies available at law or in equity, including those available under any and all provisions of the MOU, that certain AGREEMENT TO WAIVE AND MODIFY NOTICE AND CURE PERIOD (PURCHASE, SALE, AND DEVELOPMENT AGREEMENT) (Cypress Point Holdings LLC Trustee Notice), dated February 7, 2024, between the City and Developer (the “Waiver And Modification Agreement”), the PSDA (including Amendment No. 5), and the Development Agreement, due to SDC’s Default and any and all anticipatory default(s).

Additionally, pursuant to Sections 508 and 509 of the Original PSDA and Section 7.1 of Amendment No. 5, the City retains and reserves all of its rights cumulatively, and does not waive any other default(s) that Developer may otherwise now or in the future have by delivery of this CEASE AND DESIST DEMAND.

Crosbie Gliner Schiffman et al.
SilverRock Development Company, LLC
Caldarelli Hejmanowski Page & Leer
The Robert Green Company
July 10, 2024
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Your attention to this matter and immediate compliance is required and demanded.

RUTAN & TUCKER, LLP



William H. Ihrke
City Attorney, City of La Quinta

WHI:lr

Attachments

Attachment 1: July 1, 2024 Notice of Default

Attachment 2: Purported Secured Interests

cc: Jon McMillen, City Manager (email only)

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|---|--|
| Clinton L. Blain, Attorney at Law 3990 Old Town Avenue, Suite B-101 San Diego, CA 92110 Attention: Clinton Blain, Esq. | Construction Notice Services 9520 Padgett St., Ste 208 San Diego, California, 92126 Attention: Naomi Samuela, Authorized Agent |
| Michelman & Robinson, LLP 10880 Wilshire Blvd. 19 th Floor Los Angeles, CA 90024 Attn: Edward D. Vaisbort, Esq. Attn: Eric Rans, Esq. evaisbort@mrlip.com ERans@mrlip.com | Abbey, Weitzenberg, Warren & Emery 100 Stony Point Rd, Ste. 200 Santa Rosa, CA 95401 Attn: Mitchell B. Greenberg, Esq. mgreenberg@abbeylaw.com |
| First Pathway Partners Attn: Dan Wycklendt 311 E. Chicago Street, Suite 510 Milwaukee, WI 53202 | Keillor Capital Attn: Eric Keillor 2429 W. Coast Hwy, suite 210 Newport Beach, CA 92663 |

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Caldarelli Hejmanowski Page & Leer
The Robert Green Company
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| Silver Arch Capital Attn: Jeff Wolfer 411 Hackensack Ave, Suite 803 Hackensack, NJ 07601 | Ziegler Investment Banking Attn: Aaron Gadouas One North Wacker Drive, Suite 2000 Chicago, Illinois 60606 |
| Axia Talus, LLC 4421 N. Thanksgiving Way, Ste. 204 Lehi, UT 84043 Attention: Jeremy Long | |

Attachment 1

July 1, 2024

VIA E-MAIL AND
REGISTERED FIRST CLASS MAIL
RETURN RECEIPT REQUESTED

SilverRock Development Company, LLC
c/o The Robert Green Company
3551 Fortuna Ranch Road
Encinitas, CA 92024
Attention: Robert Green

Re: Notice of Default of Purchase, Sale, and Development Agreement
Amendment No. 5

Robert:

As public records reflect, the City of La Quinta ("City") and SilverRock Development Company, LLC ("Developer" or "SDC"), entered into a Purchase, Sale, and Development Agreement on or about November 19, 2014 ("Original PSDA"), as amended by that certain Amendment No. 1 to PSDA dated on or about October 29, 2015 ("Amendment No. 1"), that certain Amendment No. 2 to PSDA dated on or about April 18, 2017 ("Amendment No. 2"), that certain Amendment No. 3 to PSDA dated on or about November 28, 2018 ("Amendment No. 3"), that certain Amendment No. 4 dated on or about October 12, 2021 ("Amendment No. 4") and that certain Amendment No. 5 dated on or about November 16, 2023 ("Amendment No. 5" and collectively referred to as the "PSDA") for the SilverRock Resort Project, renamed Talus project (the "Project"). Under Amendments Nos. 4 and 5, the Developer and City memorialized the City-approved Revised Capitalization that was then presented to the City by Developer.

Revised Capitalization & Schedule of Performance

Recital K, Sections 2 and 3, and the revised Schedule of Performance of Amendment No. 5 address Developer's obligations with respect to the "Bridge Loans," "Recapitalization Lenders," and "Recapitalization Loans" (all as defined therein). Additionally, pursuant to Sections 2 and 7.9 of Amendment No. 5, Developer had the obligations to deliver to the City Attorney and City

Manager for review a copy of all loan documents in a sufficiently final draft form relating to the Bridge Loans and Recapitalization Loans.

Pursuant to the revised Schedule of Performance in Amendment No. 5, Developer was to use diligent efforts to complete the closing of the Recapitalization Loans by January 1, 2024; provided, however, that, pursuant to Section 3 of Amendment No. 5 and Footnote 1 of the revised Schedule of Performance, Developer had until June 30, 2024, as the outside date to close on the Recapitalization Loans.

Default and Cure

YOU ARE HEREBY ON NOTICE that, pursuant to Section 501 of the Original PSDA, which remains binding and operative pursuant to Section 7.1 of Amendment No. 5, the City hereby declares the Developer in "Default" of its obligations under the PSDA. This letter serves as written Notice of the Default and cure of the Default is governed by Article 500, and specifically Section 501, of the Original PSDA. In accordance with Section 501, Developer shall have thirty (30) days from receipt of this Notice of Default to cure the Defaults referenced herein: (a) failure to deliver a copy to the City Attorney and City Manager of all loan documents in a sufficiently final draft form for the Bridge Loans and Recapitalization Loans, and (b) failure to close on the Recapitalization Loans with the Recapitalization Lenders.

Provided that Developer and Developer's affiliated entities perform, and perform to completion, under that certain MEMORANDUM OF UNDERSTANDING AND AGREEMENT RELATING TO DEFAULT AND DEVELOPER REQUIREMENTS ("MOU") dated May 24, 2024 ("MOU"), by and among the City, Developer (and Developer's affiliated entities), Poppy Bank ("Poppy"); Cypress Point Holdings, LLC ("Cypress"), RD Olson Construction, Inc. ("Olson"), Granite Construction Company ("Granite"), Montage North America, LLC ("Montage"), and Christopher M. George ("CMG," and collectively, all parties to the MOU are referred to as the "MOU Parties"), Developer shall be deemed by the City to be taking actions to cure the Defaults identified in the Notice of Default.

Additionally, the City hereby retains and reserves any and all rights and remedies available at law or in equity, including those available under any and all provisions of the MOU, that certain AGREEMENT TO WAIVE AND MODIFY NOTICE AND CURE PERIOD (PURCHASE, SALE, AND DEVELOPMENT AGREEMENT) (Cypress Point Holdings LLC Trustee Notice), dated February 7, 2024, between City and Developer (the "Waiver And Modification Agreement"), and the PSDA (including Amendment No. 5), due to Developer's Default and any and all anticipatory default(s). Additionally, pursuant to Sections 508 and 509 of the Original PSDA and Section 7.1 of Amendment No. 5, the City retains and reserves all of its rights cumulatively, and does not

waive any other default(s) that Developer may otherwise now or in the future have by delivery of this Notice of Default.

Should you have any questions and to schedule a meeting, please contact me at (760) 777-7100.

Sincerely,



Jon McMillen
City Manager

cc: Bill Ihrke, City Attorney (via email)

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| Clinton L. Blain, Attorney at Law 3990 Old Town Avenue, Suite B-101 San Diego, CA 92110 Attention: Clinton Blain, Esq. | Crosbie Gliner Schiffman et al. 12750 High Bluff Drive, Suite 250 San Diego, California 92130 Attention: Dana Schiffman Attention: Thomas Crosbey dschiffman@cgs3.com tcrosbie@cgs3.com |
| Caldarelli Hejmanowski Page & Leer 3398 Carmel Mountain Road Suite 250 San Diego, CA 92121 Attention: William Caldarelli, Esq. wjc@chpllaw.com | |
| Michelman & Robinson, LLP 10880 Wilshire Blvd. 19th Floor Los Angeles, CA 90024 Attn: Edward D. Vaisbort, Esq. Attn: Eric Rans, Esq. evaisbort@mrlip.com ERans@mrlip.com | Abbey, Weitzenberg, Warren & Emery 100 Stony Point Rd, Ste. 200 Santa Rosa, CA 95401 Attn: Mitchell B. Greenberg, Esq. mgreenberg@abbeylaw.com |

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| First Pathway Partners Attn: Dan Wycklendt 311 E. Chicago Street, Suite 510 Milwaukee, WI 53202 | Keillor Capital Attn: Eric Keillor 2429 W. Coast Hwy, suite 210 Newport Beach, CA 92663 |
| Silver Arch Capital Attn: Jeff Wolfer 411 Hackensack Ave, Suite 803 Hackensack, NJ 07601 | Ziegler Investment Banking Attn: Aaron Gadouas One North Wacker Drive, Suite 2000 Chicago, Illinois 60606 |

Attachment 2

Recording Requested by
And When Recorded Mail To:

THE ROBERT GREEN COMPANY,
343 FOURTH AVENUE,
SAN DIEGO, CA 92101

**This document was electronically submitted
to the County of Riverside for recording**
Received by: NORMA #248

Space Above This Line For Recorder's Use

MECHANICS LIEN

The undersigned claimant, THE ROBERT GREEN COMPANY, 343 FOURTH AVENUE, SAN DIEGO, CA 92101, claims a lien for labor, services, equipment, and/or materials under California Civil Code Section 8416 et seq., upon the premises hereinafter described, and upon every estate or interest in such structures, improvements and premises held by any party holding any estate therein.

The labor, services, equipment, and/or materials, were furnished for the construction of those buildings, improvements, or structures, now upon that certain parcel of land situated in the County of RIVERSIDE, State of California, said land described as follows: PENDRY RESIDENCES AND CLUBHOUSE PROJECT BUILDINGS 1-11 & CLUBHOUSE, APN: 777-490-046, SEE EXHIBIT 'A' FOR ADDRESSES, LA QUINTA, CA 92253.

The sum of \$144,702.00 together with interest thereon at the rate of 0.00 percent per annum from July 2, 2024, is due claimant (after deducting all just credits and offsets) for the following work and/or material furnished by claimant: DEVELOPMENT MANAGEMENT SERVICES (OVERSEE PROJECT DESIGN AND CONSTRUCTION).

Claimant furnished the work and/or materials at the request of, or under contract with: SILVERROCK DEVELOPMENT COMPANY, LLC, 343 FOURTH AVENUE, SAN DIEGO, CA 92101.

The owner(s) or reputed owner(s) of the property are: SILVERROCK DEVELOPMENT COMPANY, LLC, 343 FOURTH AVENUE, SAN DIEGO, CA 92101 (Owner), SILVERROCK PHASE 1, LLC, 343 FOURTH AVENUE, SAN DIEGO, CA 92101 (Owner), SILVERROCK LIFESTYLE RESIDENCES, LLC, 343 FOURTH AVENUE, SAN DIEGO, CA 92101 (Lessee).

Firm Name: THE ROBERT GREEN COMPANY,



Naomi Samuela / Authorized Agent

EXHIBIT 'A'

| <u>Bldg.</u> | <u>Address</u> |
|---------------------|--------------------------------------|
| 1 | 52-400 Summit Circle, La Quinta, CA |
| 2 | 52-410 Summit Circle, La Quinta, CA |
| 3 | 52-420 Summit Circle, La Quinta, CA |
| 4 | 52-430 Summit Circle, La Quinta, CA |
| 5 | 52-440 Summit Circle, La Quinta, CA |
| Clubhouse | 52-445 Summit Circle, La Qunita, CA |
| 6 | 52-450 Summit Circle, La Quinta, CA |
| 7 | 52-460 Sunrise Circle, La Quinta, CA |
| 8 | 52-470 Sunrise Circle, La Quinta, CA |
| 9 | 52-480 Sunrise Circle, La Quinta, CA |
| 10 | 52-490 Sunrise Circle, La Quinta, CA |
| 11 | 52-500 Sunrise Circle, La Quinta, CA |

VERIFICATION

I, the undersigned, say: I am the Authorized Agent of the claimant of the foregoing mechanics lien: I have read said claim of mechanics lien and know the contents thereof: the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 2, 2024, at San Diego, California.

Firm Name: THE ROBERT GREEN COMPANY,



Naomi Samuela / Authorized Agent

**PROOF OF SERVICE AFFIDAVIT
DECLARATION OF SERVICE BY MAIL**
California Civil Code Section 8416 (a)(7) & (c)(1)

I, Naomi Samuela, as Lien Preparer, declare that we, Construction Notice Services, Inc., served copies of this Mechanics Lien and Notice of Mechanics Lien on PENDRY RESIDENCES AND CLUBHOUSE PROJECT BUILDINGS 1-11 & CLUBHOUSE, APN: 777-490-046, SEE EXHIBIT 'A' FOR ADDRESSES, LA QUINTA, CA 92253 by first class certified mail, postage prepaid, on July 2, 2024, at the San Diego/Mira Mesa California Post Office.

Copies of this Mechanics Lien and Notice of Mechanics Lien were mailed to the Property Owner(s) or Reputed Owner(s), SILVERROCK DEVELOPMENT COMPANY, LLC, 343 FOURTH AVENUE, SAN DIEGO, CA 92101.

I declare, under penalty of perjury, that the foregoing is true and correct. Executed on July 2, 2024, at San Diego, California.

Firm Name: THE ROBERT GREEN COMPANY,



Naomi Samuela / Authorized Agent
(CAML002848)

**NOTICE OF MECHANICS LIEN
ATTENTION!**

Upon the recording of the enclosed MECHANICS LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanics lien is recorded.

The party identified in the enclosed mechanics lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanics lien foreclosure action against your property. The foreclosure action will seek a sale of your property in order to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics lien is released.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS LIENS GO TO THE CONTRACTORS' STATE LICENSE BOARD WEB SITE AT www.cslb.ca.gov.

**PROOF OF SERVICE AFFIDAVIT
DECLARATION OF SERVICE BY MAIL**
California Civil Code Section 8416 (a)(7) & (c)(1)

I, Naomi Samuela, as Lien Preparer, declare that we, Construction Notice Services, Inc., served copies of this Mechanics Lien and Notice of Mechanics Lien on PENDRY RESIDENCES AND CLUBHOUSE PROJECT BUILDINGS 1-11 & CLUBHOUSE, APN: 777-490-046, SEE EXHIBIT 'A' FOR ADDRESSES, LA QUINTA, CA 92253 by first class certified mail, postage prepaid, on July 2, 2024, at the San Diego/Mira Mesa California Post Office.

Copies of this Mechanics Lien and Notice of Mechanics Lien were mailed to the Property Owner(s) or Reputed Owner(s), SILVERROCK PHASE 1, LLC, 343 FOURTH AVENUE, SAN DIEGO, CA 92101.

I declare, under penalty of perjury, that the foregoing is true and correct. Executed on July 2, 2024, at San Diego, California.

Firm Name: THE ROBERT GREEN COMPANY,



Naomi Samuela / Authorized Agent
(CAML002848)

**NOTICE OF MECHANICS LIEN
ATTENTION!**

Upon the recording of the enclosed MECHANICS LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanics lien is recorded.

The party identified in the enclosed mechanics lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanics lien foreclosure action against your property. The foreclosure action will seek a sale of your property in order to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics lien is released.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS LIENS GO TO THE CONTRACTORS' STATE LICENSE BOARD WEB SITE AT www.cslb.ca.gov.

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And When Recorded Mail To:

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343 FOURTH AVENUE,
SAN DIEGO, CA 92101

**This document was electronically submitted
to the County of Riverside for recording**
Received by: NORMA #248

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MECHANICS LIEN

The undersigned claimant, THE ROBERT GREEN COMPANY, 343 FOURTH AVENUE, SAN DIEGO, CA 92101, claims a lien for labor, services, equipment, and/or materials under California Civil Code Section 8416 et seq., upon the premises hereinafter described, and upon every estate or interest in such structures, improvements and premises held by any party holding any estate therein.

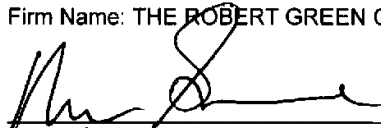
The labor, services, equipment, and/or materials, were furnished for the construction of those buildings, improvements, or structures, now upon that certain parcel of land situated in the County of RIVERSIDE, State of California, said land described as follows: GOLF CLUBHOUSE PROJECT, 52-245 TALUS WAY, (FORMERLY SILVERROCK WAY) APN: 777-490-077, 078 & 079, LA QUINTA, CA 92253.

The sum of \$358,373.00 together with interest thereon at the rate of 0.00 percent per annum from July 2, 2024, is due claimant (after deducting all just credits and offsets) for the following work and/or material furnished by claimant: DEVELOPMENT MANAGEMENT SERVICES (OVERSEE PROJECT DESIGN AND CONSTRUCTION).

Claimant furnished the work and/or materials at the request of, or under contract with: SILVERROCK DEVELOPMENT COMPANY, LLC, 343 FOURTH AVENUE, SAN DIEGO, CA 92101.

The owner(s) or reputed owner(s) of the property are: SILVERROCK DEVELOPMENT COMPANY, LLC, 343 FOURTH AVENUE, SAN DIEGO, CA 92101 (Owner), SILVERROCK PHASE I, LLC, 343 FOURTH AVENUE, SAN DIEGO, CA 92101 (Owner), SILVERROCK LODGING, LLC, 343 FOURTH AVENUE, SAN DIEGO, CA 92101 (Lessee).

Firm Name: THE ROBERT GREEN COMPANY,




Naomi Samuela / Authorized Agent

VERIFICATION

I, the undersigned, say: I am the Authorized Agent of the claimant of the foregoing mechanics lien: I have read said claim of mechanics lien and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 2, 2024, at San Diego, California.

Firm Name: THE ROBERT GREEN COMPANY,



Naomi Samuela / Authorized Agent


**PROOF OF SERVICE AFFIDAVIT
DECLARATION OF SERVICE BY MAIL**
California Civil Code Section 8416 (a)(7) & (c)(1)

I, Naomi Samuela, as Lien Preparer, declare that we, Construction Notice Services, Inc., served copies of this Mechanics Lien and Notice of Mechanics Lien on GOLF CLUBHOUSE PROJECT, 52-245 TALUS WAY, (FORMERLY SILVERROCK WAY) APN: 777-490-077, 078 & 079, LA QUINTA, CA 92253 by first class certified mail, postage prepaid, on July 2, 2024, at the San Diego/Mira Mesa California Post Office.

Copies of this Mechanics Lien and Notice of Mechanics Lien were mailed to the Property Owner(s) or Reputed Owner(s), SILVERROCK DEVELOPMENT COMPANY, LLC, 343 FOURTH AVENUE, SAN DIEGO, CA 92101.

I declare, under penalty of perjury, that the foregoing is true and correct. Executed on July 2, 2024, at San Diego, California.

Firm Name: THE ROBERT GREEN COMPANY,



Naomi Samuela / Authorized Agent
(CAML002846)

**NOTICE OF MECHANICS LIEN
ATTENTION!**

Upon the recording of the enclosed MECHANICS LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanics lien is recorded.

The party identified in the enclosed mechanics lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanics lien foreclosure action against your property. The foreclosure action will seek a sale of your property in order to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics lien is released.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS LIENS GO TO THE CONTRACTORS' STATE LICENSE BOARD WEB SITE AT www.cslb.ca.gov.

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DECLARATION OF SERVICE BY MAIL**
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Copies of this Mechanics Lien and Notice of Mechanics Lien were mailed to the Property Owner(s) or Reputed Owner(s), SILVERROCK PHASE I, LLC, 343 FOURTH AVENUE, SAN DIEGO, CA 92101.

I declare, under penalty of perjury, that the foregoing is true and correct. Executed on July 2, 2024, at San Diego, California.

Firm Name: THE ROBERT GREEN COMPANY,



Naomi Samuela / Authorized Agent
(CAML002846)

**NOTICE OF MECHANICS LIEN
ATTENTION!**

Upon the recording of the enclosed MECHANICS LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanics lien is recorded.

The party identified in the enclosed mechanics lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanics lien foreclosure action against your property. The foreclosure action will seek a sale of your property in order to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics lien is released.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS LIENS GO TO THE CONTRACTORS' STATE LICENSE BOARD WEB SITE AT www.csilb.ca.gov.

Recording Requested by
And When Recorded Mail To:

THE ROBERT GREEN COMPANY,
343 FOURTH AVENUE,
SAN DIEGO,, CA 92101

**This document was electronically submitted
to the County of Riverside for recording**
Received by: NORMA #248

Space Above This Line For Recorder's Use

MECHANICS LIEN

The undersigned claimant, THE ROBERT GREEN COMPANY, 343 FOURTH AVENUE, SAN DIEGO,, CA 92101, claims a lien for labor, services, equipment, and/or materials under California Civil Code Section 8416 et seq., upon the premises hereinafter described, and upon every estate or interest in such structures, improvements and premises held by any party holding any estate therein.

The labor, services, equipment, and/or materials, were furnished for the construction of those buildings, improvements, or structures, now upon that certain parcel of land situated in the County of RIVERSIDE, State of California, said land described as follows: PENDRY HOTEL PROJECT, 52-155 TALUS WAY (FORMERLY SILVERROCK WAY) APN: 777-490-073, 074, 075 & 080 LA QUINTA, CA 92253.

The sum of \$25,059.00 together with interest thereon at the rate of 0.00 percent per annum from July 2, 2024, is due claimant (after deducting all just credits and offsets) for the following work and/or material furnished by claimant: DEVELOPMENT MANAGEMENT SERVICES (OVERSEE PROJECT DESIGN AND CONSTRUCTION).

Claimant furnished the work and/or materials at the request of, or under contract with: SILVERROCK DEVELOPMENT COMPANY, LLC, 343 FOURTH AVENUE, SAN DIEGO, CA 92101.

The owner(s) or reputed owner(s) of the property are: SILVERROCK DEVELOPMENT COMPANY, LLC, 343 FOURTH AVENUE, SAN DIEGO, CA 92101 (Owner), SILVERROCK PHASE I, LLC, 343 FOURTH AVENUE, SAN DIEGO, CA 92101 (Owner), SILVERROCK LODGING, LLC, 343 FOURTH AVENUE, SAN DIEGO, CA 92101 (Lessee).

Firm Name: THE ROBERT GREEN COMPANY,



Naomi Samuela / Authorized Agent

VERIFICATION

I, the undersigned, say: I am the Authorized Agent of the claimant of the foregoing mechanics lien: I have read said claim of mechanics lien and know the contents thereof: the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 2, 2024, at San Diego, California.

Firm Name: THE ROBERT GREEN COMPANY,

A handwritten signature in black ink, appearing to read 'Naomi Samuëla', written over a horizontal line.

Naomi Samuëla / Authorized Agent

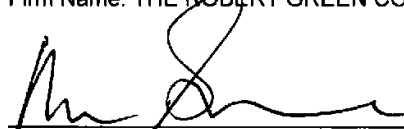
**PROOF OF SERVICE AFFIDAVIT
DECLARATION OF SERVICE BY MAIL**
California Civil Code Section 8416 (a)(7) & (c)(1)

I, Naomi Samuela, as Lien Preparer, declare that we, Construction Notice Services, Inc., served copies of this Mechanics Lien and Notice of Mechanics Lien on PENDRY HOTEL PROJECT, 52-155 TALUS WAY (FORMERLY SILVERROCK WAY) APN: 777-490-073, 074, 075 & 080 LA QUINTA, CA 92253 by first class certified mail, postage prepaid, on July 2, 2024, at the San Diego/Mira Mesa California Post Office.

Copies of this Mechanics Lien and Notice of Mechanics Lien were mailed to the Property Owner(s) or Reputed Owner(s), SILVERROCK DEVELOPMENT COMPANY, LLC, 343 FOURTH AVENUE, SAN DIEGO, CA 92101.

I declare, under penalty of perjury, that the foregoing is true and correct. Executed on July 2, 2024, at San Diego, California.

Firm Name: THE ROBERT GREEN COMPANY,



Naomi Samuela / Authorized Agent
(CAML002845)

**NOTICE OF MECHANICS LIEN
ATTENTION!**

Upon the recording of the enclosed MECHANICS LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanics lien is recorded.

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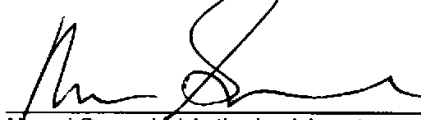
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I declare, under penalty of perjury, that the foregoing is true and correct. Executed on July 2, 2024, at San Diego, California.

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Naomi Samuela / Authorized Agent
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Recording Requested by
And When Recorded Mail To:

THE ROBERT GREEN COMPANY,
343 FOURTH AVENUE,
SAN DIEGO, CA 92101

**This document was electronically submitted
to the County of Riverside for recording**
Received by: NORMA #248

Space Above This Line For Recorder's Use

MECHANICS LIEN

The undersigned claimant, THE ROBERT GREEN COMPANY, 343 FOURTH AVENUE, SAN DIEGO, CA 92101, claims a lien for labor, services, equipment, and/or materials under California Civil Code Section 8416 et seq., upon the premises hereinafter described, and upon every estate or interest in such structures, improvements and premises held by any party holding any estate therein.

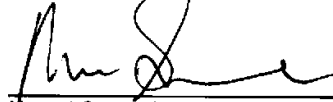
The labor, services, equipment, and/or materials, were furnished for the construction of those buildings, improvements, or structures, now upon that certain parcel of land situated in the County of RIVERSIDE, State of California, said land described as follows: MEETING, CONFERENCE AND SHARED SERVICES PROJECT, 52-005 TALUS WAY, (FORMERLY SILVERROCK WAY), APN: 777-490-072 & 076, LA QUINTA, CA 92253.

The sum of \$772,734.00 together with interest thereon at the rate of 0.00 percent per annum from July 2, 2024, is due claimant (after deducting all just credits and offsets) for the following work and/or material furnished by claimant: DEVELOPMENT MANAGEMENT SERVICES (OVERSEE PROJECT DESIGN AND CONSTRUCTION).

Claimant furnished the work and/or materials at the request of, or under contract with: SILVERROCK DEVELOPMENT COMPANY, LLC, 343 FOURTH AVENUE, SAN DIEGO, CA 92101.

The owner(s) or reputed owner(s) of the property are: SILVERROCK DEVELOPMENT COMPANY, LLC, 343 FOURTH AVENUE, SAN DIEGO, CA 92101 (Owner), SILVERROCK PHASE I, LLC, 343 FOURTH AVENUE, SAN DIEGO, CA 92101 (Owner), SILVERROCK LODGING, LLC, 343 FOURTH AVENUE, SAN DIEGO, CA 92101 (Lessee).

Firm Name: THE ROBERT GREEN COMPANY,



Naomi Samuela / Authorized Agent

VERIFICATION

I, the undersigned, say: I am the Authorized Agent of the claimant of the foregoing mechanics lien: I have read said claim of mechanics lien and know the contents thereof: the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 2, 2024, at San Diego, California.

Firm Name: THE ROBERT GREEN COMPANY,



Naomi Samuela / Authorized Agent

**PROOF OF SERVICE AFFIDAVIT
DECLARATION OF SERVICE BY MAIL**
California Civil Code Section 8416 (a)(7) & (c)(1)

I, Naomi Samuela, as Lien Preparer, declare that we, Construction Notice Services, Inc., served copies of this Mechanics Lien and Notice of Mechanics Lien on MEETING, CONFERENCE AND SHARED SERVICES PROJECT, 52-005 TALUS WAY, (FORMERLY SILVERROCK WAY), APN: 777-490-072 & 076, LA QUINTA, CA 92253 by first class certified mail, postage prepaid, on July 2, 2024, at the San Diego/Mira Mesa California Post Office.

Copies of this Mechanics Lien and Notice of Mechanics Lien were mailed to the Property Owner(s) or Reputed Owner(s), SILVERROCK DEVELOPMENT COMPANY, LLC, 343 FOURTH AVENUE, SAN DIEGO, CA 92101.

I declare, under penalty of perjury, that the foregoing is true and correct. Executed on July 2, 2024, at San Diego, California.

Firm Name: THE ROBERT GREEN COMPANY,



Naomi Samuela / Authorized Agent
(CAML002844)

**NOTICE OF MECHANICS LIEN
ATTENTION!**

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DECLARATION OF SERVICE BY MAIL**
California Civil Code Section 8416 (a)(7) & (c)(1)

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I declare, under penalty of perjury, that the foregoing is true and correct. Executed on July 2, 2024, at San Diego, California.

Firm Name: THE ROBERT GREEN COMPANY,



Naomi Samuela / Authorized Agent
(CAML002844)

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CHICAGO TITLE COMPANY
COMMERCIAL DIVISION
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Axia Talus, LLC
4421 N. Thanksgiving Way Ste 204
Lehi, UT 84043
Attn: Jeremy Long

This document was electronically submitted to the County of Riverside for recording
Received by: MELINA #675

SPACE ABOVE THIS LINE FOR RECORDER'S USE

THIRD DEED OF TRUST AND FIXTURE FILING WITH ASSIGNMENT OF RENTS
(This Deed of Trust contains an acceleration clause)

This THIRD DEED OF TRUST AND FIXTURE FILING WITH ASSIGNMENT OF RENTS ("Deed of Trust"), made and effective as of July 1, 2024, between SilverRock Development Company, LLC, a Delaware limited liability company, herein called "TRUSTOR," whose address is 343 Fourth Avenue, San Diego, California 92101, Chicago Title Company, a California corporation or its designated affiliate or nominee, herein called "TRUSTEE," and Axia Talus, LLC, a Utah limited liability company, herein called "BENEFICIARY".

WITNESSETH: That Trustor does hereby give, grant, bargain, sell, warrant, convey, mortgage, transfer, grant a security interest in, set over, deliver, confirm and convey unto Trustee, in Trust, with Power of Sale and right of entry upon the terms and conditions of this Deed of Trust that property in the County of Riverside, State of California, as described in Exhibit A incorporated herein by reference, together with all buildings, structures, facilities and other improvements now or hereafter located on the property, and all building material, building equipment, supplies and fixtures of every kind and nature now or hereafter located on the property or attached to, contained in or used in connection with any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, and the rents, issues and profits of all of the foregoing, owned by Trustor or in which Trustor has or shall acquire an interest (collectively, the "Property"), subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of all obligations (including any Discretionary Advances (as defined in the Note)) at any time owing under that certain Secured Promissory Note payable by Trustor and SilverRock Phase I, LLC, collectively as maker, to the order of Beneficiary or order, executed concurrently herewith (the "Note"), evidencing a loan from Beneficiary to Trustor in the original principal amount of \$20,070,000, and (2) the performance of each agreement and obligation of Trustor incorporated by reference or contained herein and all costs of enforcement thereof and hereof.

If the Trustor shall sell or convey said Property or shall be divested of its title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

This instrument filed for record by Chicago Title Company as an accommodation only. It has not been examined as to its execution or as to its effect upon the title

SURETYSHIP WAIVERS. Given that the maker under the Note includes persons in addition to Trustor, to the extent that the laws of the State of California would characterize Trustor as a guarantor or surety by virtue of Trustor's undertakings hereunder, Trustor makes the following waivers:

- a. Trustor hereby waives the rights and benefits under California Civil Code ("CC") Section 2819, and agrees that by doing so Trustor's liability shall continue even if the Beneficiary alters in any respect any obligations under Note which are deemed guaranteed by Trustor (for the purpose of this Suretyship Waivers Section such obligations are, collectively, the "Guaranteed Obligation") or the Beneficiary's remedies or rights against any maker under the Note (each, an "Obligor") are in any way impaired or suspended without Trustor's consent.
- b. Trustor hereby waives any and all benefits and defenses under CC Section 2810 and agrees that by doing so Trustor is liable even if the Obligor had no liability at the time of execution of the Note or thereafter ceased to be liable. Trustor hereby waives any and all benefits and defenses under CC Section 2809 and agrees that by doing so Trustor's liability may be larger in amount and more burdensome than that of the Obligor.
- c. Trustor hereby waives any and all benefits and defenses under CC Sections 2845, 2849, 2850, 2899 and 3433, including, without limitation, the right to require the Beneficiary to (i) proceed against the Obligor or any other guarantor or pledgor, (ii) proceed against or exhaust any security or collateral the Beneficiary may hold, or (iii) pursue any other right or remedy for Trustor's benefit, and agrees that the Beneficiary may proceed against Trustor for the Guaranteed Obligation without taking any action against the Obligor or any other guarantor or pledgor and without proceeding against or exhausting any security or collateral the Beneficiary holds. Trustor agrees that the Beneficiary may unqualifiedly exercise in its sole and absolute discretion, any or all rights and remedies available to it against the Obligor or any other guarantor or pledgor without impairing the Beneficiary's rights and remedies in enforcing the provisions of this Deed of Trust as to which Trustor is a guarantor or surety under the provisions of California law, under which Trustor's liabilities shall remain independent and unconditional. Trustor agrees that the Beneficiary's exercise of certain of such rights or remedies may affect or eliminate Trustor's right of subrogation or recovery against the Obligor and that Trustor may incur partially or totally non-reimbursable liability under this Deed of Trust. Without limiting the generality of the foregoing, Trustor expressly waives any and all benefits and defenses under or based upon (1) California Code of Civil Procedure ("CCP") Section 580a or 726(b), which would otherwise limit Trustor's liability after a non-judicial or judicial foreclosure sale to the difference between the obligations guaranteed herein and the fair market value or fair value, respectively, of the Property or interests sold at such non-judicial or judicial foreclosure sale, (2) CCP Sections 580b and 580d, which would otherwise limit the Beneficiary's right to recover a deficiency judgment with

respect to purchase money obligations and after a non-judicial or judicial foreclosure sale, respectively, (3) CCP Section 726 which, among other things, would otherwise require the Beneficiary to exhaust all of its security before a personal judgment may be obtained for a deficiency, and (4) Union Bank v. Gradsy or subsequent judicial decisions arising out of or related to CCP Sections 726, 580a, 580b or 580d.

- d. Without limiting the generality of the foregoing, Trustor waives all rights and defenses arising out of an election of remedies by the Beneficiary, even though that election of remedies, such as a nonjudicial or judicial foreclosure with respect to security for a Guaranteed Obligation, has destroyed Trustor's rights of subrogation and reimbursement against the Obligor by the operation of Section 580d of the California Code of Civil Procedure or otherwise. In addition, Trustor waives all rights and defenses that Trustor may have because the Guaranteed Obligation is secured by real property. This means, among other things:
- (1) The Beneficiary may collect from Trustor without first foreclosing on any real or personal property collateral pledged by any other Obligor.
 - (2) If the Beneficiary forecloses on any real property collateral pledged by any other Obligor:
 - (a) The amount of the Guaranteed Obligation may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price.
 - (b) The Beneficiary may collect from Trustor even if the Beneficiary, by foreclosing on the real property collateral, has destroyed any right Trustor may have to collect from the Obligor.

This is an unconditional and irrevocable waiver of any rights and defenses Trustor may have because the Guaranteed Obligation is secured by real property. These rights and defenses include, but are not limited to, any rights or defenses based upon Section 580a, 580b, 580d or 726 of the California Code of Civil Procedure.

- e. Trustor hereby waives all benefits and defenses under CC Sections 2847, 2848 and 2849 and agrees that Trustor shall have no right of subrogation or reimbursement against the Obligor, no right of subrogation against any collateral or security provided for the Note and no right of contribution against any other guarantor or pledgor unless and until all amounts due under the Note have been paid in full and the Beneficiary has released, transferred or disposed of all of its right, title and interest in any collateral or security. To the extent Trustor's waiver of these rights of subrogation, reimbursement or contribution as set forth herein is found by a court of

competent jurisdiction to be void or voidable for any reason, Trustor agrees that Trustor's rights of subrogation and reimbursement against the Obligor and Trustor's right of subrogation against any collateral or security shall be unconditionally junior and subordinate to the Beneficiary's rights against the Obligor and to the Beneficiary's right, title and interest in such collateral or security, and Trustor's right of contribution against any other guarantor or pledgor shall be unconditionally junior and subordinate to the Beneficiary's rights against such other guarantor or pledgor.

- f. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING OR ANY OTHER PROVISION HEREOF, TO THE EXTENT PERMITTED BY LAW, TRUSTOR EXPRESSLY WAIVES AND AGREES NOT TO ASSERT ANY AND ALL RIGHTS AND DEFENSES ARISING DIRECTLY OR INDIRECTLY UNDER ANY ONE OR MORE OF CALIFORNIA CIVIL CODE SECTIONS 2787 TO 2855 INCLUSIVE AND CHAPTER 2 OF TITLE 14, 2899 AND 3433 AND UNDER CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 580A, 580B, 580D AND 726.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in Exhibit B attached hereto.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

Trustor hereby irrevocably authorizes Beneficiary to execute and file in the appropriate state and county governmental records, as Beneficiary deems necessary or desirable, any and all financing statements covering all or any portion of the Property, as well as extensions, renewals, amendments and terminations thereof, in such form as Beneficiary deems necessary or desirable to perfect its security interest in the Property or any portion thereof.


-signature page follows-

IN WITNESS WHEREOF, the undersigned has executed this Deed of Trust as of the day and year first above written.

TRUSTOR:

SILVERROCK DEVELOPMENT COMPANY, LLC,
a Delaware limited liability company

By: ~~The Robert Green Company~~, its Manager

By: 
Name: ROBERT S. GREEN, JR.
Its: PRESIDENT & CEO

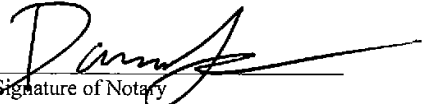
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
County of San Diego) §
)

On July 1, 2024, before me, Danielle Stob, a Notary Public, personally appeared Robert S. Green, Jr. who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.


Signature of Notary

(Affix seal here)

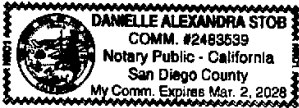


EXHIBIT A**LEGAL DESCRIPTION OF THE PROPERTY**

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

PARCEL B:

THAT PORTION OF PARCELS 4 AND 18 OF PARCEL MAP NO. 37207, IN THE CITY OF LA QUINTA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY A MAP FILED IN BOOK 242, PAGES 72 THROUGH 87, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

LOT "C" OF LOT LINE ADJUSTMENT NO. 2020-0010, RECORDED JULY 15, 2021 AS INSTRUMENT NO. 2021-0426711 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, AS DESCRIBED THEREIN.

PORTION APNS 777-490-041, 777-490-036 AND 777-490-051

PARCEL C:

THAT PORTION OF PARCEL 3 OF PARCEL MAP NO. 37207, IN THE CITY OF LA QUINTA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY A MAP FILED IN BOOK 242, PAGES 72 THROUGH 87, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

LOT "B" OF LOT LINE ADJUSTMENT NO. 2020-0010, RECORDED JULY 16, 2021 AS INSTRUMENT NO. 2021-0428113 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, AS DESCRIBED THEREIN.

APN 777-490-037, 777-490-039 AND A PORTION OF 777-490-040

PARCEL G:

THAT PORTION OF PARCELS 6 AND 7 OF PARCEL MAP NO. 37207, IN THE CITY OF LA QUINTA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY A MAP FILED IN BOOK 242, PAGES 72 THROUGH 87, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL "A" OF LOT LINE ADJUSTMENT NO. 2020-0005, RECORDED SEPTEMBER 2, 2021 AS INSTRUMENT NO. 2021-0527060 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, AS DESCRIBED THEREIN.

PORTION APNS 777-490-043 AND 777-490-044

PARCEL H:

THAT PORTION OF PARCELS 6, 7 AND 8 OF PARCEL MAP NO. 37207, IN THE CITY OF LA QUINTA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY A MAP FILED IN BOOK 242, PAGES 72 THROUGH 87, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL "B" OF LOT LINE ADJUSTMENT NO. 2020-0005, RECORDED SEPTEMBER 2, 2021 AS INSTRUMENT NO. 2021-0527060 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, AS DESCRIBED THEREIN.

PORTION APNS 777-490-043, 777-490-044 AND 777-490-045

PARCEL I:

THAT PORTION OF PARCELS 7 AND 8 OF PARCEL MAP NO. 37207, IN THE CITY OF LA QUINTA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY A MAP FILED IN BOOK 242, PAGES 72 THROUGH 87, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL "C" OF LOT LINE ADJUSTMENT NO. 2020-0005, RECORDED SEPTEMBER 2, 2021 AS INSTRUMENT NO. 2021-0527060 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, AS DESCRIBED THEREIN.

PORTION APNS 777-490-044 AND 777-490-045

PARCEL J:

PARCEL 5 AND LETTERED PARCELS D, E, F AND G OF PARCEL MAP NO. 37207, AS SHOWN BY A MAP FILED IN BOOK 242, PAGES 72 THROUGH 87, INCLUSIVE OF PARCEL MAPS, IN THE CITY OF LA QUINTA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

RESERVING THEREFROM PARCELS 5 AND 12, ALL OIL, GAS, HYDROCARBON SUBSTANCES, AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND OCCUPY ALL PARTS OF THE PHASE 1A AND 1B PROPERTY LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID PHASE 1A AND 1B PROPERTY OR OTHER LANDS, BUT WITHOUT, HOWEVER, ANY RIGHT TO USE EITHER THE SURFACE FROM SAID PHASE 1A AND 1B PROPERTY OR ANY PORTION THEREOF WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, OR TO USE THE PHASE 1A AND 1B PROPERTY IN SUCH A MANNER AS TO CREATE A DISTURBANCE TO THE USE OR ENJOYMENT OF THE PHASE 1A AND 1B PROPERTY, AS RESERVED BY THE CITY OF LA QUINTA, A CALIFORNIA MUNICIPAL CORPORATION AND CHARTER CITY, IN THE GRANT DEED RECORDED NOVEMBER 28, 2018, AS INSTRUMENT NO. 2018-0464674 AND RECORDED NOVEMBER 6, 2017, AS INSTRUMENT NO. 2017-0463950, BOTH OF OFFICIAL RECORDS.

APN 777-490-042, APN 777-060-078, APN 777-490-053, APN 777-490-054, APN 777-490-055

EXHIBIT B**ADDITIONAL TERMS**

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior to or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as the person or persons legally entitled thereto.

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as whole or separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

-continued on next page-

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof, all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(1) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(2) That this Deed applies to inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(3) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

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 the note or notes, and all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: _____

Please mail Deed of Trust,
Note and Reconveyance to

Recording Requested by
And When Recorded Mail To:

ROBERT GREEN RESIDENTIAL, INC.
343 FOURTH AVENUE
SAN DIEGO, CA 92101

**This document was electronically submitted
to the County of Riverside for recording**
Received by: NORMA #248

Space Above This Line For Recorder's Use

MECHANICS LIEN

The undersigned claimant, ROBERT GREEN RESIDENTIAL, INC. 343 FOURTH AVENUE SAN DIEGO, CA 92101, claims a lien for labor, services, equipment, and/or materials under California Civil Code Section 8416 et seq., upon the premises hereinafter described, and upon every estate or interest in such structures, improvements and premises held by any party holding any estate therein.

The labor, services, equipment, and/or materials, were furnished for the construction of those buildings, improvements, or structures, now upon that certain parcel of land situated in the County of RIVERSIDE, State of California, said land described as follows: MONTAGE RESIDENCES, LOTS 1-29 & C,D,E,G,H, CONCHILLA COURT, SEE EXHIBIT 'A' FOR ADDRESSES LA QUINTA, CA 92253.

The sum of \$2,610,323.00 together with interest thereon at the rate of 0.00 percent per annum from July 1, 2024, is due claimant (after deducting all just credits and offsets) for the following work and/or material furnished by claimant: GENERAL CONTRACTING SERVICES TO COMPLETE THE (29) MONTAGE RESIDENCES.

Claimant furnished the work and/or materials at the request of, or under contract with: SILVERROCK LUXURY RESIDENCES, LLC, 343 FOURTH AVENUE, SAN DIEGO, CA 92101.

The owner(s) or reputed owner(s) of the property are: SILVERROCK DEVELOPMENT COMPANY, LLC, 343 FOURTH AVENUE, SAN DIEGO, CA 92101 (Owner), SILVERROCK PHASE I, LLC, 343 FOURTH AVENUE, SAN DIEGO, CA 92101 (Owner), SILVERROCK LUXURY RESIDENCES, LLC, 343 FOURTH AVENUE, SAN DIEGO, CA 92101 (Lessee).

Firm Name: ROBERT GREEN RESIDENTIAL, INC.



Naomi Samuela / Authorized Agent

Exhibit 'A'

| Lot | Address |
|------------|---------------------------------------|
| 1 | 52-288 Conchilla Court, La Quinta, CA |
| 2 | 52-310 Conchilla Court, La Qunita, CA |
| 3 | 52-332 Conchilla Court, La Qunita, CA |
| 4 | 52-354 Conchilla Court, La Qunita, CA |
| 5 | 52-397 Conchilla Court, La Qunita, CA |
| 6 | 52-379 Conchilla Court, La Qunita, CA |
| 7 | 52-361 Conchilla Court, La Qunita, CA |
| 8 | 52-343 Conchilla Court, La Qunita, CA |
| 9 | 52-325 Conchilla Court, La Qunita, CA |
| 10 | 52-307 Conchilla Court, La Qunita, CA |
| 11 | 52-289 Conchilla Court, La Qunita, CA |
| 12 | 52-271 Conchilla Court, La Qunita, CA |
| 13 | 52-253 Conchilla Court, La Qunita, CA |
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| 16 | 52-199 Conchilla Court, La Qunita, CA |
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| 23 | 52-073 Conchilla Court, La Qunita, CA |
| 24 | 52-055 Conchilla Court, La Qunita, CA |
| 25 | 52-037 Conchilla Court, La Qunita, CA |
| 26 | 52-019 Conchilla Court, La Qunita, CA |
| 27 | 52-002 Conchilla Court, La Qunita, CA |
| 28 | 52-024 Conchilla Court, La Qunita, CA |
| 29 | 52-046 Conchilla Court, La Qunita, CA |

VERIFICATION

I, the undersigned, say: I am the Authorized Agent of the claimant of the foregoing mechanics lien: I have read said claim of mechanics lien and know the contents thereof: the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 1, 2024, at San Diego, California.

Firm Name: ROBERT GREEN RESIDENTIAL, INC.



Naomi Samuela / Authorized Agent

**PROOF OF SERVICE AFFIDAVIT
DECLARATION OF SERVICE BY MAIL**
California Civil Code Section 8416 (a)(7) & (c)(1)

I, Naomi Samuela, as Lien Preparer, declare that we, Construction Notice Services, Inc., served copies of this Mechanics Lien and Notice of Mechanics Lien on MONTAGE RESIDENCES, LOTS 1-29 & C,D,E,G,H, CONCHILLA COURT, SEE EXHIBIT 'A' FOR ADDRESSES LA QUINTA, CA 92253 by first class certified mail, postage prepaid, on July 1, 2024, at the San Diego/Mira Mesa California Post Office.

Copies of this Mechanics Lien and Notice of Mechanics Lien were mailed to the Property Owner(s) or Reputed Owner(s), SILVERROCK DEVELOPMENT COMPANY, LLC, 343 FOURTH AVENUE, SAN DIEGO, CA 92101.

I declare, under penalty of perjury, that the foregoing is true and correct. Executed on July 1, 2024, at San Diego, California.

Firm Name: ROBERT GREEN RESIDENTIAL, INC.



Naomi Samuela / Authorized Agent
(CAML002849)

**NOTICE OF MECHANICS LIEN
ATTENTION!**

Upon the recording of the enclosed MECHANICS LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanics lien is recorded.

The party identified in the enclosed mechanics lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanics lien foreclosure action against your property. The foreclosure action will seek a sale of your property in order to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics lien is released.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS LIENS GO TO THE CONTRACTORS' STATE LICENSE BOARD WEB SITE AT www.cslb.ca.gov.

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I, Naomi Samuela, as Lien Preparer, declare that we, Construction Notice Services, Inc., served copies of this Mechanics Lien and Notice of Mechanics Lien on MONTAGE RESIDENCES, LOTS 1-29 & C,D,E,G,H, CONCHILLA COURT, SEE EXHIBIT 'A' FOR ADDRESSES LA QUINTA, CA 92253 by first class certified mail, postage prepaid, on July 1, 2024, at the San Diego/Mira Mesa California Post Office.

Copies of this Mechanics Lien and Notice of Mechanics Lien were mailed to the Property Owner(s) or Reputed Owner(s), SILVERROCK PHASE I, LLC, 343 FOURTH AVENUE, SAN DIEGO, CA 92101.

I declare, under penalty of perjury, that the foregoing is true and correct. Executed on July 1, 2024, at San Diego, California.

Firm Name: ROBERT GREEN RESIDENTIAL, INC.



Naomi Samuela / Authorized Agent
(CAML002849)

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Recording Requested by
And When Recorded Mail To:

THE ROBERT GREEN COMPANY,
343 FOURTH AVENUE,
SAN DIEGO, CA 92101

DOC # 2024-0194774

07/01/2024 03:32 PM Fees: \$113.00

Page 1 of 5

Recorded in Official Records

County of Riverside

Peter Aldana

Assessor-County Clerk-Recorder

**This document was electronically submitted
to the County of Riverside for recording**
Received by: DEYANIRA #293

Space Above This Line For Recorder's Use

MECHANICS LIEN

The undersigned claimant, THE ROBERT GREEN COMPANY, 343 FOURTH AVENUE, SAN DIEGO, CA 92101, claims a lien for labor, services, equipment, and/or materials under California Civil Code Section 8416 et seq., upon the premises hereinafter described, and upon every estate or interest in such structures, improvements and premises held by any party holding any estate therein.

The labor, services, equipment, and/or materials, were furnished for the construction of those buildings, improvements, or structures, now upon that certain parcel of land situated in the County of RIVERSIDE, State of California, said land described as follows: MONTAGE RESIDENCES LOTS 1-29 & C,D,E,G,H, CONCHILLA COURT SEE EXHIBIT 'A' FOR ADDRESSES LA QUINTA, CA 92253.

The sum of \$5,557,000.00 together with interest thereon at the rate of 0.00 percent per annum from July 1, 2024, is due claimant (after deducting all just credits and offsets) for the following work and/or material furnished by claimant: DEVELOPMENT MANAGEMENT SERVICES (OVERSEE PROJECT DESIGN AND CONSTRUCTION).

Claimant furnished the work and/or materials at the request of, or under contract with: SILVERROCK DEVELOPMENT COMPANY, LLC, 343 FOURTH AVENUE, SAN DIEGO, CA 92101.

The owner(s) or reputed owner(s) of the property are: SILVERROCK DEVELOPMENT COMPANY, LLC, 343 FOURTH AVENUE, SAN DIEGO, CA 92101 (Owner), SILVERROCK PHASE I, LLC, 343 FOURTH AVENUE, SAN DIEGO, CA 92101 (Owner), SILVERROCK LUXURY RESIDENCES, LLC, 343 FOURTH AVENUE, SAN DIEGO, CA 92101 (Lessee).

Firm Name: THE ROBERT GREEN COMPANY,



Naomi Samuela / Authorized Agent

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VERIFICATION

I, the undersigned, say: I am the Authorized Agent of the claimant of the foregoing mechanics lien: I have read said claim of mechanics lien and know the contents thereof: the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 1, 2024, at San Diego, California.

Firm Name: THE ROBERT GREEN COMPANY,



Naomi Samuela / Authorized Agent

**PROOF OF SERVICE AFFIDAVIT
DECLARATION OF SERVICE BY MAIL**
California Civil Code Section 8416 (a)(7) & (c)(1)

I, Naomi Samuela, as Lien Preparer, declare that we, Construction Notice Services, Inc., served copies of this Mechanics Lien and Notice of Mechanics Lien on MONTAGE RESIDENCES LOTS 1-29 & C,D,E,G,H, CONCHILLA COURT SEE EXHIBIT 'A' FOR ADDRESSES LA QUINTA, CA 92253 by first class certified mail, postage prepaid, on July 1, 2024, at the San Diego/Mira Mesa California Post Office.

Copies of this Mechanics Lien and Notice of Mechanics Lien were mailed to the Property Owner(s) or Reputed Owner(s), SILVERROCK DEVELOPMENT COMPANY, LLC, 343 FOURTH AVENUE, SAN DIEGO, CA 92101.

I declare, under penalty of perjury, that the foregoing is true and correct. Executed on July 1, 2024, at San Diego, California.

Firm Name: THE ROBERT GREEN COMPANY,



Naomi Samuela / Authorized Agent
(CAML002847)

**NOTICE OF MECHANICS LIEN
ATTENTION!**

Upon the recording of the enclosed MECHANICS LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanics lien is recorded.

The party identified in the enclosed mechanics lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanics lien foreclosure action against your property. The foreclosure action will seek a sale of your property in order to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics lien is released.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS LIENS GO TO THE CONTRACTORS' STATE LICENSE BOARD WEB SITE AT www.cslb.ca.gov.

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DECLARATION OF SERVICE BY MAIL**
California Civil Code Section 8416 (a)(7) & (c)(1)

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