

SECOND
AMENDED AND RESTATED
L E A S E

[IMPROVED PARCEL]

By and Between
THE COUNTY OF LOS ANGELES
And
J. H. SNYDER COMPANY,
A California Limited Partnership

(VOLUME II)

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Parcels 527 to 537 inclusive, 540 to 580 inclusive, and 590 to 631 inclusive, in the County of Los Angeles, State of California, as shown on Los Angeles County Assessor's Map No. 88, filed in Book 1, pages 53 to 70 inclusive, of Assessor's Maps, in the office of the Recorder of said County.

Excepting therefrom that portion thereof within the following described boundaries:

Beginning at the southwesterly corner of said Parcel 541; thence North $85^{\circ}59'32''$ East along the southerly line of said last mentioned parcel a distance of 145.00 feet; thence North $4^{\circ}00'28''$ West 179.90 feet to the northwesterly line of said last mentioned parcel; thence North $34^{\circ}51'37''$ East along said northwesterly line 25.81 feet to the northerly line of said last mentioned parcel; thence North $85^{\circ}59'32''$ East along said northerly line 15.00 feet to the center line of that certain 20 foot easement for fire access, storm drain and harbor utility purposes, in said Parcels 537 and 540, as said center line is shown on said map; thence North $4^{\circ}32'55''$ West along said center line 173.94 feet to the northwesterly line of said Parcel 537; thence southwesterly and southeasterly along said last mentioned northwesterly line and the southwesterly line of said last mentioned parcel to the most westerly corner of said Parcel 540; thence southeasterly along the southwesterly line of said last mentioned parcel to said northwesterly line of Parcel 541; thence southwesterly along said last mentioned northwesterly line to the point of beginning.

Also excepting therefrom that portion thereof within the following described boundaries:

Beginning at the northeasterly corner of said Parcel 590; thence westerly along the northerly boundary of said last mentioned parcel to a line parallel with and 90 feet westerly, measured at right angles, from the easterly line of said last mentioned parcel; thence South along said parallel line 205.31 feet to the southerly line of said Parcel 591; thence North $77^{\circ}07'44''$ West along said southerly line to a point distant North $77^{\circ}07'44''$ West thereon 100.00 feet from the southeasterly corner of said last mentioned

parcel; thence South 12°52'16" West to a line parallel with and 80 feet southerly, measured at right angles, from said southerly line; thence South 77°07'44" East along said last mentioned parallel line 56.73 feet to a line parallel with and 60 feet westerly, measured at right angles, from the easterly line of said Parcel 631; thence South along said last mentioned parallel line 123.09 feet to the southerly line of said last mentioned parcel; thence South 77°07'44" East along said last mentioned southerly line to the south-easterly corner of said last mentioned parcel; thence North along the easterly lines of said Parcels 631, 591 and 590 a distance of 407.24 feet to the point of beginning.

Together with a right of way for utility purposes in and across said Parcels 590 and 591, within the following described boundaries:

Beginning at the intersection of the northerly boundary of said Parcel 590 with a line parallel with and 5 feet westerly, measured at right angles, from the easterly line of said last mentioned parcel; thence South along said parallel line to the northerly line of the southerly 20 feet of said Parcel 591; thence North 77°07'44" West along said northerly line to the westerly line of the easterly 90 feet of said last mentioned parcel; thence North along said westerly line to the northerly line of the southerly 31 feet of said last mentioned parcel; thence South 77°07'44" East along said last mentioned northerly line to the westerly line of the easterly 15 feet of said last mentioned parcel; thence northerly along said last mentioned westerly line and its northerly prolongation to said northerly boundary; thence easterly along said northerly boundary to the point of beginning.

Reserving and excepting unto the County of Los Angeles a right of way for fire access, storm drain and harbor utility purposes in and across the above described parcel of land, within the following described boundaries:

Beginning at the intersection of the northerly line of said Parcel 541 with the center line of that certain 20 foot easement for fire access, storm drain and harbor utility purposes, in said Parcels 537 and 540, as said center line is shown on said map; thence North 4°32'55" West along said center line 173.94 feet to the northwesterly line of said Parcel 537; thence North 52°40'22" East along said northwesterly line to a line parallel with and 10 feet easterly, measured at right angles, from said center line; thence South 4°32'55" East along said parallel line to said northerly line; thence South 85°59'32" West along said northerly line to the point of beginning.

Also reserving and excepting unto the County of Los Angeles a right of way for storm drain purposes in and across the above described parcel of land, within the following described boundaries:

Beginning at the intersection of a line parallel with and 10 feet easterly, measured at right angles, from the center line of that certain 20 foot easement for fire access, storm drain and harbor utility purposes, in said Parcels 537 and 540, as said center line is shown on said map, with the northwesterly line of said Parcel 537; thence North 52°40'22" East along said northwesterly line to a line parallel with and 26 feet easterly, measured at right angles, from said center line; thence South 4°32'55" East along said last mentioned parallel line to the southerly line of the northerly 17 feet of said Parcel 541; thence South 85°59'32" West along said southerly line 36.00 feet; thence North 4°00'28" West 17.00 feet to the northerly line of said last mentioned parcel; thence North 85°59'32" East along said northerly line to a line which bears North 4°32'55" West and which passes through the point of beginning; thence North 4°32'55" West to said point of beginning.

Also reserving and excepting unto the County of Los Angeles a right of way for fire access, sanitary sewer and harbor utility purposes in and across the above described parcel of land, within a strip of land 20 feet wide, lying 10 feet on each side of the following described center line:

Beginning at the westerly terminus of that certain course of North 72°24'01" West 75.86 feet in the northerly boundary of Parcel 605, as shown on said map; thence South 72°24'01" East along said last mentioned certain course and its easterly prolongation 195.23 feet to the true point of beginning; thence South 4°00'28" East 201.00 feet to the beginning of a tangent curve concave to the East and having a radius of 111.95 feet; thence southerly along said curve through a central angle of 44°03'43" an arc distance of 86.09 feet to the beginning of a reverse curve concave to the West and having a radius of 35 feet; thence southerly along said reverse curve through a central angle of 44°03'43" a distance of 26.92 feet; thence South 4°00'28" East tangent to said reverse curve 114.22 feet, more or less, to the southerly line of said Parcel 617;

The side lines of said 20 foot strip of land shall be prolonged or shortened at the beginning thereof so as to terminate in said easterly prolongation and shall be prolonged or shortened at the end thereof so as to terminate in said last mentioned southerly line.

Also reserving and excepting unto the County of Los Angeles a right of way for sanitary sewer purposes in and across the above described parcel of land, within a strip of land 6 feet wide, lying 3 feet on each side of the following described center line:

Beginning at the intersection of a line parallel with and 7 feet westerly, measured at right angles, from the center line of that certain 20 foot easement for fire access, storm drain and harbor utility purposes, in said Parcels 537 and 540, as said center line is shown on said map, with a line parallel with and 21 feet northerly, measured at right angles, from the northerly line of said Parcel 541; thence North $85^{\circ}59'32''$ East along said last mentioned parallel line 148.60 feet; thence North $4^{\circ}00'28''$ West to a line parallel with and 33 feet northerly, measured at right angles, from the northerly line of said Parcel 547; thence North $85^{\circ}59'32''$ East along said last mentioned parallel line 1272.43 feet.

The side lines of said 6 foot strip of land shall be prolonged or shortened so as to terminate at their points of intersection.

Excepting from said 6 foot strip of land that portion thereof which lies southerly of a line parallel with and 21 feet northerly, measured at right angles, from the northerly line of said Parcel 541.

Also excepting from said 6 foot strip of land that portion thereof which lies within the above described 20 foot strip of land for fire access, sanitary sewer and harbor utility purposes.

Also reserving and excepting unto the County of Los Angeles a right of way for sanitary sewer and harbor utility purposes in and across the above described parcel of land, within the following described boundaries:

Beginning at the intersection of the northerly line of said Parcel 541 with the center line of that certain 20 foot easement for fire access, storm drain and harbor utility purposes, in said Parcels 537 and 540, as said center line is shown on said map; thence North $4^{\circ}32'55''$ West along said center line to a line parallel with and 21 feet northerly, measured at right angles, from said northerly line; thence North $85^{\circ}59'32''$ East along said parallel line to a line parallel with and 11 feet northerly, measured at right angles, from the northerly line of said Parcel 621; thence East along said last mentioned parallel line to a line parallel with and 11 feet northerly, measured at right

angles, from the northerly line of said Parcel 630; thence South $77^{\circ}07'44''$ East along said last mentioned parallel line to the westerly line of the easterly 90 feet of said parcel 591; thence South along said westerly line to the southerly line of said last mentioned parcel; thence westerly along the southerly lines of said Parcels 591, 593, 595, 597, 599, 613 to 619 inclusive, 578, 575, 570, 567, 562, 559, 555, 552, 549, 546, 543 and 540 to the point of beginning.

Also reserving and excepting unto the County of Los Angeles a right of way for fire alarm purposes in and across the above described parcel of land, within a strip of land 3 feet wide, the northerly boundary of which is described as follows:

Commencing at the easterly terminus of that certain 960 foot radius curve in the northerly boundary of said Parcel 605; thence westerly along said curve and its westerly continuation 30.42 feet to the true point of beginning; thence easterly along said westerly continuation and said certain curve 30.42 feet to said easterly terminus; thence South $72^{\circ}24'01''$ East along the straight line in said northerly boundary and its easterly prolongation 195.23 feet.

Excepting from said 3 foot strip of land that portion thereof which lies within the above described 20 foot strip of land for fire access, sanitary sewer and harbor utility purposes.

DESCRIPTION APPROVED
NOV 12 1966

GEORGE Y. TICE, DIRECTOR
FACILITIES MANAGEMENT DEPARTMENT

BY Stanley S. Smith DEPUTY

EXHIBIT B

LEGAL DESCRIPTION OF THE IMPROVED PARCEL

Parcels 527 to 537 inclusive, 540 to 580 inclusive, and 590 to 631 inclusive, in the County of Los Angeles, State of California, as shown on Los Angeles County Assessor's Map No. 88, filed in Book 1, pages 53 to 70 inclusive, of Assessor's Maps, in the office of the Recorder of said County.

Together with a right of way for utility purposes in and across said Parcels 590 and 591, within the following described boundaries:

Beginning at the intersection of the northerly boundary of said Parcel 590 with a line parallel with and 5 feet westerly, measured at right angles, from the easterly line of said last mentioned parcel; thence South along said parallel line to the northerly line of the southerly 20 feet of said Parcel 591; thence North $77^{\circ}07'44''$ West along said northerly line to the westerly line of the easterly 90 feet of said last mentioned parcel; thence North along said westerly line to the northerly line of the southerly 31 feet of said last mentioned parcel; thence South $77^{\circ}07'44''$ East along said last mentioned northerly line to the westerly line of the easterly 15 feet of said last mentioned parcel; thence northerly along said last mentioned westerly line and its northerly prolongation to said northerly boundary; thence easterly along said northerly boundary to the point of beginning.

Also together with a non-exclusive right of way for pedestrian and vehicular ingress and egress purposes in and across said Parcel 603, 608 and 617, within a strip of land 20 feet wide, lying 10 feet on each side on the following described center line:

Beginning at the westerly terminus of that certain course of North $72^{\circ}24'01''$ West 75.86 feet in the northerly boundary of Parcel 605, as shown on said map; thence South $72^{\circ}24'01''$ East along said last mentioned certain course and its easterly prolongation 195.23 feet to the true point of beginning; thence South $4^{\circ}00'28''$ East 201.00 feet to the beginning of a tangent curve concave to the East and having a radius of 111.95 feet; thence southerly along said curve through a central angle of $44^{\circ}03'43''$ an arc distance of 86.09 feet to the beginning of a reverse curve concave to

the West and having a radius of 35 feet; thence southerly along said reverse curve through a central angle of $44^{\circ}03'43''$ a distance of 26.92 feet; thence South $4^{\circ}00'28''$ East tangent to said reverse curve 114.22 feet, more or less, to the southerly line of said Parcel 617;

The side lines of said 20 foot strip of land shall be prolonged or shortened at the beginning thereof so as to terminate in said easterly prolongation and shall be prolonged or shortened at the end thereof so as to terminate in said last mentioned southerly line.

Also together with a non-exclusive right of way for pedestrian and vehicular ingress and egress purposes in and across the northerly 5.5 feet of the southerly 11.0 feet of said parcels 613 to 617 inclusive, 591, 593, 595, 597 and 599.

Excepting from said northerly 5.5 feet that portion thereof which lies westerly of the easterly boundary of the above described 20 foot strip of land and that portion thereof which lies within the easterly 90 feet of said parcel 591.

Excepting therefrom that portion thereof within the following described boundaries:

Beginning at the southwesterly corner of said Parcel 541; thence North $85^{\circ}59'32''$ East along the southerly line of said last mentioned parcel a distance of 145.00 feet; thence North $4^{\circ}00'28''$ West 179.90 feet to the northwesterly line of said last mentioned parcel; thence North $34^{\circ}51'37''$ East along said northwesterly line 25.81 feet to the northerly line of said last mentioned parcel; thence North $85^{\circ}59'32''$ East along said northerly line 15.00 feet to the center line of that certain 20 foot easement for fire access, storm drain and harbor utility purposes, in said Parcels 537 and 540, as said center line is shown on said map; thence North $4^{\circ}32'55''$ West along said center line 173.94 feet to the northwesterly line of said Parcel 537; thence southwesterly and southeasterly along said last mentioned northwesterly line and the southwesterly line of said last mentioned parcel to the most westerly corner of said Parcel 540; thence southeasterly along the southwesterly line of said last mentioned parcel to said northwesterly line of Parcel 541; thence southwesterly along said last mentioned northwesterly line to the point of beginning.

Also excepting therefrom that portion thereof within the following described boundaries:

Beginning at the northeasterly corner of said Parcel 590; thence westerly along the northerly boundary of said last mentioned parcel to a line parallel with and 90 feet westerly, measured at right angles, from the easterly line of said last mentioned parcel; thence South along said parallel line 205.31 feet to the southerly line of said Parcel 591; thence North $77^{\circ}07'44''$ West along said southerly line to a point distant North $77^{\circ}07'44''$ West thereon 100.00 feet from the southeasterly corner of said last mentioned parcel; thence South $12^{\circ}52'16''$ West to a line parallel with and 80 feet southerly, measured at right angles, from said southerly line; thence South $77^{\circ}07'44''$ East along said last mentioned parallel line 56.73 feet to a line parallel with and 60 feet westerly, measured at right angles, from the easterly line of said Parcel 631; thence South along said last mentioned parallel line 123.09 feet to the southerly line of said last mentioned parcel; thence South $77^{\circ}07'44''$ East along said last mentioned southerly line to the southeasterly corner of said last mentioned parcel; thence North along the easterly lines of said Parcels 631, 591 and 590 a distance of 407.24 feet to the point of beginning.

Excepting further therefrom that portion thereof within the following described boundaries:

All of Parcels 592, 594, 596, 598, 600, 601, 602, 609 through 612 inclusive and those portions of Parcels 590, 591, 593, 595, 597, 599, 603, 608, 613, 614, 615, 616, and 617, in the County of Los Angeles, State of California, as shown on Los Angeles County Assessors Map No. 88, filed in Book 1, Pages 53 to 70 inclusive, of Assessor's Maps, in the Office of the Registrar-Recorder of said County, described as a whole as follows:

Beginning at the westerly terminus of that certain course of North $72^{\circ}24'01''$ West 75.86 feet in the northerly boundary of Parcel 605, as shown on said map; thence South $72^{\circ}24'01''$ East along said last mentioned certain course and its easterly prolongation 195.23 feet to the true point of beginning; thence South $4^{\circ}00'28''$ East 201.00 feet to the beginning of a tangent curve concave to the East and having a radius of 111.95 feet; thence southerly along said curve through a central angle of $44^{\circ}03'43''$ an arc distance of 86.09 feet to the beginning of a reverse curve concave to the West and having a radius of 35 feet; thence southerly along said reverse curve through a central angle of

44°03'43" a distance of 26.92 feet; thence South 4°00'28" East tangent to said reverse curve 108.72 feet to a line parallel with and distant northerly 5.50 feet, measured at right angles, from the southerly line of said Parcel 617; thence easterly along said parallel line and its easterly prolongation East 516.80 feet to a line parallel with and distant northerly 5.50 feet, measured at right angles, from the southerly line of said Parcel 597; thence easterly along said last mentioned parallel line and its easterly prolongation South 77°07'44" East 317.35 feet to the westerly line of the easterly 90.00 feet of said Parcel 591; thence northerly along said westerly line and its northerly prolongation North 199.68 feet to a point on a curve concave northerly having a radius of 5964.65 feet a radial of said last mentioned curve at said last mentioned point bears South 15°15'08" West, said last mentioned curve also being the southerly line of Admiralty Way, 80 feet wide, as shown on said map; thence northwesterly along said last mentioned curve through a central angle of 2°20'51" an arc distance of 244.38 feet; thence continuing along said southerly line of Admiralty Way North 72°24'01" West 694.32 feet to said true point of beginning.

Reserving and excepting unto the County of Los Angeles a right of way for fire access, storm drain and harbor utility purposes in and across the above described parcel of land, within the following described boundaries:

Beginning at the intersection of the northerly line of said Parcel 541 with the center line of that certain 20 foot easement for fire access, storm drain and harbor utility purposes, in said Parcels 537 and 540, as said center line is shown on said map; thence North 4°32'55" West along said center line 173.94 feet to the northwesterly line of said Parcel 537; thence North 52°40'22" East along said northwesterly line to a line parallel with and 10 feet easterly, measured at right angles, from said center line; thence South 4°32'55" East along said parallel line to said northerly line; thence South 85°59'32" West along said northerly line to the point of beginning.

Reserving and excepting unto the County of Los Angeles a right of way for storm drain purposes in and across the above described parcel of land, within the following described boundaries:

Beginning at the intersection of a line parallel with and 10 feet easterly, measured at right angles, from the center line of that certain 20 foot easement for fire

access, storm drain and harbor utility purposes, in said Parcels 537 and 540, as said center line is shown on said map, with the northwesterly line of said Parcel 537; thence North $52^{\circ}40'22''$ East along said northwesterly line to a line parallel with and 26 feet easterly, measured at right angles, from said center line; thence South $4^{\circ}32'55''$ East along said last mentioned parallel line to the southerly line of the northerly 17 feet of said Parcel 541; thence South $85^{\circ}59'32''$ West along said southerly line 36.00 feet; thence North $4^{\circ}00'28''$ West 17.00 feet to the northerly line of said last mentioned parcel; thence North $85^{\circ}59'32''$ East along said northerly line to a line which bears North $4^{\circ}32'55''$ West and which passes through the point of beginning; thence North $4^{\circ}32'55''$ West to said point of beginning.

Also reserving and excepting unto the County of Los Angeles a right of way for fire access, sanitary sewer and harbor utility purposes in and across the above described parcel of land, within a strip of land 20 feet wide, lying 10 feet on each side of the following described center line:

Beginning at the westerly terminus of that certain course of North $72^{\circ}24'01''$ West 75.86 feet in the northerly boundary of Parcel 605, as shown on said map; thence South $72^{\circ}24'01''$ East along said last mentioned certain course and its easterly prolongation 195.23 feet to the true point of beginning; thence South $4^{\circ}00'28''$ East 201.00 feet to the beginning of a tangent curve concave to the East and having a radius of 111.95 feet; thence southerly along said curve through a central angle of $44^{\circ}03'43''$ an arc distance of 86.09 feet to the beginning of a reverse curve concave to the West and having a radius of 35 feet; thence southerly along said reverse curve through a central angle of $44^{\circ}03'43''$ a distance of 26.92 feet; thence South $4^{\circ}00'28''$ East tangent to said reverse curve 114.22 feet, more or less, to the southerly line of said Parcel 617;

The side lines of said 20 foot strip of land shall be prolonged or shortened at the beginning thereof so as to terminate in said easterly prolongation and shall be prolonged or shortened at the end thereof so as to terminate in said last mentioned southerly line.

Also reserving and excepting unto the County of Los Angeles a right of way for sanitary sewer purposes in and across the above described parcel of land, within a strip of land 6 feet wide, lying 3 feet on each side of the following described center line:

Beginning at the intersection of a line parallel with and 7 feet westerly, measured at right angles, from the center line of that certain 20 foot easement for fire access, storm drain and harbor utility purposes, in said Parcels 537 and 540, as said center line is shown on said map, with a line parallel with and 21 feet northerly, measured at right angles, from the northerly line of said Parcel 541; thence North 85°59'32" East along said last mentioned parallel line 148.60 feet; thence North 4°00'28" West to a line parallel with and 33 feet northerly, measured at right angles, from the northerly line of said Parcel 547; thence North 85°59'32" East along said last mentioned parallel line 1272.43 feet.

The side lines of said 6 foot strip of land shall be prolonged or shortened so as to terminate at their points of intersection.

Excepting from said 6 foot strip of land that portion thereof which lies southerly of a line parallel with and 21 feet northerly, measured at right angles, from the northerly line of said Parcel 541.

Also excepting from said 6 foot strip of land that portion thereof which lies within the above described 20 foot strip of land for fire access, sanitary sewer and harbor utility purposes.

Also reserving and excepting unto the County of Los Angeles a right of way for sanitary sewer and harbor utility purposes in and across the above described parcel of land, within the following described boundaries:

Beginning at the intersection of the northerly line of said Parcel 541 with the center line of that certain 20 foot easement for fire access, storm drain and harbor utility purposes, in said Parcels 537 and 540, as said center line is shown on said map; thence North 4°32'55" West along said center line to a line parallel with and 21 feet northerly, measured at right angles, from said northerly line; thence North 85°59'32" East along said parallel line to a line parallel with and 11 feet northerly, measured at right angles, from the northerly line of said Parcel 621; thence East along said last mentioned parallel line to a line parallel with and 11 feet northerly, measured at right angles, from the northerly line of said Parcel 630; thence South 77°07'44" East along said last mentioned parallel line to the westerly line of the easterly 90 feet of said parcel 591; thence South along said westerly line to the southerly

line of said last mentioned parcel; thence westerly along the southerly lines of said Parcels 591, 593, 595, 597, 599, 613 to 619 inclusive, 578, 575, 570, 567, 562, 559, 555, 552, 549, 546, 543 and 540 to the point of beginning.

Also reserving and excepting unto the County of Los Angeles a right of way for fire alarm purposes in and across the above described parcel of land, within a strip of land 3 feet wide, the northerly boundary of which is described as follows:

Commencing at the easterly terminus of that certain 960 foot radius curve in the northerly boundary of said Parcel 605; thence westerly along said curve and its westerly continuation 30.42 feet to the true point of beginning; thence easterly along said westerly continuation and said certain curve 30.42 feet to said easterly terminus; thence South 72°24'01" East along the straight line in said northerly boundary and its easterly prolongation 195.23 feet.

Excepting from said 3 foot strip of land that portion thereof which lies within the above described 20 foot strip of land for fire access, sanitary sewer and harbor utility purposes.

Subject to non-exclusive rights of way for pedestrian and vehicular ingress and egress purposes in and across the above described parcel of land within the westerly 10 feet of the first above described 20 foot strip of land and within the southerly 5.5 feet of said parcels 613 to 617 inclusive, 591, 593, 595, 597 and 599, excepting from said southerly 5.5 feet that portion thereof which lies westerly of the easterly boundary of the above described 20 foot strip of land and that portion thereof which lies within the easterly 90 feet of said parcel 591, as set forth in the Amended and Restated Lease (Hotel Parcel) being entered into concurrently herewith covering property adjacent to the above described parcel.

DESCRIPTION APPROVED
NOV 12 1998

GEORGE Y. TICE, DIRECTOR
FACILITY MANAGEMENT DEPARTMENT

BY Stanley Smith DEPUTY

EXHIBIT C

LEGAL DESCRIPTION OF THE HOTEL PARCEL

All of Parcels 592, 594, 596, 598, 600, 601, 602, 609 through 612 inclusive and those portions of Parcels 590, 591, 593, 595, 597, 599, 603, 608, 613, 614, 615, 616, and 617, in the County of Los Angeles, State of California, as shown on Los Angeles County Assessors Map No. 88, filed in Book 1, Pages 53 to 70 inclusive, of Assessor's Maps, in the Office of the Registrar-Recorder of said County, described as a whole as follows:

Beginning at the westerly terminus of that certain course of North $72^{\circ}24'01''$ West 75.86 feet in the northerly boundary of Parcel 605, as shown on said map; thence South $72^{\circ}24'01''$ East along said last mentioned certain course and its easterly prolongation 195.23 feet to the true point of beginning; thence South $4^{\circ}00'28''$ East 201.00 feet to the beginning of a tangent curve concave to the East and having a radius of 111.95 feet; thence southerly along said curve through a central angle of $44^{\circ}03'43''$ an arc distance of 86.09 feet to the beginning of a reverse curve concave to the West and having a radius of 35 feet; thence southerly along said reverse curve through a central angle of $44^{\circ}03'43''$ a distance of 26.92 feet; thence South $4^{\circ}00'28''$ East tangent to said reverse curve 108.72 feet to a line parallel with and distant northerly 5.50 feet, measured at right angles, from the southerly line of said Parcel 617; thence easterly along said parallel line and its easterly prolongation East 516.80 feet to a line parallel with and distant northerly 5.50 feet, measured at right angles, from the southerly line of said Parcel 597; thence easterly along said last mentioned parallel line and its easterly prolongation South $77^{\circ}07'44''$ East 317.35 feet to the westerly line of the easterly 90.00 feet of said Parcel 591; thence northerly along said westerly line and its northerly prolongation North 199.68 feet to a point on a curve concave northerly having a radius of 5964.65 feet, a radial of said last mentioned curve at said last mentioned point bears South $15^{\circ}15'08''$ West, said last mentioned curve also being the southerly line of Admiralty Way, 80 feet wide, as shown on said map; thence northwesterly along said last mentioned curve through a central angle of $2^{\circ}20'51''$ an arc distance of 244.38 feet; thence continuing along said southerly line of Admiralty Way North $72^{\circ}24'01''$ West 694.32 feet to said true point of beginning.

Together with a right of way for utility purposes in and across said Parcels 590 and 591, within the following described boundaries:

Beginning at the intersection of the northerly boundary of said Parcel 590 with a line parallel with and 5 feet westerly, measured at right angles, from the easterly line of said last mentioned parcel; thence South along said parallel line to the northerly line of the southerly 20 feet of said Parcel 591; thence North $77^{\circ}07'44''$ West along said northerly line to the westerly line of the easterly 90 feet of said last mentioned parcel; thence North along said westerly line to the northerly line of the southerly 31 feet of said last mentioned parcel; thence South $77^{\circ}07'44''$ East along said last mentioned northerly line to the westerly line of the easterly 15 feet of said last mentioned parcel; thence northerly along said last mentioned westerly line and its northerly prolongation to said northerly boundary; thence easterly along said northerly boundary to the point of beginning.

Also together with a non-exclusive right of way for pedestrian and vehicular ingress and egress purposes in and across said Parcel 603, 608 and 617, within a strip of land 20 feet wide, lying 10 feet on each side on the following described center line:

Beginning at the westerly terminus of that certain course of North $72^{\circ}24'01''$ West 75.86 feet in the northerly boundary of Parcel 605, as shown on said map; thence South $72^{\circ}24'01''$ East along said last mentioned certain course and its easterly prolongation 195.23 feet to the true point of beginning; thence South $4^{\circ}00'28''$ East 201.00 feet to the beginning of a tangent curve concave to the East and having a radius of 111.95 feet; thence southerly along said curve through a central angle of $44^{\circ}03'43''$ an arc distance of 86.09 feet to the beginning of a reverse curve concave to the West and having a radius of 35 feet; thence southerly along said reverse curve through a central angle of $44^{\circ}03'43''$ a distance of 26.92 feet; thence South $4^{\circ}00'28''$ East tangent to said reverse curve 114.22 feet, more or less, to the southerly line of said Parcel 617.

The side lines of said 20 foot strip of land shall be prolonged or shortened at the beginning thereof so as to terminate in said easterly prolongation and shall be prolonged or shortened at the end thereof so as to terminate in said last mentioned southerly line.

Also together with a non-exclusive right of way for pedestrian and vehicular ingress and egress purposes in and across the southerly 5.5 feet of said parcels 613 to 617 inclusive, 591, 593, 595, 597 and 599.

Excepting from said southerly 5.5 feet that portion thereof which lies westerly of the easterly boundary of the above described 20 foot strip of land and that portion thereof which lies within the easterly 90 feet of said parcel 591.

Reserving and excepting unto the county of Los Angeles a right of way for fire access, sanitary sewer and harbor utility purposes in and across the above described parcel of land, within a strip of land 20 feet wide, the center line of which is the center line of above described 20 foot strip of land.

Also reserving and excepting unto the County of Los Angeles a right of way for sanitary sewer and harbor utility purposes in and across the above described parcel of land, within the following described boundaries:

Beginning at the intersection of the northerly line of Parcel 541, as shown on said map, with the center line of that certain 20 foot easement for fire access, storm drain and harbor utility purposes, in Parcels 537 and 540, as shown on said map; thence North $4^{\circ}32'55''$ West along said center line to a line parallel with and 21 feet northerly, measured at right angles, from said northerly line; thence North $85^{\circ}59'32''$ East along said parallel line to a line parallel with and 11 feet northerly, measured at right angles, from the northerly line of Parcel 621, as shown on said map; thence East along said last mentioned parallel line to a line parallel with and 11 feet northerly, measured at right angles, from the northerly line of Parcel 630, as shown on said map; thence South $77^{\circ}07'44''$ East along said last mentioned parallel line to the westerly line of the easterly 90 feet of said parcel 591; thence South along said westerly line to the southerly line of said last mentioned parcel; thence westerly along the southerly lines of Parcels 591, 593, 595, 597, 599, 613 to 619 inclusive, 578, 575, 570, 567, 562, 559, 555, 552, 549, 546, 543 and 540, as shown on said map, to the point of beginning.

Subject to non-exclusive rights of way for pedestrian and vehicular ingress and egress purposes in and across the above described parcel of land within the easterly 10 feet of the first above described 20 foot strip

of land and within the northerly 5.5 feet of the southerly 11.0 feet of said parcels 613 to 617 inclusive, 591, 593, 595, 597 and 599, excepting from said northerly 5.5 feet that portion thereof which lies westerly of the easterly boundary of the above described 20 foot strip of land and that portion thereof which lies within the easterly 90 feet of said parcel 591, as set forth in the Amended and Restated Lease (Improved Parcel) being entered into concurrently herewith covering property adjacent to the above described parcel.

DESCRIPTION APPROVED

NOV 12 1966

GEORGE Y. TICE, DIRECTOR
FACILITIES MANAGEMENT DEPARTMENT

BY Sitank S. Sanch DEPUTY

EXHIBIT D, PART I
I. SCHEDULE OF MINIMUM RENTS

Minimum Annual Rent Payable

Unit #	Allocation	%
WS 100	411.94	0.21684%
WS 102	342.07	0.18006%
WS 104	342.07	0.18006%
WS 106	342.07	0.18006%
WS 108	220.05	0.11583%
WS 110	220.05	0.11583%
WS 112	220.05	0.11583%
WS 114	411.94	0.21684%
WS 200	414.03	0.21794%
WS 202	344.15	0.18116%
WS 204	344.15	0.18116%
WS 206	344.15	0.18116%
WS 208	222.14	0.11693%
WS 210	222.14	0.11693%
WS 212	222.14	0.11693%
WS 214	414.03	0.21794%
WS 300	416.11	0.21903%
WS 302	346.24	0.18225%
WS 304	346.24	0.18225%
WS 306	346.24	0.18225%
WS 308	224.22	0.11803%
WS 310	224.22	0.11803%
WS 312	224.22	0.11803%
WS 314	416.11	0.21903%
WS 400	418.20	0.22013%
WS 402	348.33	0.18335%
WS 404	348.33	0.18335%
WS 406	348.33	0.18335%
WS 408	226.31	0.11912%
WS 410	226.31	0.11912%
WS 412	226.31	0.11912%
WS 414	418.20	0.22013%
WS 500	420.29	0.22123%
WS 502	350.41	0.18445%
WS 504	350.41	0.18445%
WS 506	350.41	0.18445%
WS 508	228.39	0.12022%
WS 510	228.39	0.12022%
WS 512	228.39	0.12022%

Unit #	Allocation	%
WS 514	420.29	0.22123%
WS 600	422.37	0.22233%
WS 602	352.50	0.18555%
WS 604	352.50	0.18555%
WS 606	352.50	0.18555%
WS 608	230.48	0.12132%
WS 610	230.48	0.12132%
WS 612	230.48	0.12132%
WS 614	422.37	0.22233%
WS 700	424.46	0.22343%
WS 702	354.58	0.18665%
WS 704	354.58	0.18665%
WS 706	354.58	0.18665%
WS 708	232.57	0.12242%
WS 710	232.57	0.12242%
WS 712	232.57	0.12242%
WS 714	424.46	0.22343%
WS 800	426.54	0.22452%
WS 802	356.67	0.18774%
WS 804	356.67	0.18774%
WS 806	356.67	0.18774%
WS 808	234.65	0.12352%
WS 810	234.65	0.12352%
WS 812	234.65	0.12352%
WS 814	426.54	0.22452%
WS 900	428.63	0.22562%
WS 902	358.76	0.18884%
WS 904	358.76	0.18884%
WS 906	358.76	0.18884%
WS 908	236.74	0.12461%
WS 910	236.74	0.12461%
WS 912	236.74	0.12461%
WS 914	428.63	0.22562%
WS 1000	430.71	0.22672%
WS 1002	360.84	0.18994%
WS 1004	360.84	0.18994%
WS 1006	360.84	0.18994%
WS 1008	238.82	0.12571%
WS 1010	238.82	0.12571%

EXHIBIT D, PART I
I. SCHEDULE OF MINIMUM RENTS

Minimum Annual Rent Payable

Unit #	Allocation	%
WS 1012	238.82	0.12571%
WS 1014	430.71	0.22672%
WS 1100	432.80	0.22782%
WS 1102	362.93	0.19104%
WS 1104	362.93	0.19104%
WS 1106	362.93	0.19104%
WS 1108	240.91	0.12681%
WS 1110	240.91	0.12681%
WS 1112	240.91	0.12681%
WS 1114	432.80	0.22782%
PH 1	756.10	0.39800%
PH 2	651.81	0.34310%
PH 3	651.81	0.34310%
PH 4	651.81	0.34310%
PH 5	651.81	0.34310%
PH 6	651.81	0.34310%
PH 7	756.10	0.39800%

WN 101	318.08	0.16743%
WN 103	192.94	0.10156%
WN 105	192.94	0.10156%
WN 107	192.94	0.10156%
WN 109	258.64	0.13614%
WN 111	258.64	0.13614%
WN 115	258.64	0.13614%
WN 117	318.08	0.16743%
WN 201	330.60	0.17402%
WN 203	195.02	0.10266%
WN 205	195.02	0.10266%
WN 207	195.02	0.10266%
WN 209	271.15	0.14273%
WN 211	271.15	0.14273%
WN 215	271.15	0.14273%
WN 217	330.60	0.17402%
WN 301	343.11	0.18061%
WN 303	197.11	0.10375%
WN 305	197.11	0.10375%
WN 307	197.11	0.10375%
WN 309	283.67	0.14932%

Unit #	Allocation	%
WN 311	283.67	0.14932%
WN 315	283.67	0.14932%
WN 317	343.11	0.18061%
WN 401	366.06	0.19268%
WN 403	199.19	0.10485%
WN 405	199.19	0.10485%
WN 407	199.19	0.10485%
WN 409	296.18	0.15590%
WN 411	296.18	0.15590%
WN 415	296.18	0.15590%
WN 417	366.06	0.19268%
WN 501	373.36	0.19653%
WN 503	201.28	0.10595%
WN 505	201.28	0.10595%
WN 507	201.28	0.10595%
WN 509	303.48	0.15975%
WN 511	303.48	0.15975%
WN 515	303.48	0.15975%
WN 517	373.36	0.19653%
WN 601	380.66	0.20037%
WN 603	203.36	0.10705%
WN 605	203.36	0.10705%
WN 607	203.36	0.10705%
WN 609	310.78	0.16359%
WN 611	310.78	0.16359%
WN 615	310.78	0.16359%
WN 617	380.66	0.20037%
WN 701	382.74	0.20147%
WN 703	205.45	0.10814%
WN 705	205.45	0.10814%
WN 707	205.45	0.10814%
WN 709	312.87	0.16469%
WN 711	312.87	0.16469%
WN 715	312.87	0.16469%
WN 717	382.74	0.20147%
WN 801	384.83	0.20257%
WN 803	207.54	0.10924%
WN 805	207.54	0.10924%
WN 807	207.54	0.10924%
WN 809	314.95	0.16579%
WN 811	314.95	0.16579%

EXHIBIT D, PART I
I. SCHEDULE OF MINIMUM RENTS

Minimum Annual Rent Payable

Unit #	Allocation	%
WN 815	314.95	0.16579%
WN 817	384.83	0.20257%
WN 901	386.91	0.20366%
WN 903	209.62	0.11034%
WN 905	209.62	0.11034%
WN 907	209.62	0.11034%
WN 909	317.04	0.16688%
WN 911	317.04	0.16688%
WN 915	317.04	0.16688%
WN 917	386.91	0.20366%
WN 1001	389.00	0.20476%
WN 1003	211.71	0.11144%
WN 1005	211.71	0.11144%
WN 1007	211.71	0.11144%
WN 1009	319.13	0.16798%
WN 1011	319.13	0.16798%
WN 1015	319.13	0.16798%
WN 1017	389.00	0.20476%
WN 1101	391.08	0.20586%
WN 1103	213.79	0.11254%
WN 1105	213.79	0.11254%
WN 1107	213.79	0.11254%
WN 1109	321.21	0.16908%
WN 1111	321.21	0.16908%
WN 1115	321.21	0.16908%
WN 1117	391.08	0.20586%
PH 8	703.95	0.37055%
PH 9	599.66	0.31565%
PH 10	599.66	0.31565%
PH 11	599.66	0.31565%
PH 12	599.66	0.31565%
PH 14	599.66	0.31565%
PH 15	703.95	0.37055%

Unit #	Allocation	%
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EXHIBIT D, PART I
I. SCHEDULE OF MINIMUM RENTS

Minimum Annual Rent Payable

Unit #	Allocation	%
CS 116	411.94	0.21684%
CS 118	342.07	0.18006%
CS 120	342.07	0.18006%
CS 122	342.07	0.18006%
CS 124	220.05	0.11583%
CS 126	220.05	0.11583%
CS 128	220.05	0.11583%
CS 130	411.94	0.21684%
CS 216	414.03	0.21794%
CS 218	344.15	0.18116%
CS 220	344.15	0.18116%
CS 222	344.15	0.18116%
CS 224	222.14	0.11693%
CS 226	222.14	0.11693%
CS 228	222.14	0.11693%
CS 230	414.03	0.21794%
CS 316	416.11	0.21903%
CS 318	346.24	0.18225%
CS 320	346.24	0.18225%
CS 322	346.24	0.18225%
CS 324	224.22	0.11803%
CS 326	224.22	0.11803%
CS 328	224.22	0.11803%
CS 330	416.11	0.21903%
CS 416	418.20	0.22013%
CS 418	348.33	0.18335%
CS 420	348.33	0.18335%
CS 422	348.33	0.18335%
CS 424	226.31	0.11912%
CS 426	226.31	0.11912%
CS 428	226.31	0.11912%
CS 430	418.20	0.22013%
CS 516	420.29	0.22123%
CS 518	350.41	0.18445%
CS 520	350.41	0.18445%
CS 522	350.41	0.18445%
CS 524	228.39	0.12022%
CS 526	228.39	0.12022%
CS 528	228.39	0.12022%

Unit #	Allocation	%
CS 530	420.29	0.22123%
CS 616	422.37	0.22233%
CS 618	352.50	0.18555%
CS 620	352.50	0.18555%
CS 622	352.50	0.18555%
CS 624	230.48	0.12132%
CS 626	230.48	0.12132%
CS 628	230.48	0.12132%
CS 630	422.37	0.22233%
CS 716	424.46	0.22343%
CS 718	354.58	0.18665%
CS 720	354.58	0.18665%
CS 722	354.58	0.18665%
CS 724	232.57	0.12242%
CS 726	232.57	0.12242%
CS 728	232.57	0.12242%
CS 730	424.46	0.22343%
CS 816	426.54	0.22452%
CS 818	356.67	0.18774%
CS 820	356.67	0.18774%
CS 822	356.67	0.18774%
CS 824	234.65	0.12352%
CS 826	234.65	0.12352%
CS 828	234.65	0.12352%
CS 830	426.54	0.22452%
CS 916	428.63	0.22562%
CS 918	358.76	0.18884%
CS 920	358.76	0.18884%
CS 922	358.76	0.18884%
CS 924	236.74	0.12461%
CS 926	236.74	0.12461%
CS 928	236.74	0.12461%
CS 930	428.63	0.22562%
CS 1016	430.71	0.22672%
CS 1018	360.84	0.18994%
CS 1020	360.84	0.18994%
CS 1022	360.84	0.18994%
CS 1024	238.82	0.12571%
CS 1026	238.82	0.12571%

Minimum Annual Rent Payable

Unit #	Allocation	%
CS 1028	238.82	0.12571%
CS 1030	430.71	0.22672%
CS 1116	432.80	0.22782%
CS 1118	362.93	0.19104%
CS 1120	362.93	0.19104%
CS 1122	362.93	0.19104%
CS 1124	240.91	0.12681%
CS 1126	240.91	0.12681%
CS 1128	240.91	0.12681%
CS 1130	432.80	0.22782%
PH 16	756.10	0.39800%
PH 17	651.81	0.34310%
PH 18	651.81	0.34310%
PH 19	651.81	0.34310%
PH 20	651.81	0.34310%
PH 21	651.81	0.34310%
PH 22	756.10	0.39800%
CN 119	318.08	0.16743%
CN 121	192.94	0.10156%
CN 123	192.94	0.10156%
CN 125	192.94	0.10156%
CN 127	258.64	0.13614%
CN 129	258.64	0.13614%
CN 131	258.64	0.13614%
CN 133	318.08	0.16743%
CN 219	330.60	0.17402%
CN 221	195.02	0.10266%
CN 223	195.02	0.10266%
CN 225	195.02	0.10266%
CN 227	271.15	0.14273%
CN 229	271.15	0.14273%
CN 231	271.15	0.14273%
CN 233	330.60	0.17402%
CN 319	343.11	0.18061%
CN 321	197.11	0.10375%
CN 323	197.11	0.10375%
CN 325	197.11	0.10375%
CN 327	283.67	0.14932%

Unit #	Allocation	%
CN 329	283.67	0.14932%
CN 331	283.67	0.14932%
CN 333	343.11	0.18061%
CN 419	366.06	0.19268%
CN 421	199.19	0.10485%
CN 423	199.19	0.10485%
CN 425	199.19	0.10485%
CN 427	296.18	0.15590%
CN 429	296.18	0.15590%
CN 431	296.18	0.15590%
CN 433	366.06	0.19268%
CN 519	373.36	0.19653%
CN 521	201.28	0.10595%
CN 523	201.28	0.10595%
CN 525	201.28	0.10595%
CN 527	303.48	0.15975%
CN 529	303.48	0.15975%
CN 531	303.48	0.15975%
CN 533	373.36	0.19653%
CN 619	380.66	0.20037%
CN 621	203.36	0.10705%
CN 623	203.36	0.10705%
CN 625	203.36	0.10705%
CN 627	310.78	0.16359%
CN 629	310.78	0.16359%
CN 631	310.78	0.16359%
CN 633	380.66	0.20037%
CN 719	382.74	0.20147%
CN 721	205.45	0.10814%
CN 723	205.45	0.10814%
CN 725	205.45	0.10814%
CN 727	312.87	0.16469%
CN 729	312.87	0.16469%
CN 731	312.87	0.16469%
CN 733	382.74	0.20147%
CN 819	384.83	0.20257%
CN 821	207.54	0.10924%
CN 823	207.54	0.10924%
CN 825	207.54	0.10924%
CN 827	314.95	0.16579%
CN 829	314.95	0.16579%

EXHIBIT 1, PART 1
I. SCHEDULE OF MINIMUM RENTS

Minimum Annual Rent Payable

Unit #	Allocation	%
CN 831	314.95	0.16579%
CN 833	384.83	0.20257%
CN 919	386.91	0.20366%
CN 921	209.62	0.11034%
CN 923	209.62	0.11034%
CN 925	209.62	0.11034%
CN 927	317.04	0.16688%
CN 929	317.04	0.16688%
CN 931	317.04	0.16688%
CN 933	386.91	0.20366%
CN 1019	389.00	0.20476%
CN 1021	211.71	0.11144%
CN 1023	211.71	0.11144%
CN 1025	211.71	0.11144%
CN 1027	319.13	0.16798%
CN 1029	319.13	0.16798%
CN 1031	319.13	0.16798%
CN 1033	389.00	0.20476%
CN 1119	391.08	0.20586%
CN 1121	213.79	0.11254%
CN 1123	213.79	0.11254%
CN 1125	213.79	0.11254%
CN 1127	321.21	0.16908%
CN 1129	321.21	0.16908%
CN 1131	321.21	0.16908%
CN 1133	391.08	0.20586%
PH 23	703.95	0.37055%
PH 24	599.66	0.31565%
PH 25	599.66	0.31565%
PH 26	599.66	0.31565%
PH 27	599.66	0.31565%
PH 28	599.66	0.31565%
PH 29	703.95	0.37055%

Unit #	Allocation	%
CN 9101	88.65	0.04666%
CN 9102	88.65	0.04666%
CN 9103	88.65	0.04666%
CN 9104	88.65	0.04666%
CN 9105	88.65	0.04666%
CN 9106	88.65	0.04666%
CN 9107	88.65	0.04666%
CN 9108	88.65	0.04666%
CN 9109	88.65	0.04666%
CN 9110	88.65	0.04666%
CN 9201	88.65	0.04666%
CN 9202	88.65	0.04666%
CN 9203	88.65	0.04666%
CN 9204	88.65	0.04666%
CN 9205	88.65	0.04666%
CN 9206	88.65	0.04666%
CN 9207	88.65	0.04666%
CN 9208	88.65	0.04666%
CN 9209	88.65	0.04666%
CN 9210	88.65	0.04666%
CN 9301	88.65	0.04666%
CN 9302	88.65	0.04666%
CN 9303	88.65	0.04666%
CN 9304	88.65	0.04666%
CN 9305	88.65	0.04666%
CN 9306	88.65	0.04666%
CN 9307	88.65	0.04666%
CN 9308	88.65	0.04666%
CN 9309	88.65	0.04666%
CN 9310	88.65	0.04666%

EXHIBIT D, PART I
I. SCHEDULE OF MINIMUM RENTS

Minimum Annual Rent Payable

Unit #	Allocation	%
ES 132	411.94	0.21684%
ES 134	220.05	0.11583%
ES 136	220.05	0.11583%
ES 138	220.05	0.11583%
ES 140	342.07	0.18006%
ES 142	342.07	0.18006%
ES 144	342.07	0.18006%
ES 146	411.94	0.21684%
ES 232	414.03	0.21794%
ES 234	222.14	0.11693%
ES 236	222.14	0.11693%
ES 238	222.14	0.11693%
ES 240	344.15	0.18116%
ES 242	344.15	0.18116%
ES 244	344.15	0.18116%
ES 246	414.03	0.21794%
ES 332	416.11	0.21903%
ES 334	224.22	0.11803%
ES 336	224.22	0.11803%
ES 338	224.22	0.11803%
ES 340	346.24	0.18225%
ES 342	346.24	0.18225%
ES 344	346.24	0.18225%
ES 346	416.11	0.21903%
ES 432	418.20	0.22013%
ES 434	226.31	0.11912%
ES 436	226.31	0.11912%
ES 438	226.31	0.11912%
ES 440	348.33	0.18335%
ES 442	348.33	0.18335%
ES 444	348.33	0.18335%
ES 446	418.20	0.22013%
ES 532	420.29	0.22123%
ES 534	228.39	0.12022%
ES 536	228.39	0.12022%
ES 538	228.39	0.12022%
ES 540	350.41	0.18445%
ES 542	350.41	0.18445%
ES 544	350.41	0.18445%

Unit #	Allocation	%
ES 546	420.29	0.22123%
ES 632	422.37	0.22233%
ES 634	230.48	0.12132%
ES 636	230.48	0.12132%
ES 638	230.48	0.12132%
ES 640	352.50	0.18555%
ES 642	352.50	0.18555%
ES 644	352.50	0.18555%
ES 646	422.37	0.22233%
ES 732	424.46	0.22343%
ES 734	232.57	0.12242%
ES 736	232.57	0.12242%
ES 738	232.57	0.12242%
ES 740	354.58	0.18665%
ES 742	354.58	0.18665%
ES 744	354.58	0.18665%
ES 746	424.46	0.22343%
ES 832	426.54	0.22452%
ES 834	234.65	0.12352%
ES 836	234.65	0.12352%
ES 838	234.65	0.12352%
ES 840	356.67	0.18774%
ES 842	356.67	0.18774%
ES 844	356.67	0.18774%
ES 846	426.54	0.22452%
ES 932	428.63	0.22562%
ES 934	236.74	0.12461%
ES 936	236.74	0.12461%
ES 938	236.74	0.12461%
ES 940	358.76	0.18884%
ES 942	358.76	0.18884%
ES 944	358.76	0.18884%
ES 946	428.63	0.22562%
ES 1032	430.71	0.22672%
ES 1034	238.82	0.12571%
ES 1036	238.82	0.12571%
ES 1038	238.82	0.12571%
ES 1040	360.84	0.18994%
ES 1042	360.84	0.18994%

EXHIBIT D, PART I
I. SCHEDULE OF MINIMUM RENTS

Minimum Annual Rent Payable

Unit #	Allocation	%
ES 1044	360.84	0.18994%
ES 1046	430.71	0.22672%
ES 1132	432.80	0.22782%
ES 1134	240.91	0.12681%
ES 1136	240.91	0.12681%
ES 1138	240.91	0.12681%
ES 1140	362.93	0.19104%
ES 1142	362.93	0.19104%
ES 1144	362.93	0.19104%
ES 1146	432.80	0.22782%
PH 30	756.10	0.39800%
PH 31	651.81	0.34310%
PH 32	651.81	0.34310%
PH 33	651.81	0.34310%
PH 34	651.81	0.34310%
PH 35	651.81	0.34310%
PH 36	756.10	0.39800%
EN 135	318.08	0.16743%
EN 137	258.64	0.13614%
EN 139	258.64	0.13614%
EN 141	258.64	0.13614%
EN 143	192.94	0.10156%
EN 145	192.94	0.10156%
EN 147	192.94	0.10156%
EN 149	318.08	0.16743%
EN 235	330.60	0.17402%
EN 237	271.15	0.14273%
EN 239	271.15	0.14273%
EN 241	271.15	0.14273%
EN 243	195.02	0.10266%
EN 245	195.02	0.10266%
EN 247	195.02	0.10266%
EN 249	330.60	0.17402%
EN 335	343.11	0.18061%
EN 337	283.67	0.14932%
EN 339	283.67	0.14932%
EN 341	283.67	0.14932%
EN 343	197.11	0.10375%

Unit #	Allocation	%
EN 345	197.11	0.10375%
EN 347	197.11	0.10375%
EN 349	343.11	0.18061%
EN 435	366.06	0.19268%
EN 437	296.18	0.15590%
EN 439	296.18	0.15590%
EN 441	296.18	0.15590%
EN 443	199.19	0.10485%
EN 445	199.19	0.10485%
EN 447	199.19	0.10485%
EN 449	366.06	0.19268%
EN 535	373.36	0.19653%
EN 537	303.48	0.15975%
EN 539	303.48	0.15975%
EN 541	303.48	0.15975%
EN 543	201.28	0.10595%
EN 545	201.28	0.10595%
EN 547	201.28	0.10595%
EN 549	373.36	0.19653%
EN 635	380.66	0.20037%
EN 637	310.78	0.16359%
EN 639	310.78	0.16359%
EN 641	310.78	0.16359%
EN 643	203.36	0.10705%
EN 645	203.36	0.10705%
EN 647	203.36	0.10705%
EN 649	380.66	0.20037%
EN 735	382.74	0.20147%
EN 737	312.87	0.16469%
EN 739	312.87	0.16469%
EN 741	312.87	0.16469%
EN 743	205.45	0.10814%
EN 745	205.45	0.10814%
EN 747	205.45	0.10814%
EN 749	382.74	0.20147%
EN 835	384.83	0.20257%
EN 837	314.95	0.16579%
EN 839	314.95	0.16579%
EN 841	314.95	0.16579%
EN 843	207.54	0.10924%
EN 845	207.54	0.10924%

Minimum Annual Rent Payable

Unit #	Allocation	%
EN 847	207.54	0.10924%
EN 849	384.83	0.20257%
EN 935	386.91	0.20366%
EN 937	317.04	0.16688%
EN 939	317.04	0.16688%
EN 941	317.04	0.16688%
EN 943	209.62	0.11034%
EN 945	209.62	0.11034%
EN 947	209.62	0.11034%
EN 949	386.91	0.20366%
EN 1035	389.00	0.20476%
EN 1037	319.13	0.16798%
EN 1039	319.13	0.16798%
EN 1041	319.13	0.16798%
EN 1043	211.71	0.11144%
EN 1045	211.71	0.11144%
EN 1047	211.71	0.11144%
EN 1049	389.00	0.20476%
EN 1135	391.08	0.20586%
EN 1137	321.21	0.16908%
EN 1139	321.21	0.16908%
EN 1141	321.21	0.16908%
EN 1143	213.79	0.11254%
EN 1145	213.79	0.11254%
EN 1147	213.79	0.11254%
EN 1149	391.08	0.20586%
PH 37	703.95	0.37055%
PH 38	599.66	0.31565%
PH 39	599.66	0.31565%
PH 40	599.66	0.31565%
PH 41	599.66	0.31565%
PH 42	599.66	0.31565%
PH 43	703.95	0.37055%

Unit #	Allocation	%
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TOTAL DOLLARS TO TOWER UNITS:	189,976.50
TOTAL PERCENTAGE FOR TOWER UNITS:	86.60%

TOTAL DOLLARS TO PROMENADE UNITS:	29,395.91
TOTAL PERCENTAGE FOR PROMENADE UNITS:	13.40%

TOTAL DOLLARS TO ALL UNITS:	219,372.41
TOTAL PERCENTAGE FOR ALL UNITS:	100.00%

EXHIBIT D II
7.5% PARTICIPATION FEE CREDITS

(Allocation of \$2.5 Million Deposit)

UNIT #		ALLOCATION	PERCENTAGE	UNIT #		ALLOCATION	PERCENTAGE
CN	1 19	\$4,185.81	0.16743%	CN	9 19	\$5,091.59	0.20366%
CN	1 21	\$2,538.93	0.10156%	CN	9 21	\$2,758.52	0.11034%
CN	1 23	\$2,538.93	0.10156%	CN	9 23	\$2,758.52	0.11034%
CN	1 25	\$2,538.93	0.10156%	CN	9 25	\$2,758.52	0.11034%
CN	1 27	\$3,403.55	0.13614%	CN	9 27	\$4,172.09	0.16688%
CN	1 29	\$3,403.55	0.13614%	CN	9 29	\$4,172.09	0.16688%
CN	1 31	\$3,403.55	0.13614%	CN	9 31	\$4,172.09	0.16688%
CN	1 33	\$4,185.81	0.16743%	CN	9 33	\$5,091.59	0.20366%
CN	2 19	\$4,350.50	0.17402%	CN	10 19	\$5,119.04	0.20476%
CN	2 21	\$2,566.38	0.10266%	CN	10 21	\$2,785.97	0.11144%
CN	2 23	\$2,566.38	0.10266%	CN	10 23	\$2,785.97	0.11144%
CN	2 25	\$2,566.38	0.10266%	CN	10 25	\$2,785.97	0.11144%
CN	2 27	\$3,568.23	0.14273%	CN	10 27	\$4,199.54	0.16798%
CN	2 29	\$3,568.23	0.14273%	CN	10 29	\$4,199.54	0.16798%
CN	2 31	\$3,568.23	0.14273%	CN	10 31	\$4,199.54	0.16798%
CN	2 33	\$4,350.50	0.17402%	CN	10 33	\$5,119.04	0.20476%
CN	3 19	\$4,515.19	0.18061%	CN	11 19	\$5,146.49	0.20586%
CN	3 21	\$2,593.83	0.10375%	CN	11 21	\$2,813.41	0.11254%
CN	3 23	\$2,593.83	0.10375%	CN	11 23	\$2,813.41	0.11254%
CN	3 25	\$2,593.83	0.10375%	CN	11 25	\$2,813.41	0.11254%
CN	3 27	\$3,732.92	0.14932%	CN	11 27	\$4,226.98	0.16908%
CN	3 29	\$3,732.92	0.14932%	CN	11 29	\$4,226.98	0.16908%
CN	3 31	\$3,732.92	0.14932%	CN	11 31	\$4,226.98	0.16908%
CN	3 33	\$4,515.19	0.18061%	CN	11 33	\$5,146.49	0.20586%
CN	4 19	\$4,817.11	0.19268%	CN	9101	\$1,166.54	0.04666%
CN	4 21	\$2,621.28	0.10485%	CN	9102	\$1,166.54	0.04666%
CN	4 23	\$2,621.28	0.10485%	CN	9103	\$1,166.54	0.04666%
CN	4 25	\$2,621.28	0.10485%	CN	9104	\$1,166.54	0.04666%
CN	4 27	\$3,897.61	0.15590%	CN	9105	\$1,166.54	0.04666%
CN	4 29	\$3,897.61	0.15590%	CN	9106	\$1,166.54	0.04666%
CN	4 31	\$3,897.61	0.15590%	CN	9107	\$1,166.54	0.04666%
CN	4 33	\$4,817.11	0.19268%	CN	9108	\$1,166.54	0.04666%
CN	5 19	\$4,913.18	0.19653%	CN	9109	\$1,166.54	0.04666%
CN	5 21	\$2,648.73	0.10595%	CN	9110	\$1,166.54	0.04666%
CN	5 23	\$2,648.73	0.10595%	CN	9201	\$1,166.54	0.04666%
CN	5 25	\$2,648.73	0.10595%	CN	9202	\$1,166.54	0.04666%
CN	5 27	\$3,993.68	0.15975%	CN	9203	\$1,166.54	0.04666%
CN	5 29	\$3,993.68	0.15975%	CN	9204	\$1,166.54	0.04666%
CN	5 31	\$3,993.68	0.15975%	CN	9205	\$1,166.54	0.04666%
CN	5 33	\$4,913.18	0.19653%	CN	9206	\$1,166.54	0.04666%
CN	6 19	\$5,009.25	0.20037%	CN	9207	\$1,166.54	0.04666%
CN	6 21	\$2,676.17	0.10705%	CN	9208	\$1,166.54	0.04666%
CN	6 23	\$2,676.17	0.10705%	CN	9209	\$1,166.54	0.04666%
CN	6 25	\$2,676.17	0.10705%	CN	9210	\$1,166.54	0.04666%
CN	6 27	\$4,089.74	0.16359%	CN	9301	\$1,166.54	0.04666%
CN	6 29	\$4,089.74	0.16359%	CN	9302	\$1,166.54	0.04666%
CN	6 31	\$4,089.74	0.16359%	CN	9303	\$1,166.54	0.04666%
CN	6 33	\$5,009.25	0.20037%	CN	9304	\$1,166.54	0.04666%
CN	7 19	\$5,036.70	0.20147%	CN	9305	\$1,166.54	0.04666%
CN	7 21	\$2,703.62	0.10814%	CN	9306	\$1,166.54	0.04666%
CN	7 23	\$2,703.62	0.10814%	CN	9307	\$1,166.54	0.04666%
CN	7 25	\$2,703.62	0.10814%	CN	9308	\$1,166.54	0.04666%
CN	7 27	\$4,117.19	0.16469%	CN	9309	\$1,166.54	0.04666%
CN	7 29	\$4,117.19	0.16469%	CN	9310	\$1,166.54	0.04666%
CN	7 31	\$4,117.19	0.16469%	PH	23	\$9,263.68	0.37055%
CN	7 33	\$5,036.70	0.20147%	PH	24	\$7,891.28	0.31565%
CN	8 19	\$5,064.15	0.20257%	PH	25	\$7,891.28	0.31565%
CN	8 21	\$2,731.07	0.10924%	PH	26	\$7,891.28	0.31565%
CN	8 23	\$2,731.07	0.10924%	PH	27	\$7,891.28	0.31565%
CN	8 25	\$2,731.07	0.10924%	PH	28	\$7,891.28	0.31565%
CN	8 27	\$4,144.64	0.16579%	PH	29	\$9,263.68	0.37055%
CN	8 29	\$4,144.64	0.16579%				
CN	8 31						
CN	8 33						

EXHIBIT D II
7.5% PARTICIPATION FEE CREDITS

(Allocation of \$2.5 Million Deposit)

UNIT #	ALLOCATION	PERCENTAGE	UNIT #	ALLOCATION	PERCENTAGE
EN 1 35	\$4,185.81	0.16743%	EN 7 35	\$5,036.70	0.20147%
EN 1 37	\$3,403.55	0.13614%	EN 7 37	\$4,117.19	0.16469%
EN 1 39	\$3,403.55	0.13614%	EN 7 39	\$4,117.19	0.16469%
EN 1 41	\$3,403.55	0.13614%	EN 7 41	\$4,117.19	0.16469%
EN 1 43	\$2,538.93	0.10156%	EN 7 43	\$2,703.62	0.10814%
EN 1 45	\$2,538.93	0.10156%			
EN 1 47	\$2,538.93	0.10156%	EN 7 45	\$2,703.62	0.10814%
EN 1 49	\$4,185.81	0.16743%	EN 7 47	\$2,703.62	0.10814%
EN 2 35	\$4,350.50	0.17402%	EN 7 49	\$5,036.70	0.20147%
EN 2 37	\$3,568.23	0.14273%	EN 8 35	\$5,064.15	0.20257%
EN 2 39	\$3,568.23	0.14273%	EN 8 37	\$4,144.64	0.16579%
EN 2 41	\$3,568.23	0.14273%	EN 8 39	\$4,144.64	0.16579%
EN 2 43	\$2,566.38	0.10266%	EN 8 41	\$4,144.64	0.16579%
EN 2 45	\$2,566.38	0.10266%	EN 8 43	\$2,731.07	0.10924%
EN 2 47	\$2,566.38	0.10266%	EN 8 45	\$2,731.07	0.10924%
EN 2 49	\$4,350.50	0.17402%	EN 8 47	\$2,731.07	0.10924%
EN 3 35	\$4,515.19	0.18061%	EN 8 49	\$5,064.15	0.20257%
EN 3 37	\$3,732.92	0.14932%	EN 9 35	\$5,091.59	0.20366%
EN 3 39	\$3,732.92	0.14932%	EN 9 37	\$4,172.09	0.16688%
EN 3 41	\$3,732.92	0.14932%	EN 9 39	\$4,172.09	0.16688%
EN 3 43	\$2,593.83	0.10375%	EN 9 41	\$4,172.09	0.16688%
EN 3 45	\$2,593.83	0.10375%	EN 9 43	\$2,758.52	0.11034%
EN 3 47	\$2,593.83	0.10375%	EN 9 45	\$2,758.52	0.11034%
EN 3 49	\$4,515.19	0.18061%	EN 9 47	\$2,758.52	0.11034%
EN 4 35	\$4,817.11	0.19268%	EN 9 49	\$5,091.59	0.20366%
EN 4 37	\$3,897.61	0.15590%	EN 10 35	\$5,119.04	0.20476%
EN 4 39	\$3,897.61	0.15590%	EN 10 37	\$4,199.54	0.16798%
EN 4 41	\$3,897.61	0.15590%	EN 10 39	\$4,199.54	0.16798%
EN 4 43	\$2,621.28	0.10485%	EN 10 41	\$4,199.54	0.16798%
EN 4 45	\$2,621.28	0.10485%	EN 10 43	\$2,785.97	0.11144%
EN 4 47	\$2,621.28	0.10485%	EN 10 45	\$2,785.97	0.11144%
EN 4 49	\$4,817.11	0.19268%	EN 10 47	\$2,785.97	0.11144%
EN 5 35	\$4,913.18	0.19653%	EN 10 49	\$5,119.04	0.20476%
EN 5 37	\$3,993.68	0.15975%	EN 11 35	\$5,146.49	0.20586%
EN 5 39	\$3,993.68	0.15975%	EN 11 37	\$4,226.98	0.16908%
EN 5 41	\$3,993.68	0.15975%	EN 11 39	\$4,226.98	0.16908%
EN 5 43	\$2,648.73	0.10595%	EN 11 41	\$4,226.98	0.16908%
EN 5 45	\$2,648.73	0.10595%	EN 11 43	\$2,813.41	0.11254%
EN 5 47	\$2,648.73	0.10595%	EN 11 45	\$2,813.41	0.11254%
EN 5 49	\$4,913.18	0.19653%	EN 11 47	\$2,813.41	0.11254%
EN 6 35	\$5,009.25	0.20037%	EN 11 49	\$5,146.49	0.20586%
EN 6 37	\$4,089.74	0.16359%	PH 37	\$9,263.68	0.37055%
EN 6 39	\$4,089.74	0.16359%	PH 38	\$7,891.28	0.31565%
EN 6 41	\$4,089.74	0.16359%	PH 39	\$7,891.28	0.31565%
EN 6 43	\$2,676.17	0.10705%	PH 40	\$7,891.28	0.31565%
EN 6 45	\$2,676.17	0.10705%	PH 41	\$7,891.28	0.31565%
EN 6 47	\$2,676.17	0.10705%	PH 42	\$7,891.28	0.31565%
EN 6 49	\$5,009.25	0.20037%	PH 43	\$9,263.68	0.37055%

EXHIBIT D II
7.5% PARTICIPATION FEE CREDITS

(Allocation of \$2.5 Million Deposit)

UNIT #	ALLOCATION	PERCENTAGE	UNIT #	ALLOCATION	PERCENTAGE
ES 1 32	\$5,420.97	0.21684%	ES 7 32	\$5,585.66	0.22343%
ES 1 34	\$2,895.76	0.11583%	ES 7 34	\$3,060.45	0.12242%
ES 1 36	\$2,895.76	0.11583%	ES 7 36	\$3,060.45	0.12242%
ES 1 38	\$2,895.76	0.11583%	ES 7 38	\$3,060.45	0.12242%
ES 1 40	\$4,501.46	0.18006%	ES 7 40	\$4,666.15	0.18665%
ES 1 42	\$4,501.46	0.18006%	ES 7 42	\$4,666.15	0.18665%
ES 1 44	\$4,501.46	0.18006%	ES 7 44	\$4,666.15	0.18665%
ES 1 46	\$5,420.97	0.21684%	ES 7 46	\$5,585.66	0.22343%
ES 2 32	\$5,448.42	0.21794%	ES 8 32	\$5,613.10	0.22452%
ES 2 34	\$2,923.21	0.11693%	ES 8 34	\$3,087.89	0.12352%
ES 2 36	\$2,923.21	0.11693%	ES 8 36	\$3,087.89	0.12352%
ES 2 38	\$2,923.21	0.11693%	ES 8 38	\$3,087.89	0.12352%
ES 2 40	\$4,528.91	0.18116%	ES 8 40	\$4,693.60	0.18774%
ES 2 42	\$4,528.91	0.18116%	ES 8 42	\$4,693.60	0.18774%
ES 2 44	\$4,528.91	0.18116%	ES 8 44	\$4,693.60	0.18774%
ES 2 46	\$5,448.42	0.21794%	ES 8 46	\$5,613.10	0.22452%
ES 3 32	\$5,475.87	0.21903%	ES 9 32	\$5,640.55	0.22562%
ES 3 34	\$2,950.65	0.11803%	ES 9 34	\$3,115.34	0.12461%
ES 3 36	\$2,950.65	0.11803%	ES 9 36	\$3,115.34	0.12461%
ES 3 38	\$2,950.65	0.11803%	ES 9 38	\$3,115.34	0.12461%
ES 3 40	\$4,556.36	0.18225%	ES 9 40	\$4,721.05	0.18884%
ES 3 42	\$4,556.36	0.18225%	ES 9 42	\$4,721.05	0.18884%
ES 3 44	\$4,556.36	0.18225%	ES 9 44	\$4,721.05	0.18884%
ES 3 46	\$5,475.87	0.21903%	ES 9 46	\$5,640.55	0.22562%
ES 4 32	\$5,503.31	0.22013%	ES 10 32	\$5,668.00	0.22672%
ES 4 34	\$2,978.10	0.11912%	ES 10 34	\$3,142.79	0.12571%
ES 4 36	\$2,978.10	0.11912%	ES 10 36	\$3,142.79	0.12571%
ES 4 38	\$2,978.10	0.11912%	ES 10 38	\$3,142.79	0.12571%
ES 4 40	\$4,583.81	0.18335%	ES 10 40	\$4,748.49	0.18994%
ES 4 42	\$4,583.81	0.18335%	ES 10 42	\$4,748.49	0.18994%
ES 4 44	\$4,583.81	0.18335%	ES 10 44	\$4,748.49	0.18994%
ES 4 46	\$5,503.31	0.22013%	ES 10 46	\$5,668.00	0.22672%
ES 5 32	\$5,530.76	0.22123%	ES 11 32	\$5,695.45	0.22782%
ES 5 34	\$3,005.55	0.12022%	ES 11 34	\$3,170.24	0.12681%
ES 5 36	\$3,005.55	0.12022%	ES 11 36	\$3,170.24	0.12681%
ES 5 38	\$3,005.55	0.12022%	ES 11 38	\$3,170.24	0.12681%
ES 5 40	\$4,611.25	0.18445%	ES 11 40	\$4,775.94	0.19104%
ES 5 42	\$4,611.25	0.18445%	ES 11 42	\$4,775.94	0.19104%
ES 5 44	\$4,611.25	0.18445%	ES 11 44	\$4,775.94	0.19104%
ES 5 46	\$5,530.76	0.22123%	ES 11 46	\$5,695.45	0.22782%
ES 6 32	\$5,558.21	0.22233%	PH 30	\$9,949.88	0.39800%
ES 6 34	\$3,033.00	0.12132%	PH 31	\$8,577.48	0.34310%
ES 6 36	\$3,033.00	0.12132%	PH 32	\$8,577.48	0.34310%
ES 6 38	\$3,033.00	0.12132%	PH 33	\$8,577.48	0.34310%
ES 6 40	\$4,638.70	0.18555%	PH 34	\$8,577.48	0.34310%
ES 6 42	\$4,638.70	0.18555%	PH 35	\$8,577.48	0.34310%
ES 6 44	\$4,638.70	0.18555%	PH 36	\$9,949.88	0.39800%
ES 6 46	\$5,558.21	0.22233%			

EXHIBIT D II
7.5% PARTICIPATION FEE CREDITS

(Allocation of \$2.5 Million Deposit)

UNIT #	ALLOCATION	PERCENTAGE	UNIT #	ALLOCATION	PERCENTAGE
WN 1 01	\$4,185.81	0.16743%	WN 7 01	\$5,036.70	0.20147%
WN 1 03	\$2,538.93	0.10156%	WN 7 03	\$2,703.62	0.10814%
WN 1 05	\$2,538.93	0.10156%	WN 7 05	\$2,703.62	0.10814%
WN 1 07	\$2,538.93	0.10156%	WN 7 07	\$2,703.62	0.10814%
WN 1 09	\$3,403.55	0.13614%	WN 7 09	\$4,117.19	0.16469%
WN 1 11	\$3,403.55	0.13614%	WN 7 11	\$4,117.19	0.16469%
WN 1 15	\$3,403.55	0.13614%	WN 7 15	\$4,117.19	0.16469%
WN 1 17	\$4,185.81	0.16743%	WN 7 17	\$5,036.70	0.20147%
WN 2 01	\$4,350.50	0.17402%	WN 8 01	\$5,064.15	0.20257%
WN 2 03	\$2,566.38	0.10266%	WN 8 03	\$2,731.07	0.10924%
WN 2 05	\$2,566.38	0.10266%	WN 8 05	\$2,731.07	0.10924%
WN 2 07	\$2,566.38	0.10266%	WN 8 07	\$2,731.07	0.10924%
WN 2 09	\$3,568.23	0.14273%	WN 8 09	\$4,144.64	0.16579%
WN 2 11	\$3,568.23	0.14273%	WN 8 11	\$4,144.64	0.16579%
WN 2 15	\$3,568.23	0.14273%	WN 8 15	\$4,144.64	0.16579%
WN 2 17	\$4,350.50	0.17402%	WN 8 17	\$5,064.15	0.20257%
WN 3 01	\$4,515.19	0.18061%	WN 9 01	\$5,091.59	0.20366%
WN 3 03	\$2,593.83	0.10375%	WN 9 03	\$2,758.52	0.11034%
WN 3 05	\$2,593.83	0.10375%	WN 9 05	\$2,758.52	0.11034%
WN 3 07	\$2,593.83	0.10375%	WN 9 07	\$2,758.52	0.11034%
WN 3 09	\$3,732.92	0.14932%	WN 9 09	\$4,172.09	0.16688%
WN 3 11	\$3,732.92	0.14932%	WN 9 11	\$4,172.09	0.16688%
WN 3 15	\$3,732.92	0.14932%	WN 9 15	\$4,172.09	0.16688%
WN 3 17	\$4,515.19	0.18061%	WN 9 17	\$5,091.59	0.20366%
WN 4 01	\$4,817.11	0.19268%	WN 10 01	\$5,119.04	0.20476%
WN 4 03	\$2,621.28	0.10485%	WN 10 03	\$2,785.97	0.11144%
WN 4 05	\$2,621.28	0.10485%	WN 10 05	\$2,785.97	0.11144%
WN 4 07	\$2,621.28	0.10485%	WN 10 07	\$2,785.97	0.11144%
WN 4 09	\$3,897.61	0.15590%	WN 10 09	\$4,199.54	0.16798%
WN 4 11	\$3,897.61	0.15590%	WN 10 11	\$4,199.54	0.16798%
WN 4 15	\$3,897.61	0.15590%	WN 10 15	\$4,199.54	0.16798%
WN 4 17	\$4,817.11	0.19268%	WN 10 17	\$5,119.04	0.20476%
WN 5 01	\$4,913.18	0.19653%	WN 11 01	\$5,146.49	0.20586%
WN 5 03	\$2,648.73	0.10595%	WN 11 03	\$2,813.41	0.11254%
WN 5 05	\$2,648.73	0.10595%	WN 11 05	\$2,813.41	0.11254%
WN 5 07	\$2,648.73	0.10595%	WN 11 07	\$2,813.41	0.11254%
WN 5 09	\$3,993.68	0.15975%	WN 11 09	\$4,226.98	0.16908%
WN 5 11	\$3,993.68	0.15975%	WN 11 11	\$4,226.98	0.16908%
WN 5 15	\$3,993.68	0.15975%	WN 11 15	\$4,226.98	0.16908%
WN 5 17	\$4,913.18	0.19653%	WN 11 17	\$5,146.49	0.20586%
WN 6 01	\$5,009.25	0.20037%	PH 8	\$9,263.68	0.37055%
WN 6 03	\$2,676.17	0.10705%	PH 9	\$7,891.28	0.31565%
WN 6 05	\$2,676.17	0.10705%	PH 10	\$7,891.28	0.31565%
WN 6 07	\$2,676.17	0.10705%	PH 11	\$7,891.28	0.31565%
WN 6 09	\$4,089.74	0.16359%	PH 12	\$7,891.28	0.31565%
WN 6 11	\$4,089.74	0.16359%	PH 14	\$7,891.28	0.31565%
WN 6 15	\$4,089.74	0.16359%	PH 15	\$9,263.68	0.37055%
WN 6 17	\$5,009.25	0.20037%			

EXHIBIT D II
7.5% PARTICIPATION FEE CREDITS

(Allocation of \$2.5 Million Deposit)

UNIT #	ALLOCATION	PERCENTAGE	UNIT #	ALLOCATION	PERCENTAGE
WS 1 00	\$5,420.97	0.21684%	WS 7 00	\$5,585.66	0.22343%
WS 1 02	\$4,501.46	0.18006%	WS 7 02	\$4,666.15	0.18665%
WS 1 04	\$4,501.46	0.18006%	WS 7 04	\$4,666.15	0.18665%
WS 1 06	\$4,501.46	0.18006%	WS 7 06	\$4,666.15	0.18665%
WS 1 08	\$2,895.76	0.11583%	WS 7 08	\$3,060.45	0.12242%
WS 1 10	\$2,895.76	0.11583%	WS 7 10	\$3,060.45	0.12242%
WS 1 12	\$2,895.76	0.11583%	WS 7 12	\$3,060.45	0.12242%
WS 1 14	\$5,420.97	0.21684%	WS 7 14	\$5,585.66	0.22343%
WS 2 00	\$5,448.42	0.21794%	WS 8 00	\$5,613.10	0.22452%
WS 2 02	\$4,528.91	0.18116%	WS 8 02	\$4,693.60	0.18774%
WS 2 04	\$4,528.91	0.18116%	WS 8 04	\$4,693.60	0.18774%
WS 2 06	\$4,528.91	0.18116%	WS 8 06	\$4,693.60	0.18774%
WS 2 08	\$2,923.21	0.11693%	WS 8 08	\$3,087.89	0.12352%
WS 2 10	\$2,923.21	0.11693%	WS 8 10	\$3,087.89	0.12352%
WS 2 12	\$2,923.21	0.11693%	WS 8 12	\$3,087.89	0.12352%
WS 2 14	\$5,448.42	0.21794%	WS 8 14	\$5,613.10	0.22452%
WS 3 00	\$5,475.87	0.21903%	WS 9 00	\$5,640.55	0.22562%
WS 3 02	\$4,556.36	0.18225%	WS 9 02	\$4,721.05	0.18884%
WS 3 04	\$4,556.36	0.18225%	WS 9 04	\$4,721.05	0.18884%
WS 3 06	\$4,556.36	0.18225%	WS 9 06	\$4,721.05	0.18884%
WS 3 08	\$2,950.65	0.11803%	WS 9 08	\$3,115.34	0.12461%
WS 3 10	\$2,950.65	0.11803%	WS 9 10	\$3,115.34	0.12461%
WS 3 12	\$2,950.65	0.11803%	WS 9 12	\$3,115.34	0.12461%
WS 3 14	\$5,475.87	0.21903%	WS 9 14	\$5,640.55	0.22562%
WS 4 00	\$5,503.31	0.22013%	WS 10 00	\$5,668.00	0.22672%
WS 4 02	\$4,583.81	0.18335%	WS 10 02	\$4,748.49	0.18994%
WS 4 04	\$4,583.81	0.18335%	WS 10 04	\$4,748.49	0.18994%
WS 4 06	\$4,583.81	0.18335%	WS 10 06	\$4,748.49	0.18994%
WS 4 08	\$2,978.10	0.11912%	WS 10 08	\$3,142.79	0.12571%
WS 4 10	\$2,978.10	0.11912%	WS 10 10	\$3,142.79	0.12571%
WS 4 12	\$2,978.10	0.11912%	WS 10 12	\$3,142.79	0.12571%
WS 4 14	\$5,503.31	0.22013%	WS 10 14	\$5,668.00	0.22672%
WS 5 00	\$5,530.76	0.22123%	WS 11 00	\$5,695.45	0.22782%
WS 5 02	\$4,611.25	0.18445%	WS 11 02	\$4,775.94	0.19104%
WS 5 04	\$4,611.25	0.18445%	WS 11 04	\$4,775.94	0.19104%
WS 5 06	\$4,611.25	0.18445%	WS 11 06	\$4,775.94	0.19104%
WS 5 08	\$3,005.55	0.12022%	WS 11 08	\$3,170.24	0.12681%
WS 5 10	\$3,005.55	0.12022%	WS 11 10	\$3,170.24	0.12681%
WS 5 12	\$3,005.55	0.12022%	WS 11 12	\$3,170.24	0.12681%
WS 5 14	\$5,530.76	0.22123%	WS 11 14	\$5,695.45	0.22782%
WS 6 00	\$5,558.21	0.22233%	PH 1	\$9,949.88	0.39800%
WS 6 02	\$4,638.70	0.18555%	PH 2	\$8,577.48	0.34310%
WS 6 04	\$4,638.70	0.18555%	PH 3	\$8,577.48	0.34310%
WS 6 06	\$4,638.70	0.18555%	PH 4	\$8,577.48	0.34310%
WS 6 08	\$3,033.00	0.12132%	PH 5	\$8,577.48	0.34310%
WS 6 10	\$3,033.00	0.12132%	PH 6	\$8,577.48	0.34310%
WS 6 12	\$3,033.00	0.12132%	PH 7	\$9,949.88	0.39800%
WS 6 14	\$5,558.21	0.22233%			
TOTALS			\$2,500,000.00	100.00%	

EXHIBIT E

MARINA CITY TOWERS
REAL ESTATE IMPROVEMENT APARTMENT PLAN

INDEX

SHEET NO.


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42	CENTER TOWER G5
43	CENTER TOWER G5 (CONTINUED)
44	CENTER TOWER PLAZA LEVEL
45	CENTER TOWER SECOND FLOOR
46	CENTER TOWER THIRD FLOOR
47	CENTER TOWER FOURTH FLOOR
48	CENTER TOWER FIFTH FLOOR
49	CENTER TOWER SIXTH FLOOR
50	CENTER TOWER SEVENTH FLOOR
51	CENTER TOWER EIGHTH FLOOR
52	CENTER TOWER NINTH FLOOR
53	CENTER TOWER TENTH FLOOR
54	CENTER TOWER ELEVENTH FLOOR
55	CENTER TOWER PENTHOUSE LOWER LEVEL
56	CENTER TOWER PENTHOUSE UPPER LEVEL
57	EAST TOWER ELEVATION
58	EAST TOWER G1
59	EAST TOWER G2
60	EAST TOWER G3
61	EAST TOWER G4
62	EAST TOWER PLAZA LEVEL
63	EAST TOWER SECOND FLOOR
64	EAST TOWER THIRD FLOOR
65	EAST TOWER FOURTH FLOOR
66	EAST TOWER FIFTH FLOOR
67	EAST TOWER SIXTH FLOOR
68	EAST TOWER SEVENTH FLOOR
69	EAST TOWER EIGHTH FLOOR
70	EAST TOWER NINTH FLOOR
71	EAST TOWER TENTH FLOOR
72	EAST TOWER ELEVENTH FLOOR
73	EAST TOWER PENTHOUSE LOWER LEVEL
74	EAST TOWER PENTHOUSE UPPER LEVEL
75	PROMENADE - LOWER & UPPER LEVEL

REVISION NOTES :

 Revised 5-19-87

 Revised 8-18-87

 Revised per field check 6-19-87

BASIS OF BEARINGS

THE BEARING N 77 DEGREES 24 MINUTES 00 SECONDS OF THE CENTER LINE OF ADMIRALTY WAY AS SHOWN ON L.A.C. 1, MAP NO. 14, 6-0-574 PAGES 20-25, INCLUSIVE, OF MAPS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, HAS BEEN USED IN THE PREPARATION OF THIS SURVEY.

NOTE:

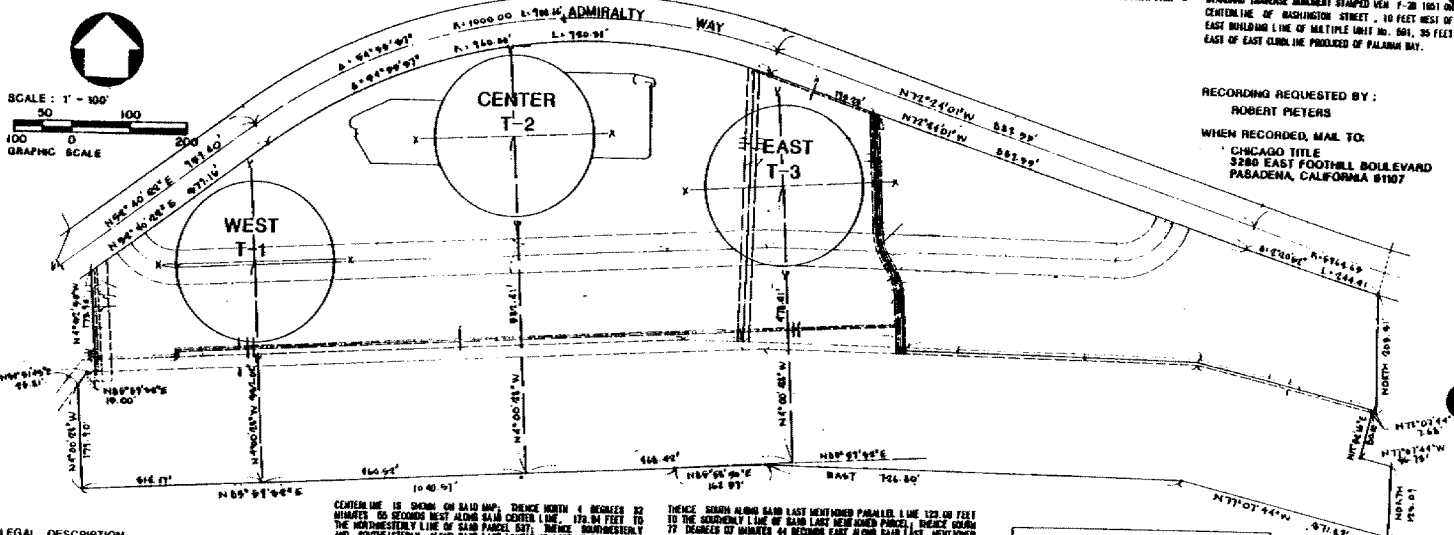
DIAGRAMMATIC FLOOR PLANS & ELEMENT DIMENSIONS WERE OBTAINED FROM THE MARINA CITY TOWER AS-BUILT PLANS DATED 8-27-74, 8-10-75, 7-18-78.

BENCH MARK

DATUM = LOS ANGELES, CALIFORNIA
 NO. = BM NO. 17-0850
 EL. = 6.224 (ADJUSTED 1980)
 DESCRIPTION = STANDARD TRANSVERSE INMOUNT STAMPED VEH F-28 1101 ON CENTERLINE OF WASHINGTON STREET, 10 FEET WEST OF EAST BUILDING LINE OF SALTILE UNIT NO. 801, 35 FEET EAST OF EAST CURBLINE PRODUCED BY PALMARD WAY.

RECORDING REQUESTED BY:
 ROBERT PIETERS

WHEN RECORDED, MAIL TO:
 CHICAGO TITLE
 3280 EAST FOOTHILL BOULEVARD
 PASADENA, CALIFORNIA 91107



LEGAL DESCRIPTION

PARCEL "A"

PARCELS 527 TO 537 INCLUSIVE, 540 TO 549 INCLUSIVE AND 550 TO 601 INCLUSIVE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN IN LOS ANGELES COUNTY ASSessor'S MAP NO. 14, FILED IN BOOK 1 PAGES 20 TO 25 INCLUSIVE OF ASSessor'S MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION THEREOF WITHIN THE FOLLOWING DESCRIBED PROPERTIES:

BEGINNING AT THE SOUTHWESTERN CORNER OF SAID PARCEL 541; THENCE NORTH 85 DEGREES 50 MINUTES 30 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID LAST MENTIONED PARCEL, A DISTANCE OF 140.00 FEET; THENCE NORTH 4 DEGREES 20 MINUTES 30 SECONDS WEST 150.00 FEET TO THE NORTHWESTERN LINE OF SAID LAST MENTIONED PARCEL; THENCE NORTH 34 DEGREES 51 MINUTES 37 SECONDS EAST ALONG SAID NORTHWESTERN LINE, 25.81 FEET TO THE NORTHERLY LINE OF SAID LAST MENTIONED PARCEL; THENCE NORTH 85 DEGREES 50 MINUTES 30 SECONDS EAST ALONG SAID NORTHERLY LINE, 18.00 FEET TO THE CENTER LINE OF THAT CERTAIN 20 FOOT EASEMENT FOR FIRE ACCESS, STORM DRAIN AND HARBOR UTILITY PURPOSES, IN SAID PARCELS 527 AND 540, AS SAID

CENTERLINE IS SHOWN ON SAID MAP; THENCE NORTH 4 DEGREES 32 MINUTES 00 SECONDS WEST ALONG SAID CENTER LINE, 175.00 FEET TO THE NORTHWESTERN LINE OF SAID PARCEL 507; THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG SAID LAST MENTIONED NORTHWESTERN LINE AND THE SOUTHWESTERN LINE OF SAID LAST MENTIONED PARCEL TO THE MOST WESTERN CORNER OF SAID PARCEL 540; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERN LINE OF SAID LAST MENTIONED PARCEL TO SAID NORTHWESTERN LINE OF PARCEL 541; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED NORTHWESTERN LINE TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT THE NORTHWESTERN CORNER OF SAID PARCEL 540; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID LAST MENTIONED PARCEL TO A LINE PARALLEL WITH AND 80 FEET WESTERLY MEASURED AT RIGHT ANGLES FROM THE EASTERN LINE OF SAID LAST MENTIONED PARCEL; THENCE SOUTH ALONG SAID PARALLEL LINE, 200.00 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 541; THENCE SOUTH 77 DEGREES 00 MINUTES 44 SECONDS WEST ALONG SAID SOUTHERLY LINE TO A POINT 100.00 FEET FROM THE SOUTHWESTERN CORNER OF SAID LAST MENTIONED PARCEL; THENCE SOUTH 12 DEGREES 42 MINUTES 10 SECONDS WEST TO A LINE PARALLEL WITH AND 80 FEET SOUTHERLY MEASURED AT RIGHT ANGLES FROM SAID SOUTHERLY LINE; THENCE SOUTH 77 DEGREES 00 MINUTES 44 SECONDS EAST ALONG SAID LAST MENTIONED PARALLEL LINE, 50.75 FEET TO A LINE PARALLEL WITH AND 80 FEET WESTERLY MEASURED AT RIGHT ANGLES FROM THE EASTERN LINE OF SAID PARCEL 541;

THENCE SOUTH ALONG SAID LAST MENTIONED PARALLEL LINE 125.00 FEET TO THE SOUTHERLY LINE OF SAID LAST MENTIONED PARCEL; THENCE SOUTH 77 DEGREES 00 MINUTES 44 SECONDS EAST ALONG SAID LAST MENTIONED SOUTHERLY LINE TO THE SOUTHWESTERN CORNER OF SAID LAST MENTIONED PARCEL; THENCE NORTH ALONG THE EASTERN LINE OF SAID LAST MENTIONED PARCEL; THENCE NORTH ALONG THE EASTERN LINE OF SAID PARCELS 507, 501 AND 502, A DISTANCE OF 407.24 FEET TO THE POINT OF BEGINNING.

PARCEL "B"

A RIGHT OF WAY FOR UTILITY PURPOSES IN AND ACROSS SAID PARCEL 500 AND 501, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY BOUNDARY OF SAID PARCEL 540, WITH A LINE PARALLEL WITH AND 8 FEET WESTERLY MEASURED AT RIGHT ANGLES FROM THE EASTERN LINE OF SAID LAST MENTIONED PARCEL; THENCE SOUTH ALONG SAID PARCEL 541; THENCE NORTH 77 DEGREES 00 MINUTES 44 SECONDS WEST ALONG SAID NORTHERLY LINE TO THE WESTERN LINE OF THE EASTERN 80 FEET OF SAID LAST MENTIONED PARCEL; THENCE NORTH ALONG SAID WESTERN LINE TO THE PARCEL; THENCE SOUTH 77 DEGREES 00 MINUTES 44 SECONDS WEST ALONG SAID LAST MENTIONED SOUTHERLY LINE TO THE WESTERN LINE OF THE ALONG SAID LAST MENTIONED WESTERN LINE AND 175.00 FEET SOUTHWESTERLY TO SAID NORTHERLY BOUNDARY; THENCE EASTERLY ALONG SAID NORTHERLY BOUNDARY TO THE POINT OF BEGINNING.

I HEREBY CERTIFY THAT THIS SURVEY CONSISTING OF 25 SHEETS WAS MADE BY ME ON APRIL 1987, THAT IT CORRECTLY SHOWS THE BOUNDARY AS SURVEYED BY ME AND THAT THE STRUCTURES ARE SHOWN CORRECTLY IN RELATIONSHIP TO THE BOUNDARY.

Tony H. Wong 4/9/87
 TONY H. WONG RCE 22651 DATE:



MARINA CITY TOWERS
 REAL ESTATE IMPROVEMENT APARTMENT PLAN
SURVEY SITE PLAN

SHEET OF 25 SHEETS

UNIT IDENTIFICATION AND TABULATION SUMMARY

UNIT	NO.	ELEMENT	PARKING SPACE #1A	STALL SPACE #2A	NO. SPACE #3A	UNIT	NO.	ELEMENT	PARKING SPACE #1A	STALL SPACE #2A	NO. SPACE #3A
WS	100	C	WT116	WT118		WS	800	C	WT452	WT458	
WN	101	CR	WT382	WT301		WN	801	CR	WT400	WT404	
WS	102	BR	WT470	PM328		WS	802	BR	WT487	PM48	
WN	103	AR	WT383			WN	803	AR	WT411		
WS	104	B	WT483	WT488		WS	804	B	WT253	PM2	
WN	105	A	WT288			WN	805	A	WT347		
WS	106	BR	WT111	WT120		WS	806	BR	WT486	WT508	
WN	107	AR	WT385			WN	807	AR	WT229		
WS	108	AR	WT145			WS	808	AR	WT455		
WN	109	BR	WT415	PM10		WN	809	BR	WT332	PM4	
WS	110	A	WT286			WS	810	A	WT478		
WN	111	B	WT401	WT381		WN	811	B	WT358	WT351	
WS	112	AR	WT407			WS	812	AR	WT352		
WN	114	CR	WT484	WT486		WS	814	CR	WT130	PM5	
WN	115	BR	WT438	PM327		WN	815	BR	WT313	WT318	
WN	117	C	WT201	WT203		WN	817	C	WT383	PM134	
WS	200	C	WT383	WT273		WS	700	C	WT487	WT488	
WN	201	CR	WT418	WT421		WN	701	CR	WT156	WT167	
WS	202	BR	WT488	WT247		WS	702	BR	WT149	PM138	
WN	203	AR	WT381			WN	703	AR	WT437		
WS	204	B	WT483	WT137		WS	704	B	WT505	WT507	
WN	205	A	WT418			WN	705	A	WT246		
WS	206	BR	WT386	WT107		WS	706	BR	WT151	WT143	
WN	207	AR	WT286			WN	707	AR	WT307		
WS	208	AR	WT108			WS	708	AR	WT358		
WN	209	BR	WT481	PM7		WN	709	BR	WT318	WT218	
WS	210	A	WT388			WS	710	A	WT248		
WN	211	B	WT287	WT153		WN	711	B	WT323	PM208	
WS	212	AR	WT237			WS	712	AR	WT381		
WS	214	CR	WT125	WT127		WS	714	CR	WT388	WT501	
WS	215	BR	WT358	PM204		WN	716	BR	WT325	PM331	
WN	217	C	WT377	WT379		WN	717	C	WT322	WT328	
WS	300	C	WT472	WT474		WS	800	C	WT140	PM208	
WN	301	CR	WT448	PM325		WN	801	CR	WT327	WT308	
WS	302	BR	WT387	PM332		WS	802	BR	WT458	WT480	
WN	303	AR	WT378			WN	803	AR	WT288		
WS	304	B	WT101	WT103		WS	804	B	WT277	PM328	
WN	305	A	WT408			WN	805	A	WT448		
WS	306	BR	WT482	WT144		WS	806	BR	WT255	WT257	
WN	307	AR	WT438			WN	807	AR	WT348		
WS	308	AR	WT353			WS	808	AR	WT129		
WN	309	BR	WT483	WT405		WN	809	BR	WT427	WT428	
WS	310	A	WT135			WS	810	A	WT117		
WN	311	B	WT348	WT473		WN	811	B	WT381	WT227	
WS	312	AR	WT444			WS	812	AR	WT481		
WS	314	CR	WT282	WT284		WS	814	CR	WT278	WT232	
WN	315	BR	WT408	WT412		WN	815	BR	WT356	WT231	
WN	317	C	PM8	WT311		WN	817	C	WT300	PM209	
WS	400	C	WT481	WT453		WS	900	C	WT131	WT133	
WN	401	CR	WT321	WT440		WN	901	CR	WT303	WT305	
WS	402	BR	WT378	PM328		WS	902	BR	WT378	WT388	
WN	403	AR	WT328			WN	903	AR	WT333		
WS	404	B	WT105	PM128		WS	904	B	WT278	PM210	
WN	405	A	WT423			WN	905	A	WT418		
WS	406	BR	WT148	WT152		WS	906	BR	WT380	WT384	
WN	407	AR	WT424			WN	907	AR	WT275		
WS	408	AR	WT478			WS	908	AR	WT481		
WN	409	BR	WT344	PM1		WN	909	BR	WT209	WT211	
WS	410	A	WT478			WS	910	A	WT378		
WN	411	B	WT413	PM8		WN	911	B	WT431	WT433	
WS	412	AR	WT251			WS	912	AR	WT467		
WS	414	CR	WT250	WT254		WS	914	CR	WT259	WT123	
WN	416	BR	WT278	WT238		WN	916	BR	WT315	WT233	
WN	417	C	WT503	PM202		WN	917	C	WT442	WT446	
WS	500	C	WT284	WT287		WS	1000	C	WT281	WT283	
WN	501	CR	WT387	WT388		WN	1001	CR	WT217	WT218	
WS	502	BR	WT482	WT488		WS	1002	BR	WT283	PM13	
WN	503	AR	WT354			WN	1003	AR	WT304		
WS	504	B	WT488	WT147		WS	1004	B	WT248	WT242	
WN	505	A	WT428			WN	1005	A	WT425		
WS	506	BR	WT356	WT357		WS	1006	BR	WT112	WT477	
WN	507	AR	WT378			WN	1007	AR	WT331		
WS	508	AR	WT138			WS	1008	AR	WT274		
WN	509	BR	PM330	WT441		WN	1009	BR	WT417	PM207	
WS	510	A	WT246			WS	1010	A	WT386		
WN	511	B	WT308	WT312		WN	1011	B	WT407	WT188	
WS	512	AR	WT486			WS	1012	AR	WT478		
WS	514	CR	WT482	WT488		WS	1014	CR	WT483	WT485	
WN	516	BR	WT318	PM203		WN	1016	BR	WT306	WT207	
WN	517	C	WT320	PM324		WN	1017	C	WT221	PM136	

NOTE: SEE LEGEND ON SHEET 5

UNIT IDENTIFICATION AND TABULATION SUMMARY

UNIT	NO.	ELEMENT	PARKING SPACE #1A	STALL SPACE #2A	NO. SPACE #3A
WS	1100	C	WT447	WT448	
WN	1101	CR	WT336	WT337	
WS	1102	BR	WT141	PM333	
WN	1103	AR	WT432		
WS	1104	B	WT609	WT611	
WN	1105	A	WT406		
WS	1106	BR	WT373	WT100	
WN	1107	AR	WT329		
WS	1108	AR	WT469		
WN	1109	BR	WT430	PM201	
WS	1110	A	WT471		
WN	1111	B	WT408	WT435	
WS	1112	AR	WT223		
WS	1114	CR	WT113	WT116	
WN	1116	BR	WT317	PM206	
WN	1117	C	WT156	WT288	
PH L/U	1	FR/GR	WT132	WT136	PM18
PH L/U	2	D/E	WT280	WT271	
PH L/U	3	DR/ER	WT260	WT268	PM137
PH L/U	4	DR/ER	WT168	WT181	PM11
PH L/U	6	D/E	WT371	WT373	
PH L/U	8	DR/ER	WT360	WT364	PM14
PH L/U	7	F/G	WT124	WT128	PM3
PH L/U	8	F/G	WT310	WT314	
PH L/U	9	DR/ER	WT208	WT208	
PH L/U	10	D/E	WT236	WT225	
PH L/U	11	DR/ER	WT340	WT342	
PH L/U	12	DR/ER	WT215	WT213	
PH L/U	14	D/E	WT241	WT243	
PH L/U	15	FR/GR	WT341	WT343	
CS	116	C	CT380	CT401	
CS	118	BR	CT820	CT818	
CS	119	CR	CT480	CT446	
CS	120	B	CT160	CT137	
CS	121	AR	CT114		
CS	122	BR	CT818	CT816	
CS	123	A	CT323		
CS	124	AR	CT499		
CS	126	AR	CT186		
CS	128	A	CT800		
CS	127	BR	CT1218	CT1220	
CS	128	AR	CT607		
CS	129	B	CT428	CT447	
CS	130	CR	CT148	CT147	
CS	131	BR	CT460	CT360	
CS	133	C	CT821	CT824	
CS	218	C	CT280	CT380	
CS	218	BR	CT803	CT806	
CS	219	CR	CT1126	CT1126	
CS	220	B	CT831	CT800	
CS	221	AR	CT808		
CS	222	BR	CT671	CT673	
CS	223	A	CT134		
CS	224	AR	CT874		
CS	226	AR	CT108		
CS	228	A	CT184		
CS	227	BR	CT1121	CT1121	
CS	228	AR	CT510		
CS	229	B	CT1217	CT1217	
CS	230	CR	CT811	CT813	
CS	231	BR	CT1123	CT1123	
CS	233	C	CT1109	CT1109	
CS	318	C	CT186	CT188	
CS	318	BR	CT167	CT409	
CS	319	CR	CT431	CT433	
CS	320	B	CT372	CT370	
CS	321	AR	CT647		
CS	322	BR	CT368	CT368	
CS	323	A	CT130		
CS	324	AR	CT480		
CS	326	AR	CT424		
CS	328	A	CT368		
CS	327	BR	CT1228	CT1228	
CS	328	AR	CT377		
CS	329	B	CT839	CT840	
CS	330	CR	CT263	CT260	
CS	331	BR	CT427	CT429	
CS	333	C	CT1113	CT1113	

UNIT	NO.	ELEMENT	PARKING SPACE #1A	STALL SPACE #2A	NO. SPACE #3A
CS	418	C	CT371	CT373	
CS	418	BR	CT503	CT503	
CS	418	CR	CT467	CT460	
CS	420	B	CT498	CT502	
CS	421	AR	CT124		
CS	422	BR	CT480	CT504	
CS	423	A	CT441		
CS	424	AR	CT276		
CS	426	AR	CT532		
CS	428	A	CT179		
CS	427	BR	CT437	CT439	
CS	428	AR	CT367		
CS	429	B	CT1119	CT1119	
CS	430	CR	CT363	CT363	
CS	431	BR	CT823	CT824	
CS	433	C	CT412	CT418	
CS	618	C	CT684	CT588	
CS	618	BR	CT488	CT488	
CS	618	CR	CT463	CT465	
CS	620	B	CT618	CT520	
CS	621	AR	CT120		
CS	622	BR	CT471	CT473	
CS	623	A	CT432		
CS	624	AR	CT400		
CS	626	AR	CT823		
CS	628	A	CT817		
CS	627	BR	CT417	CT518	
CS	628	AR	CT476		
CS	629	B	CT584	CT406	
CS	630	CR	CT362	CT366	
CS	631	BR	CT543	CT548	
CS	633	C	CT814	CT544	
CS	818	C	CT201	CT203	
CS	818	BR	CT378	CT381	
CS	819	CR	CT207	CT209	
CS	820	B	CT176	CT178	
CS	821	AR	CT434		
CS	822	BR	CT368	CT389	
CS	823	A	CT567		
CS	824	AR	CT260		
CS	825	AR	CT138		
CS	826	A	CT579		
CS	827	BR	CT611	CT563	
CS	828	AR	CT484		
CS	829	B	CT271	CT360	
CS	830	CR	CT607	CT590	
CS	831	BR	CT518	CT528	
CS	833	C	CT1216	CT1216	
CS	718	C	CT508	CT611	
CS	718	BR	CT806	CT810	
CS	719	CR	CT463	CT466	
CS	720	B	CT467	CT480	
CS	721	AR	CT140		
CS	722	BR	CT153	CT156	
CS	723	A	CT525		
CS	724	AR	CT565		
CS	725	AR	CT139		
CS	726	A	CT484		
CS	727	BR	CT1211	CT1211	
CS	728	AR	CT467		
CS	729	B	CT1129	CT1129	
CS	730	CR	CT140	CT151	
CS	731	BR	CT668	CT560	
CS	733	C	CT662	CT564	
CS	818	C	CT576	CT577	
CS	818	BR	CT602	CT604	
CS	819	CR	CT110	CT112	
CS	820	B	CT479	CT481	
CS	821	AR	CT483		
CS	822	BR	CT303	CT301	
CS	823	A	CT136		
CS	824	AR	CT601		
CS	825	AR	CT442		
CS	826	A	CT486		
CS	827	BR	CT243	CT248	
CS	828	AR	CT482		
CS	829	B	CT649	CT601	
CS	830	CR	CT180	CT182	
CS	831	BR	CT340	CT351	
CS	833	C	CT230	CT241	

UNIT IDENTIFICATION AND TABULATION SUMMARY

UNIT	NO.	ELEMENT	PARKING SPACE #1A	STALL SPACE #2A	NO. SPACE #3A
CS	916	C	CT491	CT493	
CS	918	BR	CT475	CT477	
CS	919	CR	CTT115	CTT115	
CS	920	B	CT252	CT254	
CS	921	AR	CT535		
CS	922	BR	CT391	CT393	
CS	923	A	CT537		
CS	924	AR	CT354		
CS	925	AR	CT321		
CS	926	A	CT163		
CS	927	BR	CT541	CT552	
CS	928	AR	CT547		
CS	929	B	CTT227	CTT227	
CS	930	CR	CT159	CT161	
CS	931	BR	CTT111	CTT111	
CS	933	C	CT536	CT533	
CS	1016	C	CT360	CT364	
CS	1018	BR	CT366	CT482	
CS	1019	CR	CT454	CT458	
CS	1020	B	CT368	CT397	
CS	1021	AR	CT438		
CS	1022	BR	CT156	CT158	
CS	1023	A	CT132		
CS	1024	AR	CT821		
CS	1026	AR	CT640		
CS	1028	A	CT385		
CS	1027	BR	CTT237	CTT237	
CS	1028	AR	CT402		
CS	929	B	CT356	CT367	
CS	930	CR	CT508	CT600	
CS	1031	BR	CTT223	CTT223	
CS	1033	C	CTT133	CTT133	
CS	1116	C	CT488	CT472	
CS	1118	BR	CT380	CT384	
CS	1119	CR	CT423	CT421	
CS	1120	B	CT404	CT408	
CS	1121	AR	CT448		
CS	1122	BR	CT581	CT572	
CS	1123	A	CT538		
CS	1124	AR	CT567		
CS	1125	AR	CT548		
CS	1126	A	CT403		
CS	1127	BR	CT416	CT557	
CS	1128	AR	CT580		
CS	1129	B	CT527	CT529	
CS	1130	CR	CT172	CT174	
CS	1131	BR	CT443	CT425	
CS	1133	C	CT247	CT249	
CS	9101	HR	CT306		
CS	9102	H	CT307		
CS	9103	HR	CT308		
CS	9104	H	CT311		
CS	9105	HR	CT313		
CS	9106	H	CT316		
CS	9107	HR	CT317		
CS	9108	H	CT318		
CS	9109	HR	CT320		
CS	9110	H	CT363		
CS	9201	HR	CT411		
CS	9202	H	CT343		
CS	9203	HR	CT325		
CS	9204	H	CT327		
CS	9205	HR	CT328		
CS	9206	H	CT347		
CS	9207	HR	CT320		
CS	9208	H	CT331		
CS	9209	HR	CT333		
CS	9210	H	CT481		
CS	9301	HR	CT336		
CS	9302	H	CT337		
CS	9303	HR	CT338		
CS	9304	H	CT339		
CS	9305	HR	CT341		
CS	9306	H	CT342		
CS	9307	HR	CT324		
CS	9308	H	CT346		
CS	9309	HR	CT348		
CS	9310	H	CT329		
PH L/U	16	FR/GR	CT240	CT244	CT248
PH L/U	17	D/E	CT813	CT515	
PH L/U	18	DR/ER	CT288	CT258	CT284
PH L/U	19	DR/ER	CT287	CT288	CT270
PH L/U	20	D/E	CT173	CT175	CT177
PH L/U	21	DR/ER	CT251	CT253	CT255
PH L/U	22	F/G	CT257	CT259	CT261
PH L/U	23	F/G	CTT219	CTT219	
PH L/U	24	DR/ER	CTT127	CTT127	
PH L/U	25	D/E	CTT231	CTT231	
PH L/U	26	DR/ER	CT218	CT218	CT222
PH L/U	27	DR/ER	CT224	CT228	CT232
PH L/U	28	D/E	CT234	CT236	CT238
PH L/U	29	FR/GR	CT141	CT143	

UNIT	NO.	ELEMENT	PARKING SPACE #1A	STALL SPACE #2A	NO. SPACE #3A
ES	132	C	ET483	PM58	
ES	134	A	ET265		
EN	135	CR	ET416	ET421	
ES	136	AR	ET114		
EN	137	B	ET409	ET488	
ES	138	A	ET107		
EN	139	BR	ET201	PM75	
ES	140	B	ET110	ET112	
EN	141	B	ET470	PM77	
ES	142	BR	ET475	ET477	
EN	143	A	ET216		
ES	144	B	ET471	ET481.5	
EN	145	AR	ET449		
ES	146	CR	ET507	ET513	
EN	147	A	ET223		
EN	149	C	ET214	PM74	
ES	232	C	ET474	ET476	
ES	234	A	ET523		
EN	235	CR	ET433.5	PM73	
ES	236	AR	ET279		
EN	237	B	ET426	ET481	
ES	238	A	ET498		
EN	239	BR	ET347	PM72	
ES	240	B	ET515	PM58	
EN	241	B	ET432	ET440	
ES	242	BR	ET509	ET493	
EN	243	A	ET237		
ES	244	B	ET248	PM60	
EN	245	AR	ET443		
ES	246	CR	ET281	PM61	
EN	247	A	ET408		
EN	249	C	ET315	CT217	
ES	332	C	ET387	ET389	
ES	334	A	ET129		
EN	335	CR	ET383	ET466	
ES	336	AR	ET472		
EN	337	B	ET420	ET422	
ES	338	A	ET289		
EN	339	BR	ET381	PM71	
ES	340	B	ET102	ET104	
EN	341	B	ET406	ET271	
ES	342	BR	ET481	ET246	
EN	343	A	ET489		
ES	344	B	ET111	ET115	
EN	345	AR	ET306		
ES	346	CR	ET383	PM62	
EN	347	A	ET418		
EN	349	C	ET411	ET283	
ES	352	C	ET289.5	ET381	
ES	434	A	ET601		
EN	435	CR	ET447	ET139	
ES	436	AR	ET526		
EN	437	B	ET318	ET321	
ES	438	A	ET485		
EN	439	BR	PM46	CT316	
ES	440	B	ET378	ET531	
EN	441	B	ET438	ET385	
ES	442	BR	ET519	PM278	
EN	443	A	ET482		
ES	444	B	ET344	PM63	
EN	445	AR	ET481		
ES	446	CR	ET384	CT356	
EN	447	A	ET453		
EN	448	C	ET384	ET402	
ES	532	C	ET340	ET342	
ES	534	A	ET460		
EN	535	CR	ET414	ET416	
ES	536	AR	ET485		
EN	537	B	ET217	ET219	
ES	538	A	ET487		
EN	539	BR	ET457	PM70	
ES	540	B	ET338	PM64	
EN	541	B	ET351	ET285	
ES	542	BR	ET149	PM65	
EN	543	A	ET382		
ES	544	B	ET387	PM66	
EN	546	AR	ET221		
ES	548	CR	ET371	ET373	
EN	547	C	ET349		
EN	549	C	ET487	PM76	
ES	632	C	ET517	ET348	
ES	634	A	ET147		
EN	635	CR	ET439	ET441	
ES	636	AR	ET473		
EN	637	B	ET291	ET293	
ES	638	A	ET484		
EN	639	BR	ET286	ET528	
ES	640	B	ET358	ET360	
EN	641	B	ET219	ET241	
ES	642	BR	ET101	ET338	
EN	643	A	ET413		
ES	644	B	ET487	ET489	
EN	646	AR	ET436		
ES	648	CR	ET343	ET511	
EN	647	A	ET434		
EN	649	C	ET463	PM67	

UNIT IDENTIFICATION AND TABULATION SUMMARY

UNIT	NO.	ELEMENT	PARKING SPACE #1A	STALL SPACE #2A	NO. SPACE #3A	UNIT	NO.	ELEMENT	PARKING SPACE #1A	STALL SPACE #2A	NO. SPACE #3A
ES	732	C	ET131	ET283		EN	1137	B	ET314	ET398	
ES	734	A	ET287			ES	1138	A	ET442		
EN	735	CR	ET320	ET322		EN	1139	BR	ET310	ET312	
ES	736	AR	ET521			ES	1140	B	ET234	ET238	
EN	737	B	ET401	ET488		EN	1141	B	ET427	ET428	
ES	738	A	ET383			ES	1142	BR	ET119	ET117	
EN	739	BR	ET336	ET337		EN	1143	A	ET431		
ES	740	B	ET332	ET334		ES	1144	B	ET448	ET448	
EN	741	B	ET407	ET220		EN	1145	AR	ET313		
ES	742	BR	ET503	ET506		ES	1146	CR	ET350	ET352	
EN	743	A	ET318			EN	1147	A	ET202		
ES	744	B	ET359	ET527		EN	1148	C	ET287	ET289	
EN	745	AR	ET405			PH L/U	30	F/G	ET222	ET224	ET228
ES	746	CR	ET375	ET377		PH L/U	31	OR/ER	ET118	ET118	ET133
EN	747	A	ET403			PH L/U	32	O/E	ET238	ET240	ET242
EN	749	C	ET338	ET341		PH L/U	33	O/E	ET255	ET257	ET259
ES	832	C	ET230	ET244		PH L/U	34	OR/ER	ET273	ET275	ET277
ES	834	A	ET103			PH L/U	35	O/E	ET243	ET245	
EN	835	CR	ET311	PM68		PH L/U	36	FR/GR	ET124	ET128	GT592
ES	836	AR	ET301			PH L/U	37	FR/GR	ET227	ET228	
EN	837	B	ET323	ET325		PH L/U	38	O/E	ET210	ET212	
ES	838	A	ET444			PH L/U	39	OR/ER	ET209	ET211	
EN	839	BR	ET445	ET215		PH L/U	40	O/E	ET208	ET208	
ES	840	B	ET456	ET459		PH L/U	41	O/E	ET233	ET235	
EN	841	B	ET410	ET412		PH L/U	42	OR/ER	ET302	ET304	
ES	842	BR	ET141	ET143		PH L/U	43	F/G	ET327	ET329	GT206
EN	843	A	ET404								
ES	844	B	ET146	PM68							
EN	845	AR	ET481								
ES	846	CR	ET120	ET122							
EN	847	A	ET204								
EN	849	C	ET423	ET425							
ES	932	C	ET108	ET108							
ES	934	A	ET303								
EN	935	CR	ET306	ET308							
ES	936	AR	ET454								
EN	937	B	ET223.5	ET218							
ES	938	A	ET281								
EN	939	BR	ET205	ET324							
ES	940	B	ET137	ET381							
EN	941	B	ET435	ET437							
ES	942	BR	ET121	ET123							
EN	943	A	ET151								
ES	944	B	ET367	ET369							
EN	945	AR	ET328								
ES	946	CR	ET450	ET452							
EN	947	A	ET253								
EN	949	C	ET428	ET430							
ES	1032	C	ET253	ET251							
ES	1034	A	ET424								
EN	1035	CR	ET331	ET333							
ES	1036	AR	ET109								
EN	1037	B	ET433	PM68							
ES	1038	A	ET113	ET135							
EN	1039	BR	ET207	ET213							
ES	1040	B	ET203	ET248							
EN	1041	B	ET231	ET455							
ES	1042	BR	ET247	ET249							
EN	1043	A	ET225								
ES	1044	B	ET355	ET357							
EN	1045	AR	ET307								
ES	1046	CR	ET228	ET232							
EN	1047	A	ET345								
EN	1049	C	ET416	ET417							
ES	1132	C	ET125	ET127							
ES	1134	A	ET103								
EN	1135	CR	ET328	ET330							
ES	1136	AR	ET479								

TOTAL 800 800 373 21

LEGEND

LEGEND & ABBREVIATIONS

*	UNASSIGNED PARKING SPACE
A-N	ELEMENT
AR-NR	ELEMENT REVERSED
EL	ELEVATION
CLG	CEILING
FF	FINISHED FLOOR
T1	WEST TOWER
T2	CENTER TOWER
T3	EAST TOWER
F/G	ELEMENT F FOR PH LOWER LEVEL
G	ELEMENT G FOR PH UPPER LEVEL
G1	GARAGE LEVEL 1

UNIT KEY

CH	CENTER TOWER NORTH
CS	CENTER TOWER SOUTH
EN	EAST TOWER NORTH
ES	EAST TOWER SOUTH
WN	WEST TOWER NORTH
WS	WEST TOWER SOUTH
PH L/U	PENTHOUSE LOWER LEVEL/UPPER LEVEL

SPACE KEY

CT	CENTER TOWER
CTT	CENTER TOWER TANDUM (In CT G1 & CT G2)
ET	EAST TOWER
WT	WEST TOWER
PM	PROMENADE

NOTES

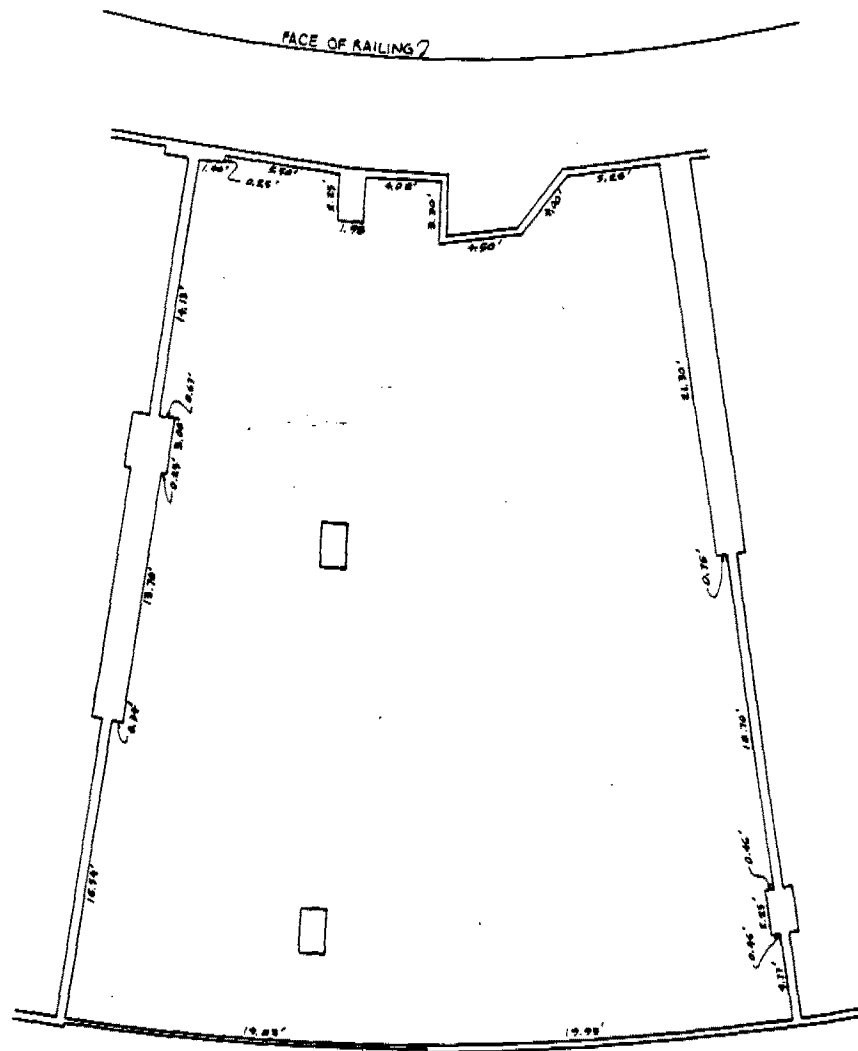
- The following are not part of a unit or parking space:
bearing walls, columns, vertical supports, horizontal supports, floors, roofs, foundations, beams, patio fence supports, entry court fences and railings, central services, pipes, ducts, flues, chimneys, wires and other utility installations, wherever located, except the ducts thereof when located within a unit.
- In interpreting mass and plans, the existing physical boundaries of the unit or of a unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be the boundaries rather than the notes and bounds expressed in the mass or plan regardless of setting or lateral movement of the building and regardless of a minor variance between the boundaries shown on the plan or in the mass and those of the building.
- This plan and dimensions shown herein are diagrammatic floor plans of the building built thereon in sufficient detail to identify each unit or parking space, its relative location and approximate dimensions. The dimensions shown herein are not intended to be sufficiently accurate to use for the computation of floor area or air space volume in all or any of the units.
- The boundaries of the units or parking spaces are determined as follows: the lateral boundaries are the interior surfaces of the perimeter walls, doors, windows, balconies, rails and fences, otherwise the lateral boundaries are vertical planes at the limits of the horizontal dimensions shown herein. The lower vertical boundary is the surface of the finished floor or pavement. The upper vertical limit is the surface of the ceiling where one exists, otherwise the upper vertical boundaries and lower vertical boundaries are horizontal planes having elevations shown on the plan.
- The diagrammatic floor plan contains herein intentionally omit information with respect to the interior partitioning within the units. Likewise, such details as protrusion of vents, ducts, beams, columns, window casings and other such features into the air space encompassed by the units are not intended to be reflected in this plan.
- There are numbered parking spaces shown on the diagrammatic floor plans which are not assigned to a unit. These spaces are not assigned and shall not be occupied by any pre-paid business holder.
- Parking space numbers are shown and they are not inclusive.
- Parking spaces assigned to the units cannot be sold, exchanged or leased.



GRAPHIC SCALE: 1" = 4'

0' 2' 4' 8' 12'

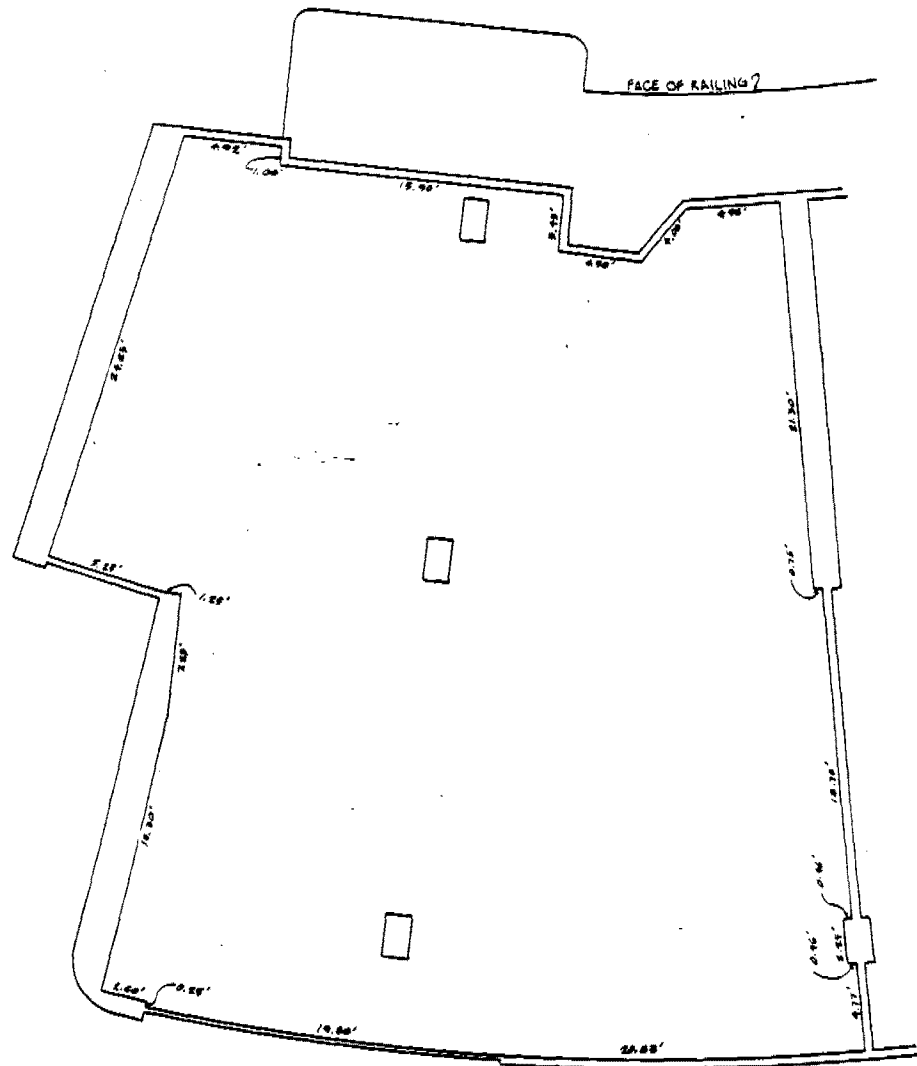
DIAGRAMMATIC FLOOR PLANS & ELEMENT DIMENSIONS WERE OBTAINED FROM THE MARINA CITY TOWER AS-BUILT PLANS DATED 9-27-74, 6-10-75, 7-18-75'



GRAPHIC SCALE: 1" = 4'

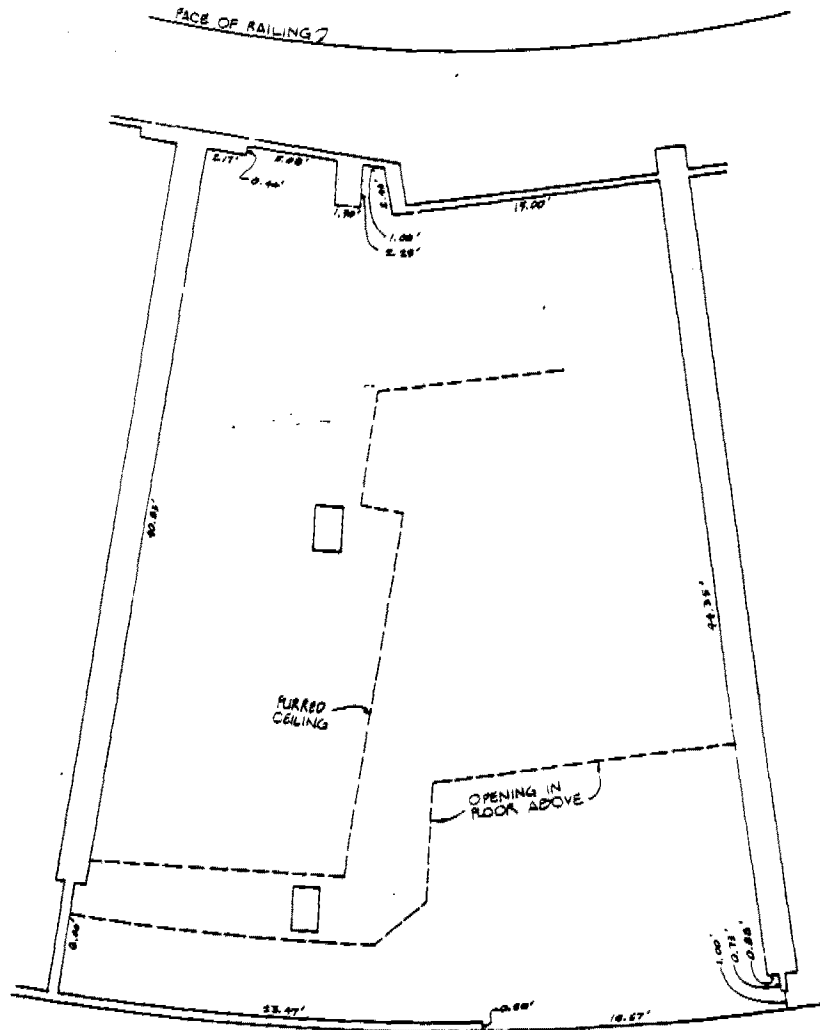
0' 2' 4' 8' 12'

DIAGRAMMATIC FLOOR PLANS & ELEMENT DIMENSIONS WERE OBTAINED FROM THE MARINA CITY TOWER AS-BUILT PLANS DATED 6-27-74, 8-10-75, 7-18-75



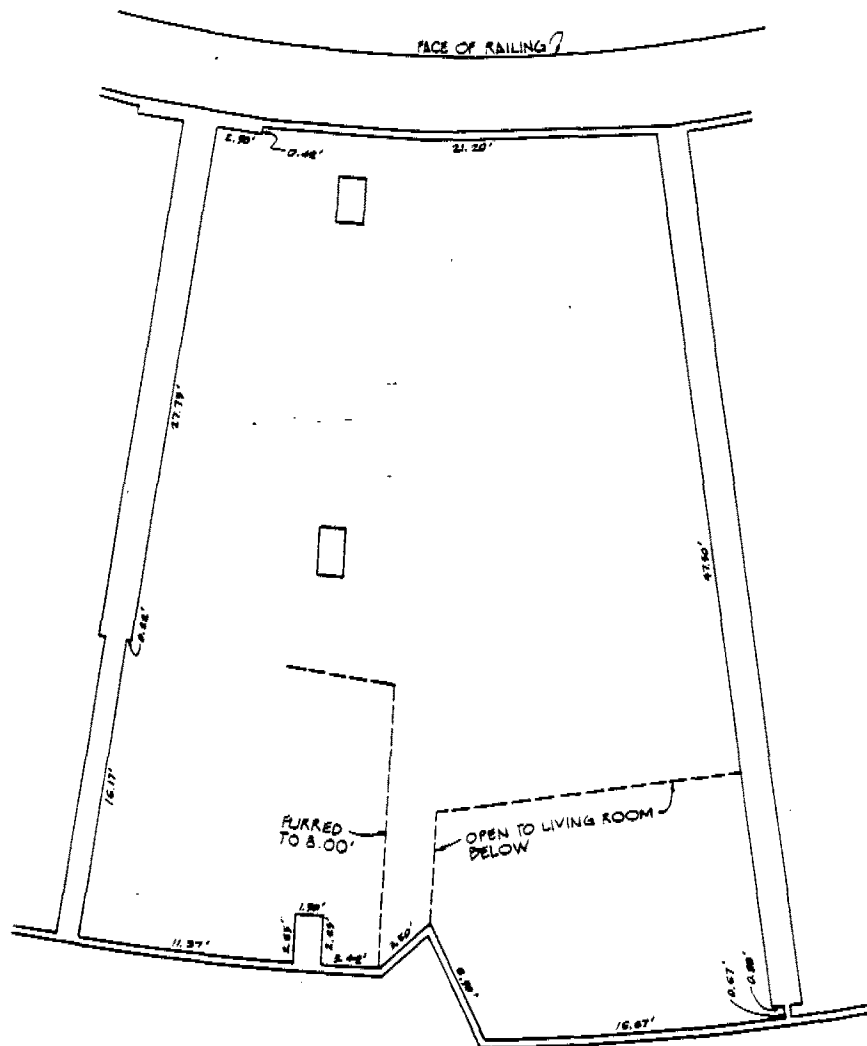
ELEMENT C
TYPICAL THREE BEDROOM APARTMENT
GRAPHIC SCALE: 1" = 4'
0' 2' 4' 6' 12'

DIAGRAMMATIC FLOOR PLANS & ELEMENT DIMENSIONS WERE OBTAINED FROM THE
MARINA CITY TOWER AS-BUILT PLANS DATED (8-27-74, 8-10-75, 7-16-75)



ELEMENT D
TYPICAL THREE BEDROOM PENTHOUSE LOWER LEVEL
GRAPHIC SCALE: 1" = 4'
0' 2' 4' 6' 12'

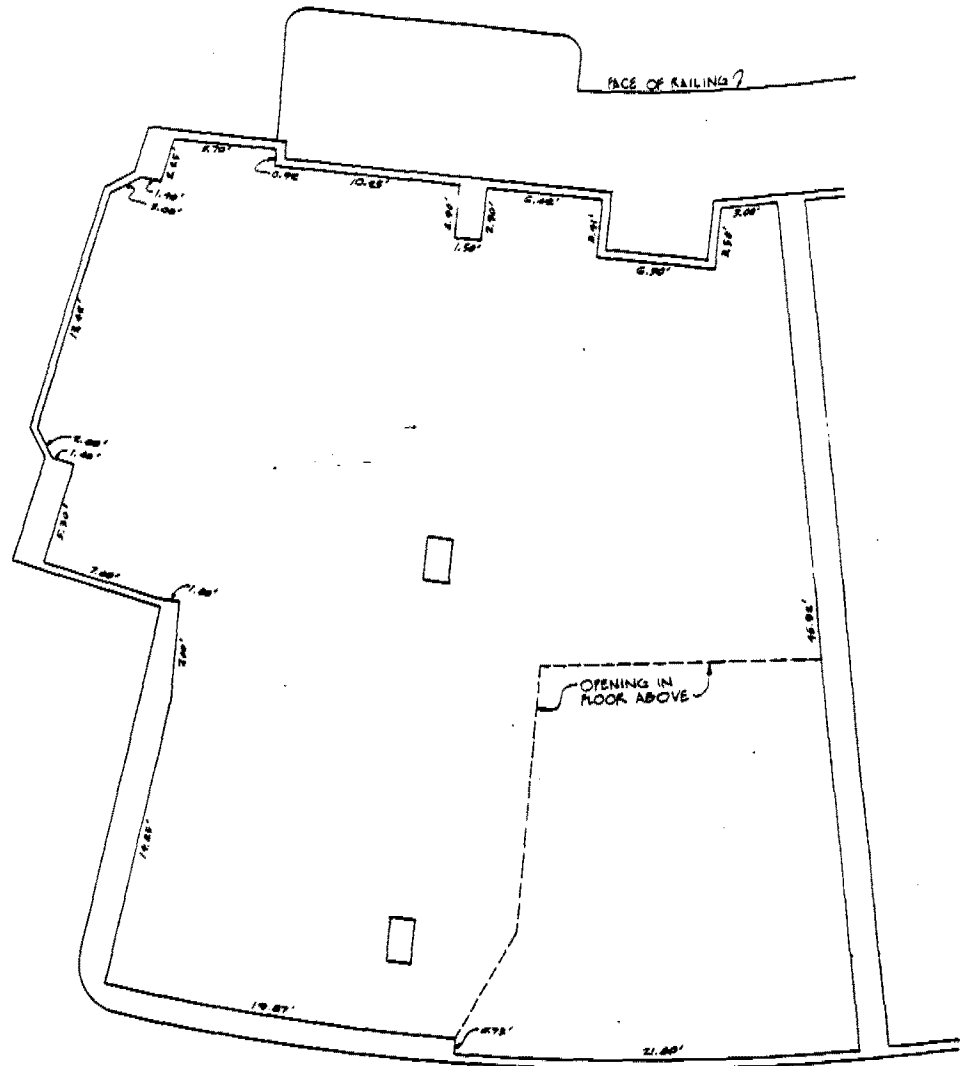
DIAGRAMMATIC FLOOR PLANS & ELEMENT DIMENSIONS WERE OBTAINED FROM THE
MARINA CITY TOWER AS-BUILT PLANS DATED 9-27-74, 8-10-75, 7-18-75



TYPICAL THREE BEDROOM PENTHOUSE UPPER LEVEL

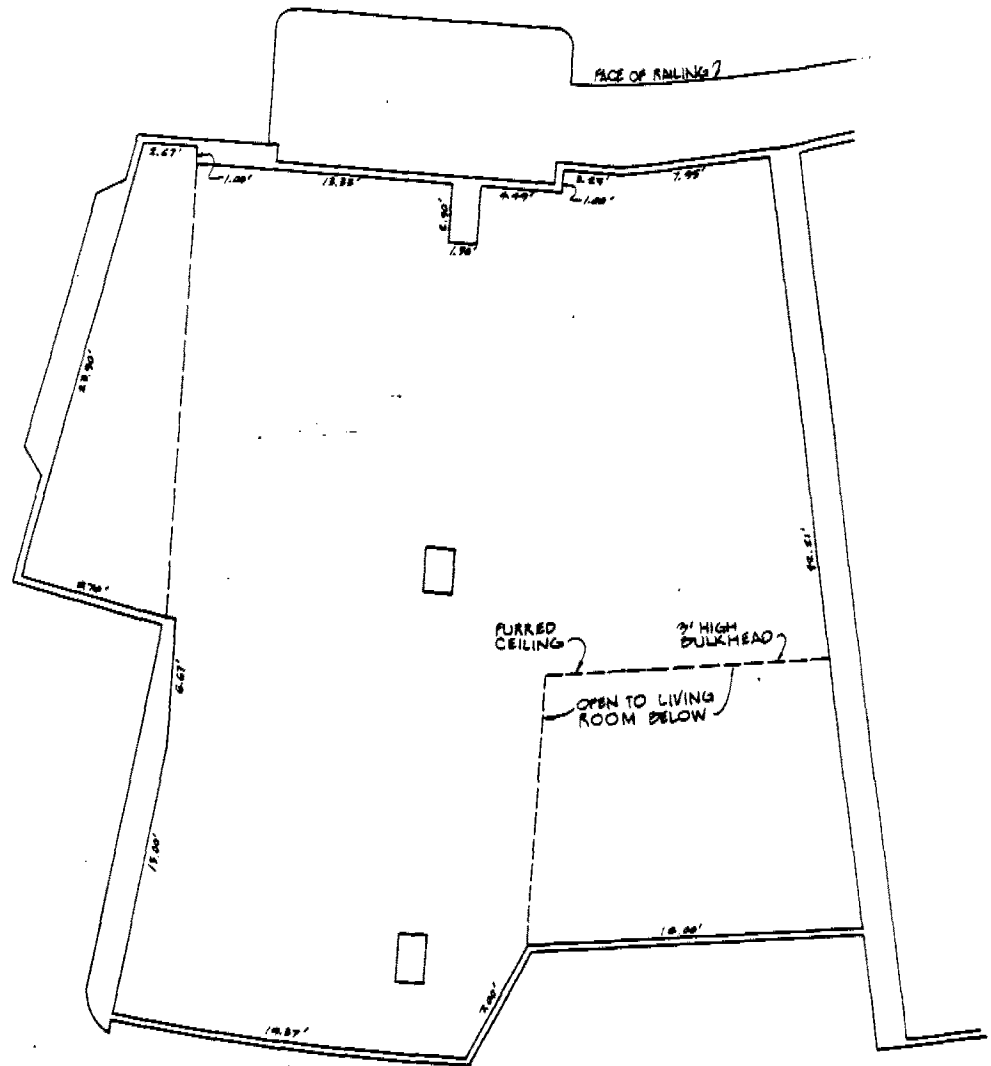
GRAPHIC SCALE: 1" = 4'

DIAGRAMMATIC FLOOR PLANS & ELEMENT DIMENSIONS WERE OBTAINED FROM THE MARINA CITY TOWER AS-BUILT PLANS DATED 9-27-74, 6-10-75, 7-18-75

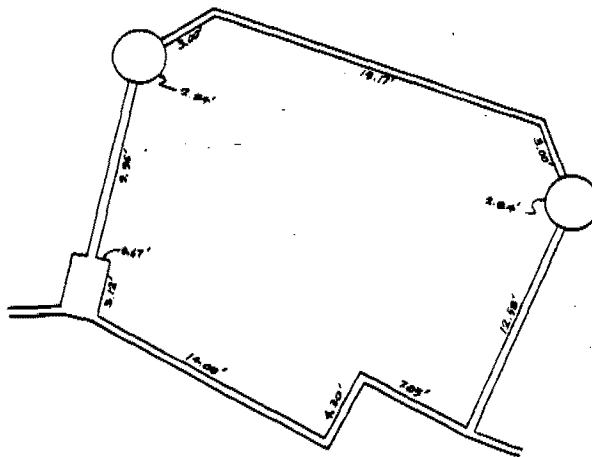


ELEMENT F
TYPICAL FOUR BEDROOM PENTHOUSE LOWER LEVEL
GRAPHIC SCALE: 1" = 4'
0' 2' 4' 8' 12'

DIAGRAMMATIC FLOOR PLANS & ELEMENT DIMENSIONS WERE OBTAINED FROM THE
MARINA CITY TOWER AS-BUILT PLANS DATED 9-27-74, 8-10-75, 7-18-75



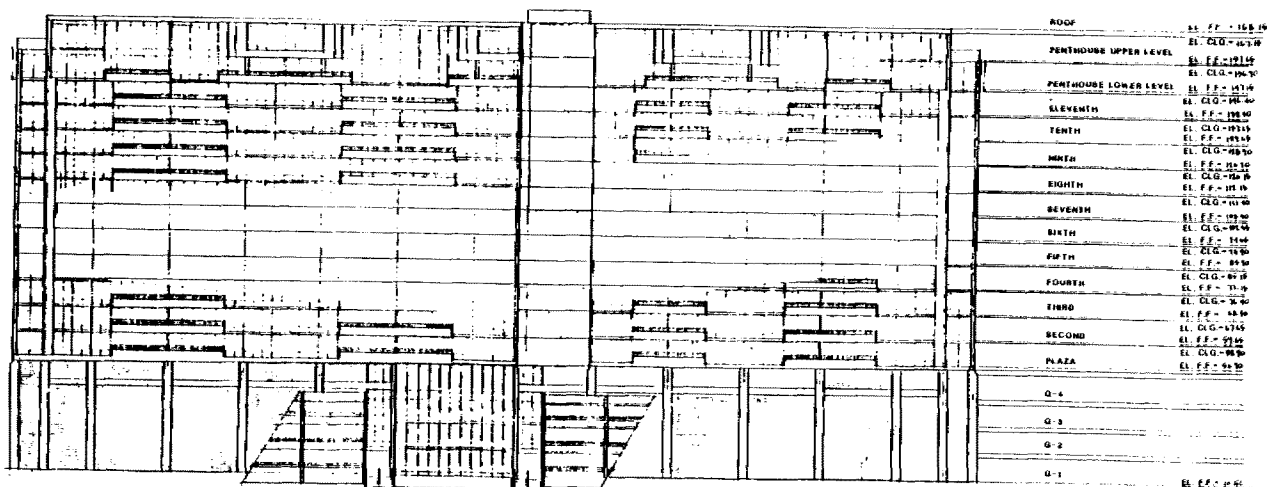
ELEMENT G
TYPICAL FOUR BEDROOM PENTHOUSE UPPER LEVEL
GRAPHIC SCALE: 1" = 4'
0' 2' 4' 8' 12'



ELEMENT H
TYPICAL EFFICIENCY APARTMENT
 GRAPHIC SCALE: 1" = 4'
 0' 4' 8' 12'

DIAGRAMMATIC FLOOR PLANS & ELEMENT DIMENSIONS WERE OBTAINED FROM THE MARINA CITY TOWER AS-BUILT PLANS DATED (9-27-74, 6-10-75, 7-18-75)

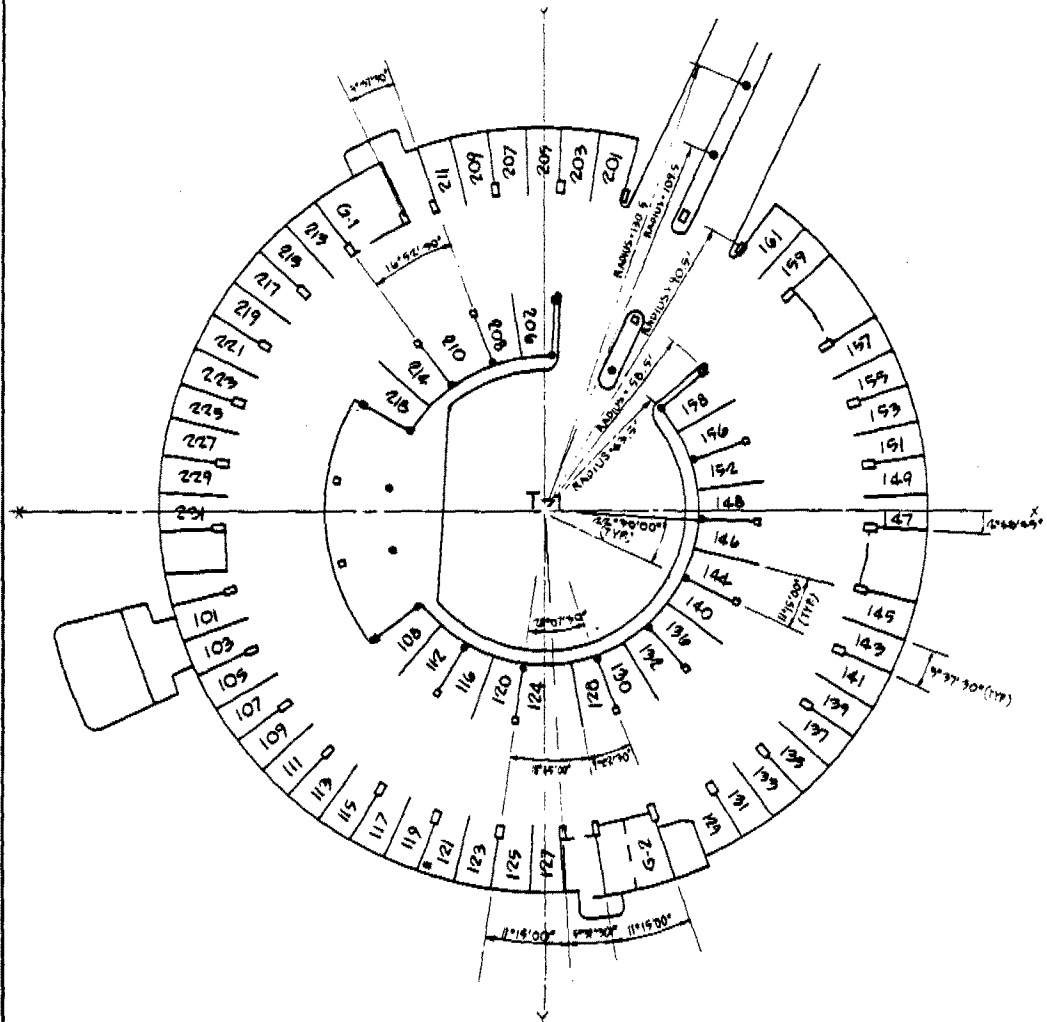
MARINA CITY TOWERS REAL ESTATE IMPROVEMENT APARTMENT PLAN



West Tower Elevation
GRAPHIC SCALE: 1" = 20'
0 10' 20' 40' 60' 80'

AS SHOWN
BY THE ARCHITECT
AND ENGINEER
ON THE PLANS

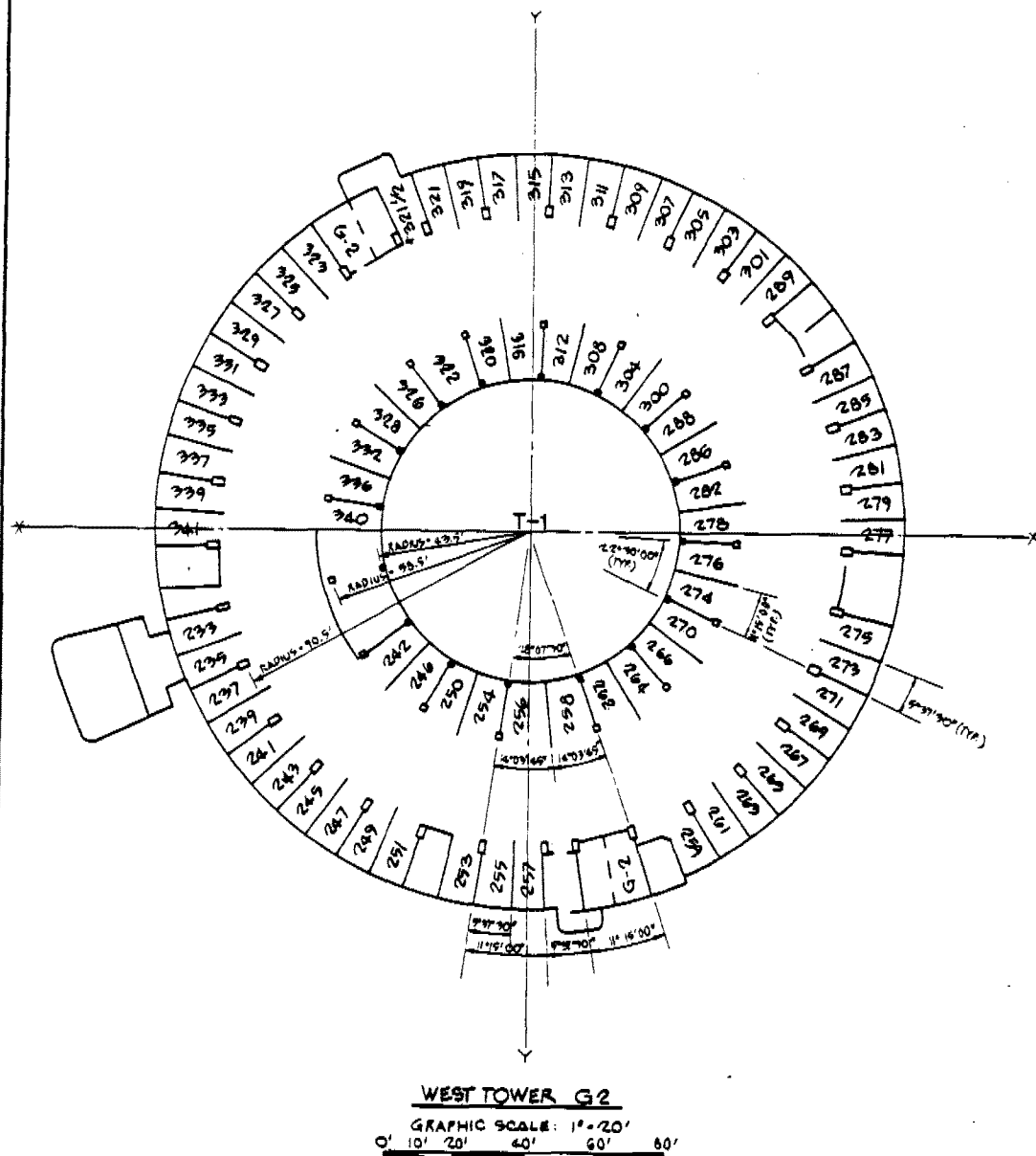
1-1334

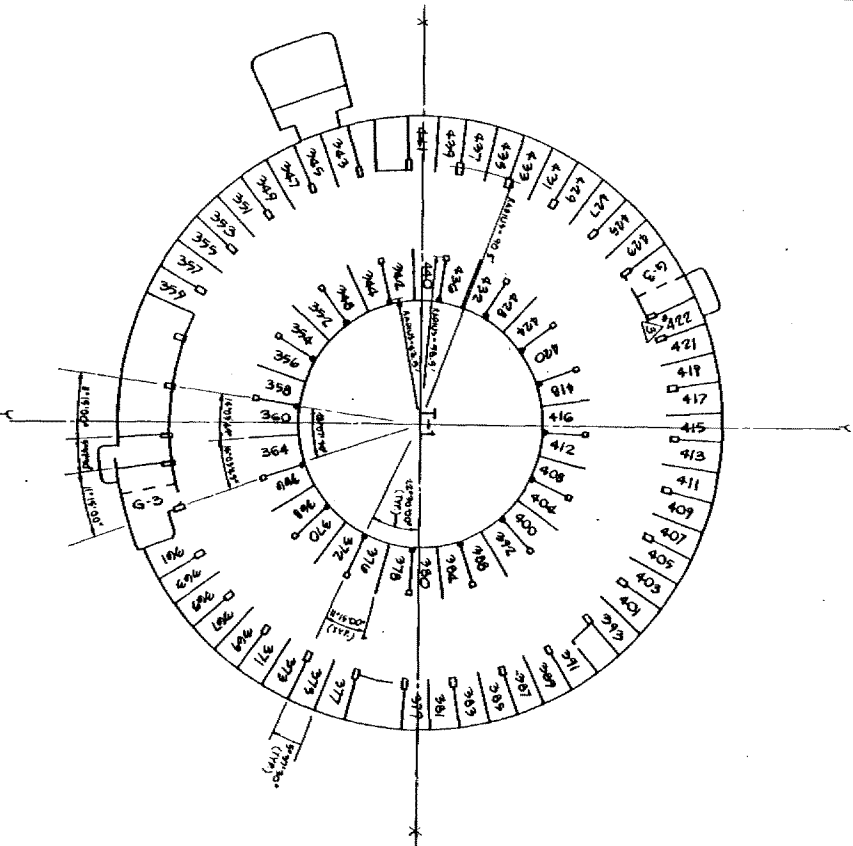


WEST TOWER G.I

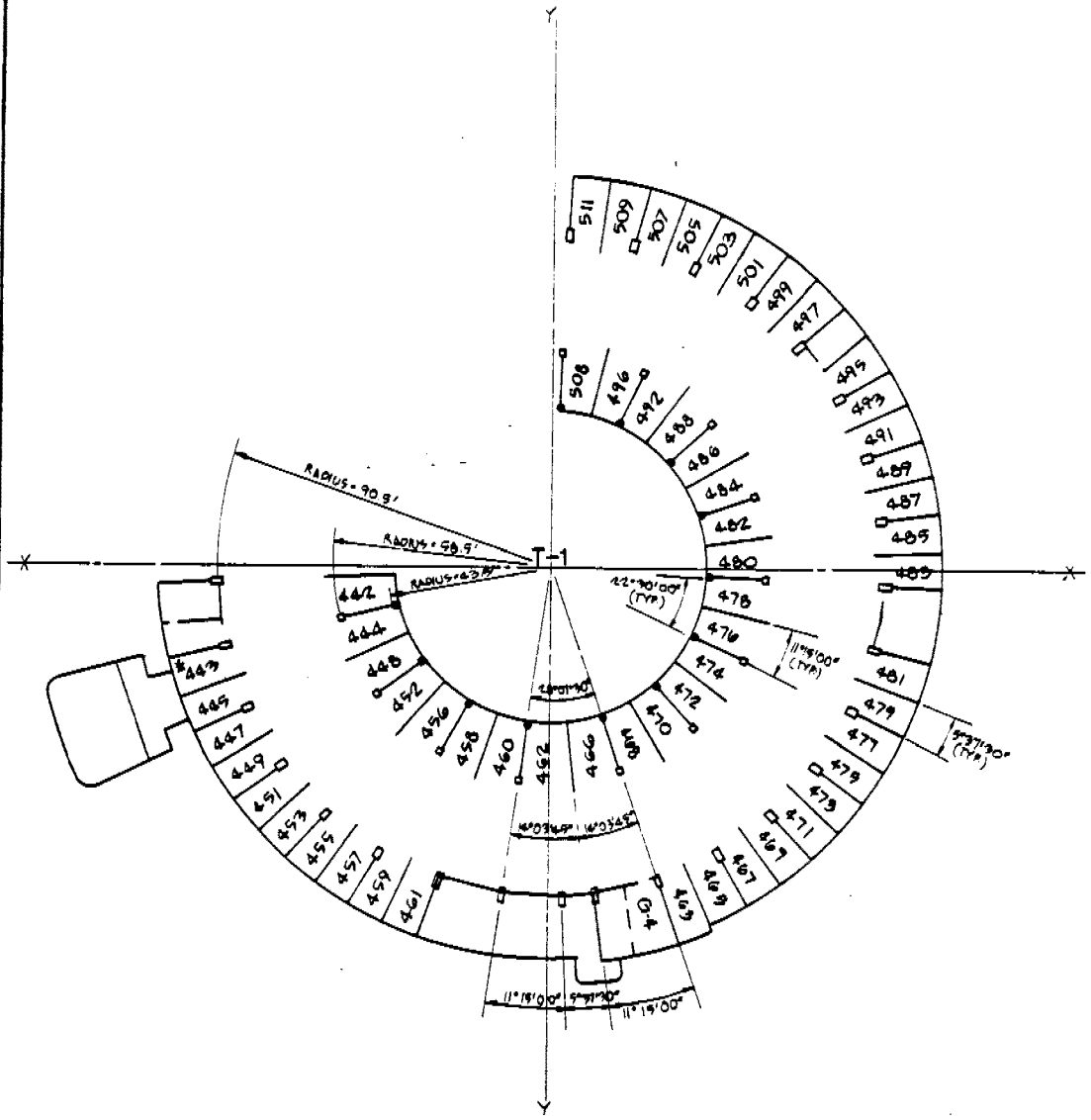
GRAPHIC SCALE: 1"=20'

0' 10' 20' 40' 60' 80'





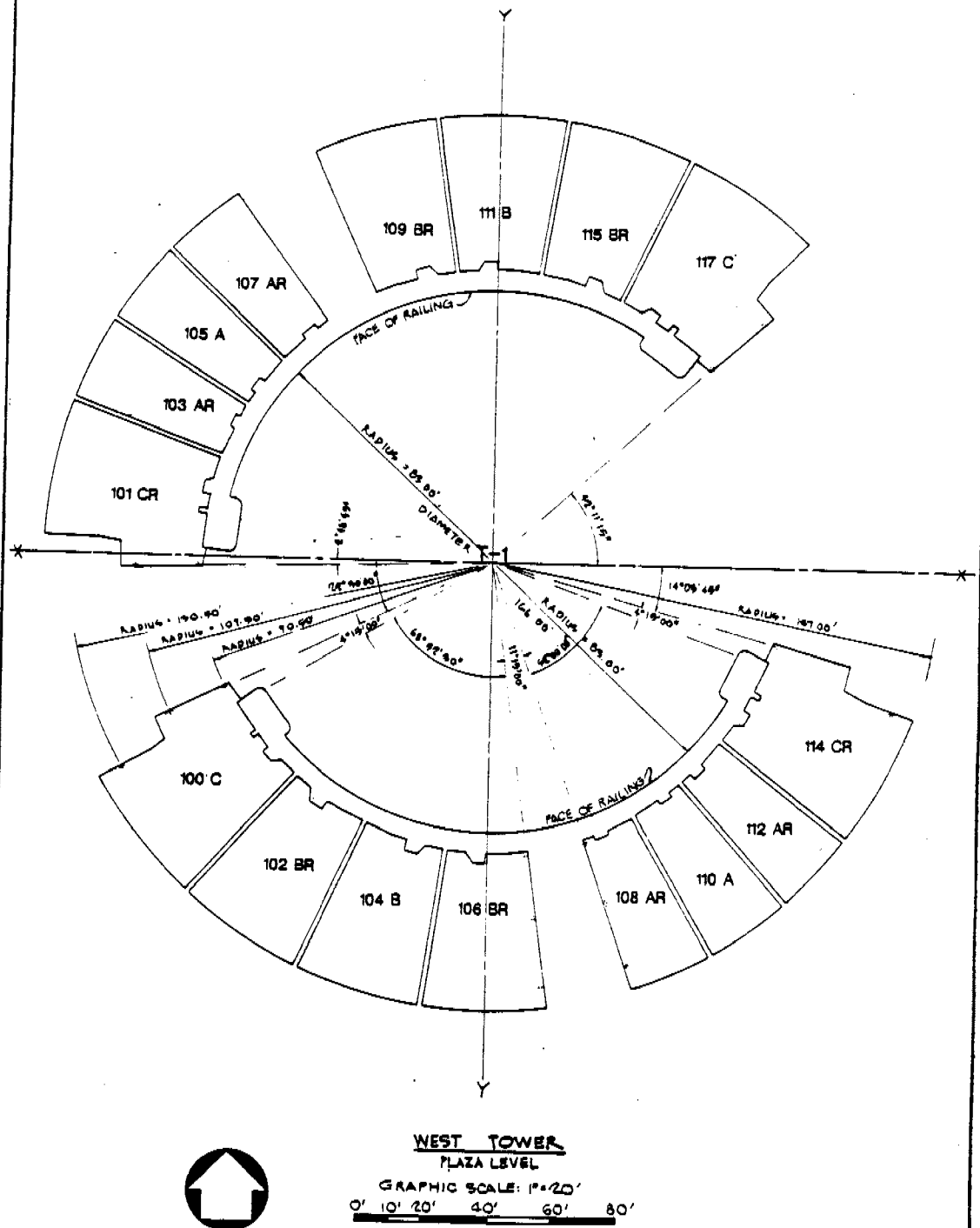
WEST TOWER G.3
GRAPHIC SCALE: 1"=20'
0' 10' 20' 30' 40' 50'

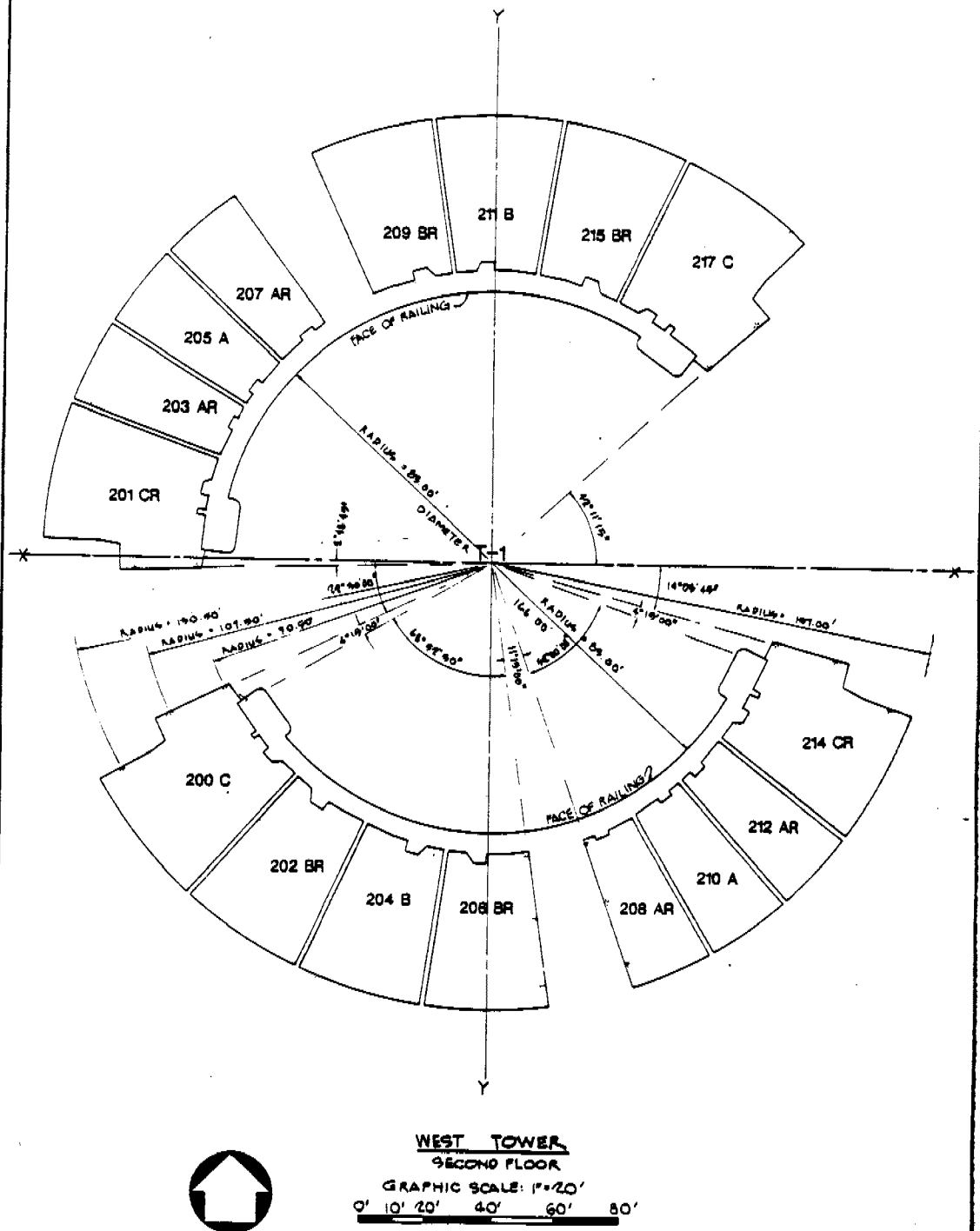


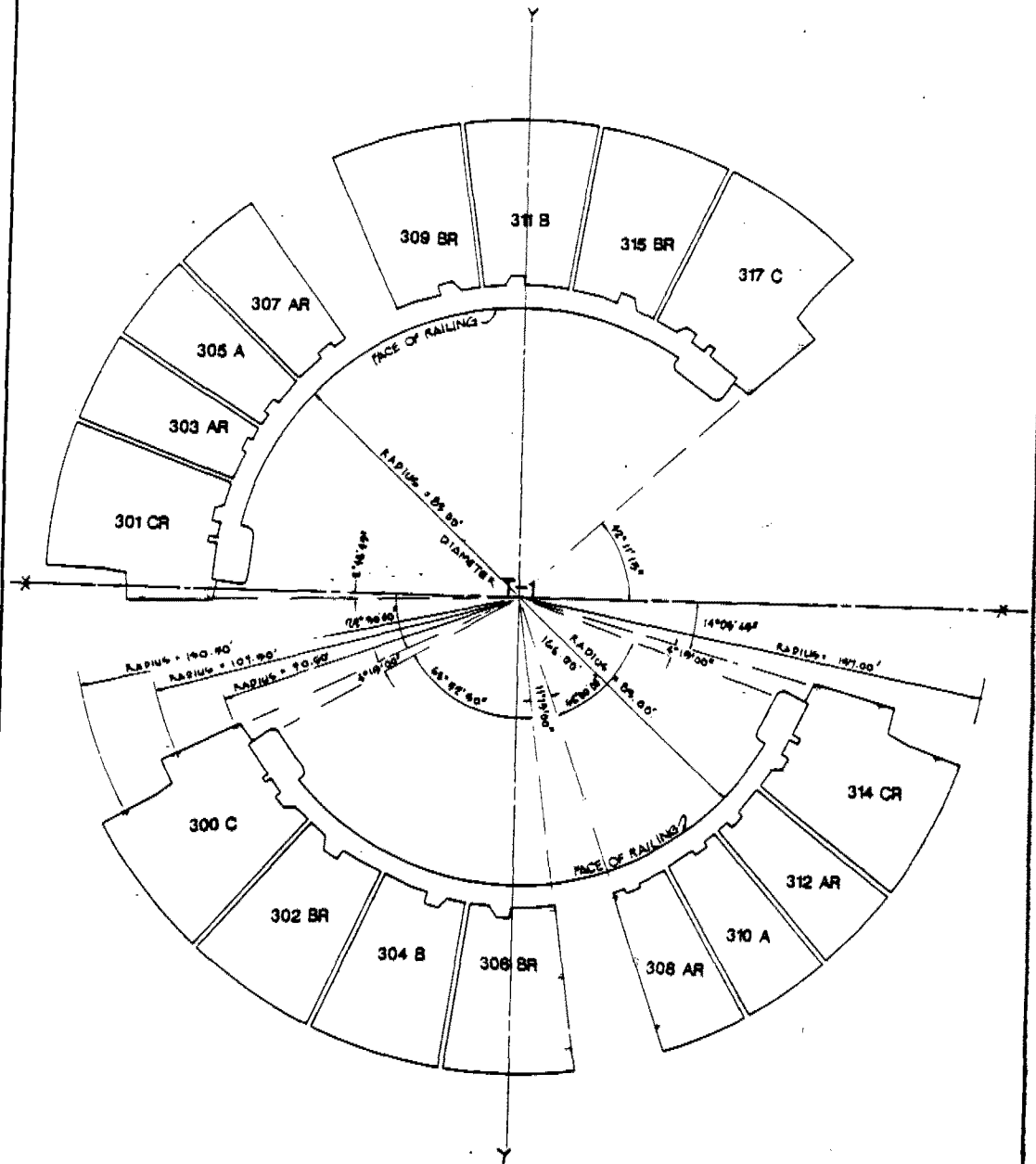
WEST TOWER G 4

GRAPHIC SCALE: 1" = 20'

0' 10' 20' 40' 60' 80'

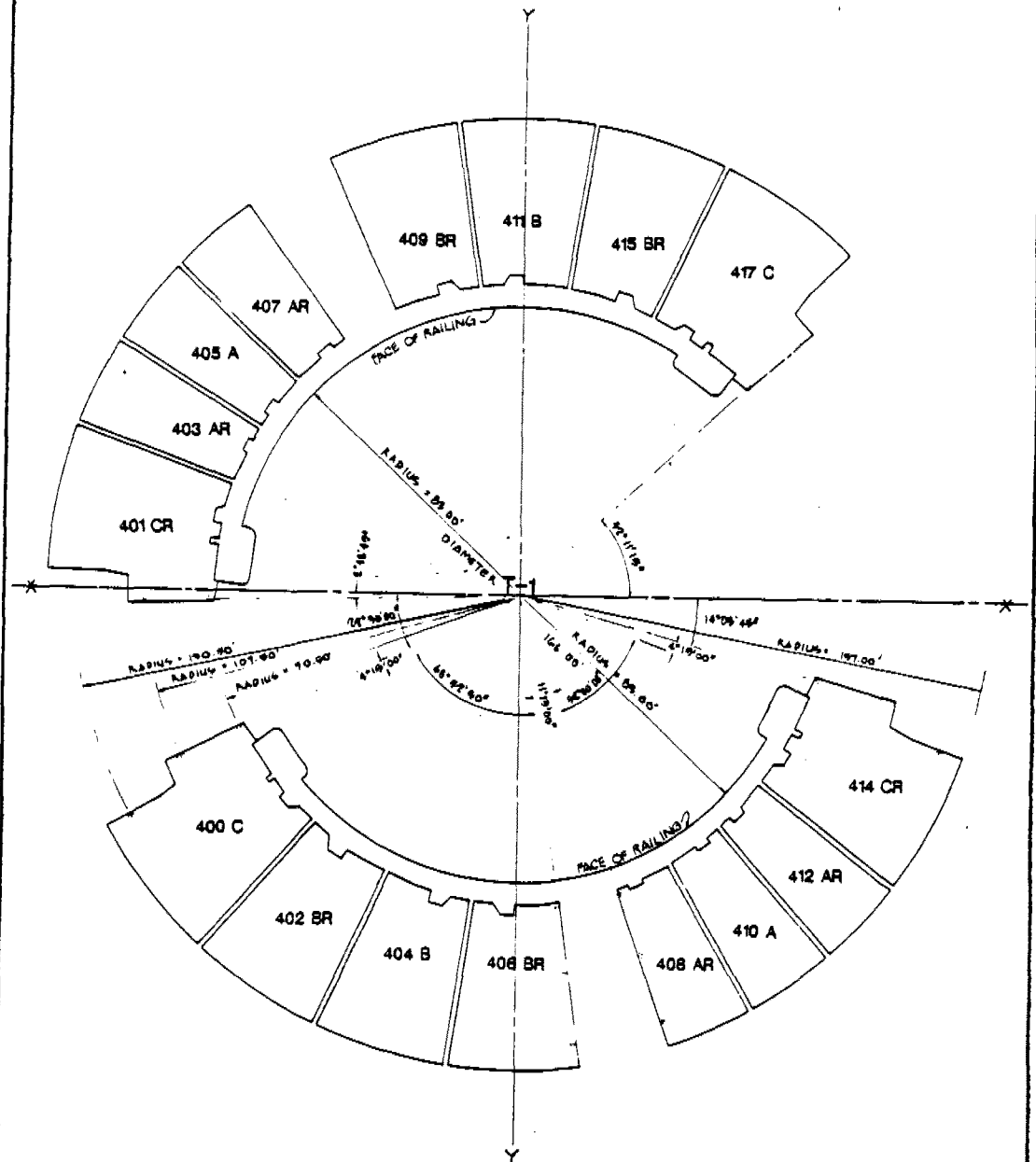






**WEST TOWER
 THIRD FLOOR**

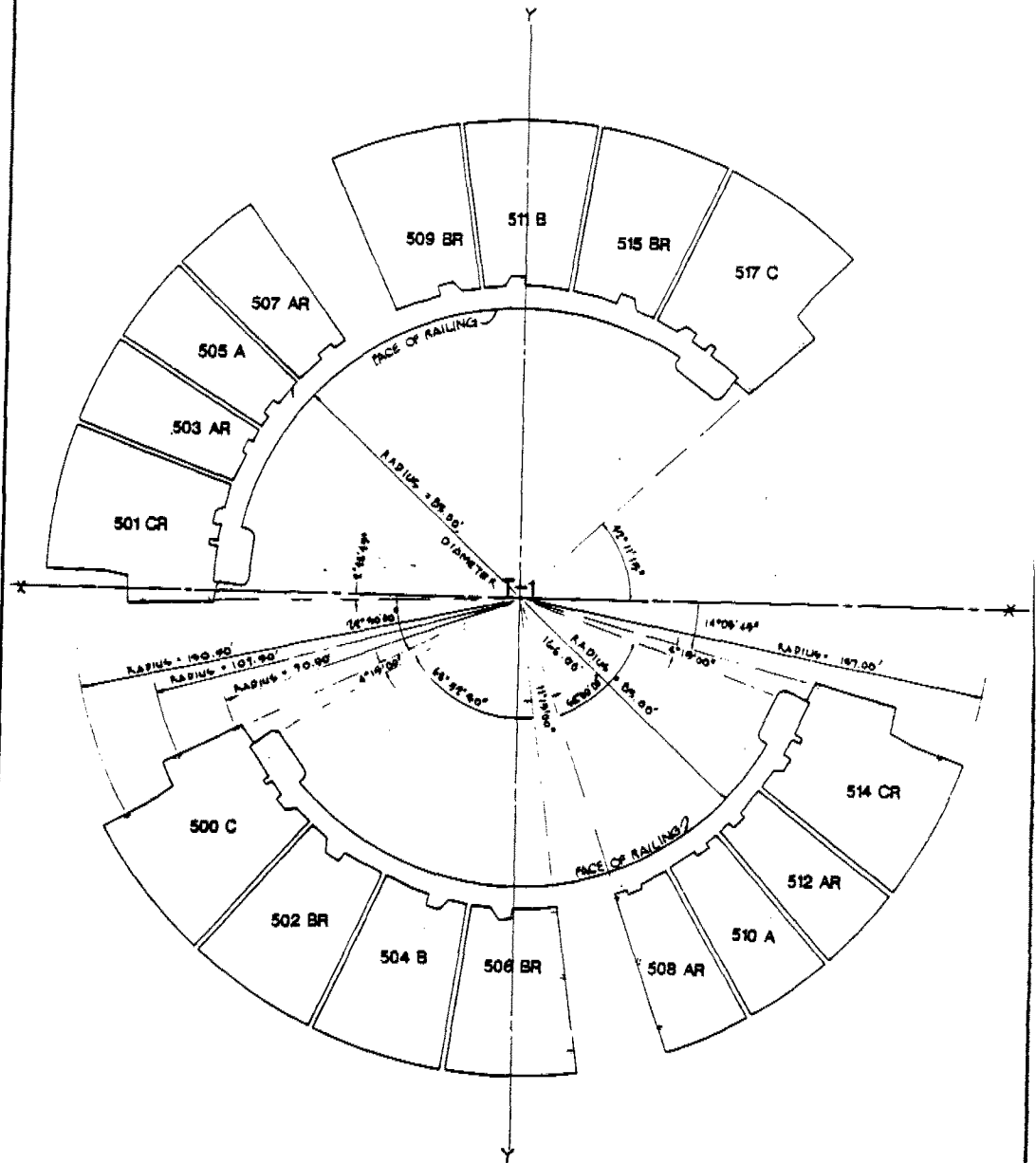
GRAPHIC SCALE: 1"=20'
 0' 10' 20' 40' 60' 80'



GRAPHIC SCALE: 1"=20'

0' 10' 20' 40' 60' 80'

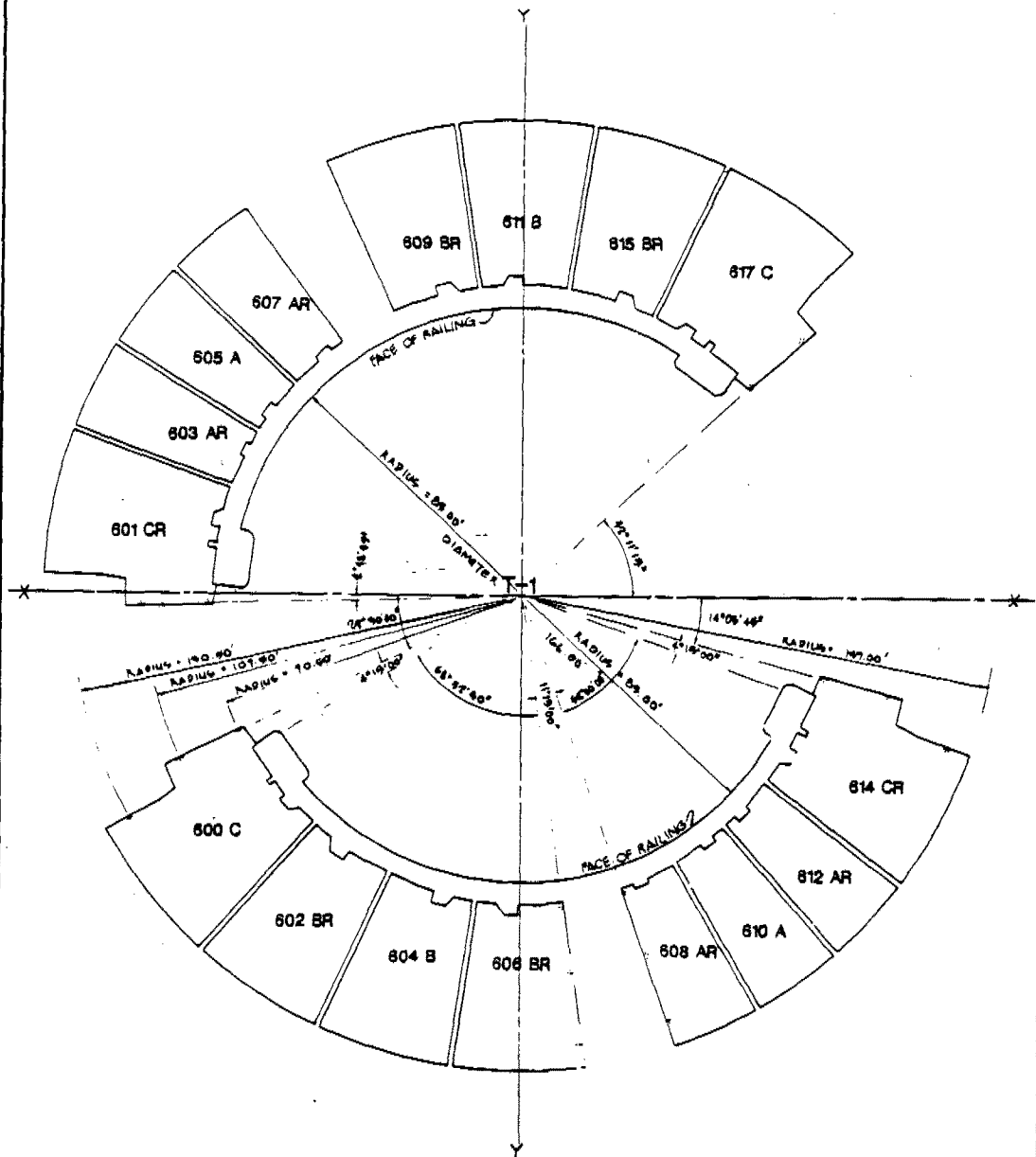




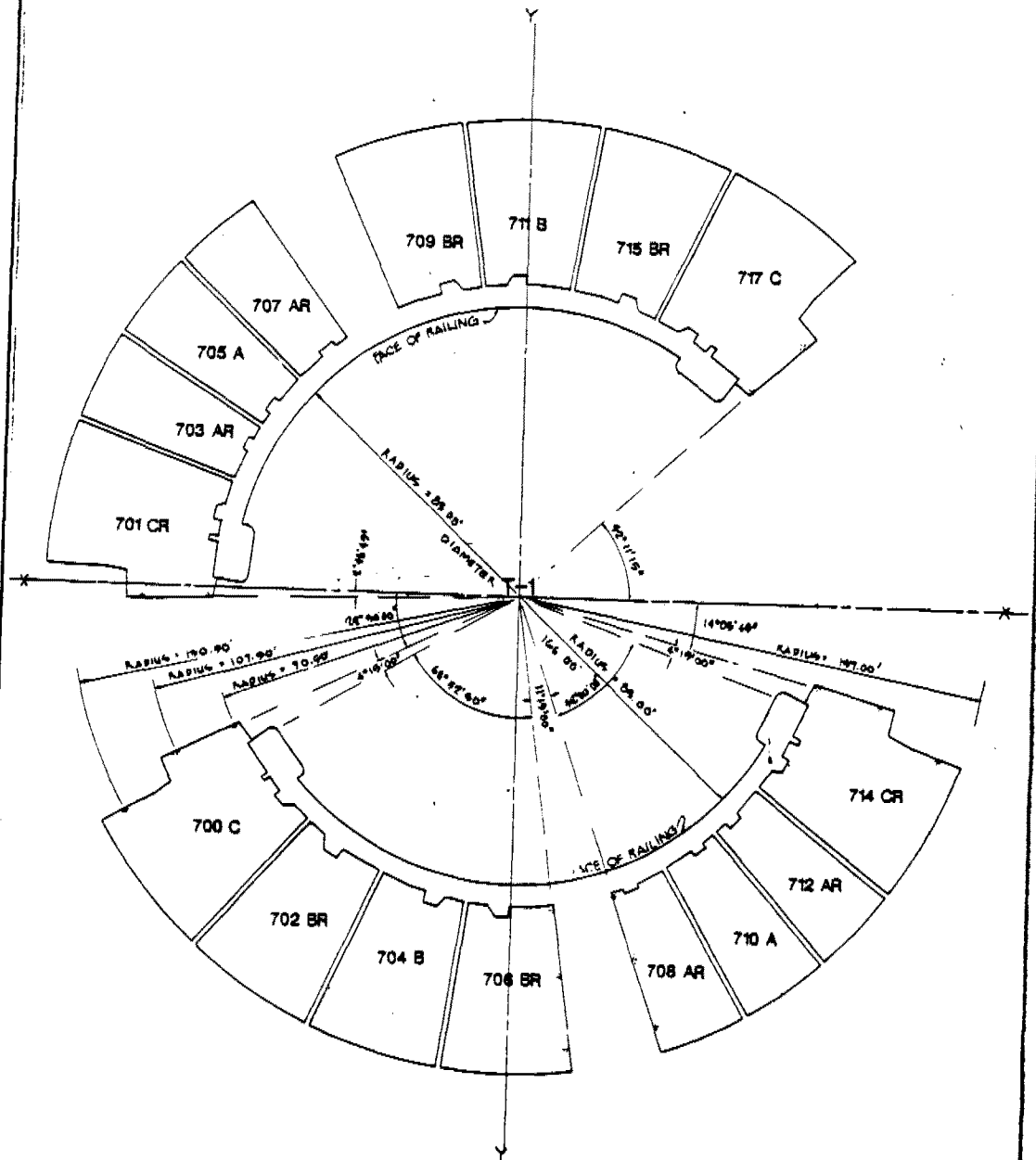
WEST TOWER
FIFTH FLOOR

GRAPHIC SCALE: 1"=20'

0' 10' 20' 40' 60' 80'



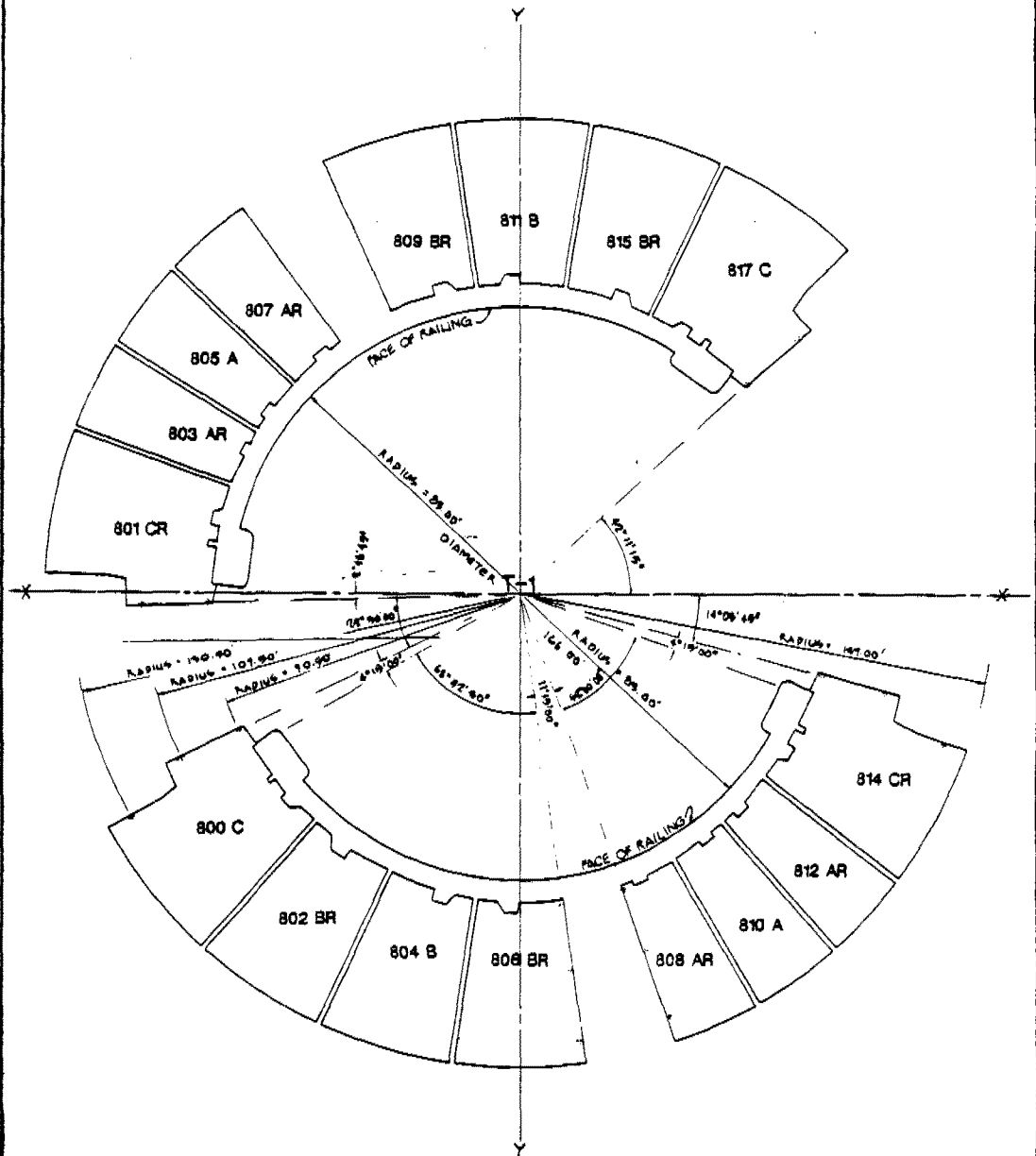
WEST TOWER
SIXTH FLOOR
 GRAPHIC SCALE: 1"=20'
 0' 10' 20' 40' 60' 80'



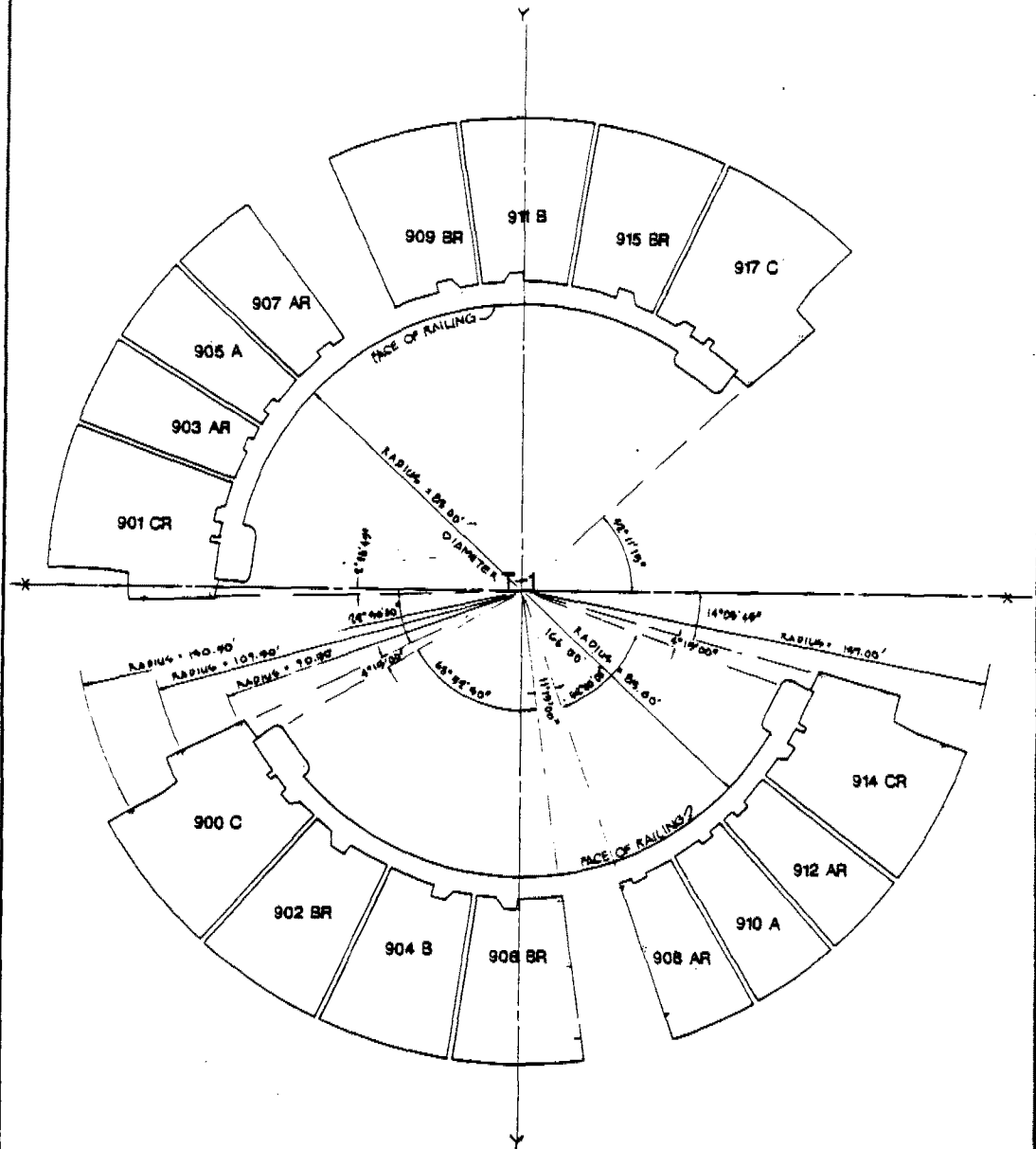
**WEST TOWER
SEVENTH FLOOR**

GRAPHIC SCALE: 1"=20'

0' 10' 20' 40' 60' 80'



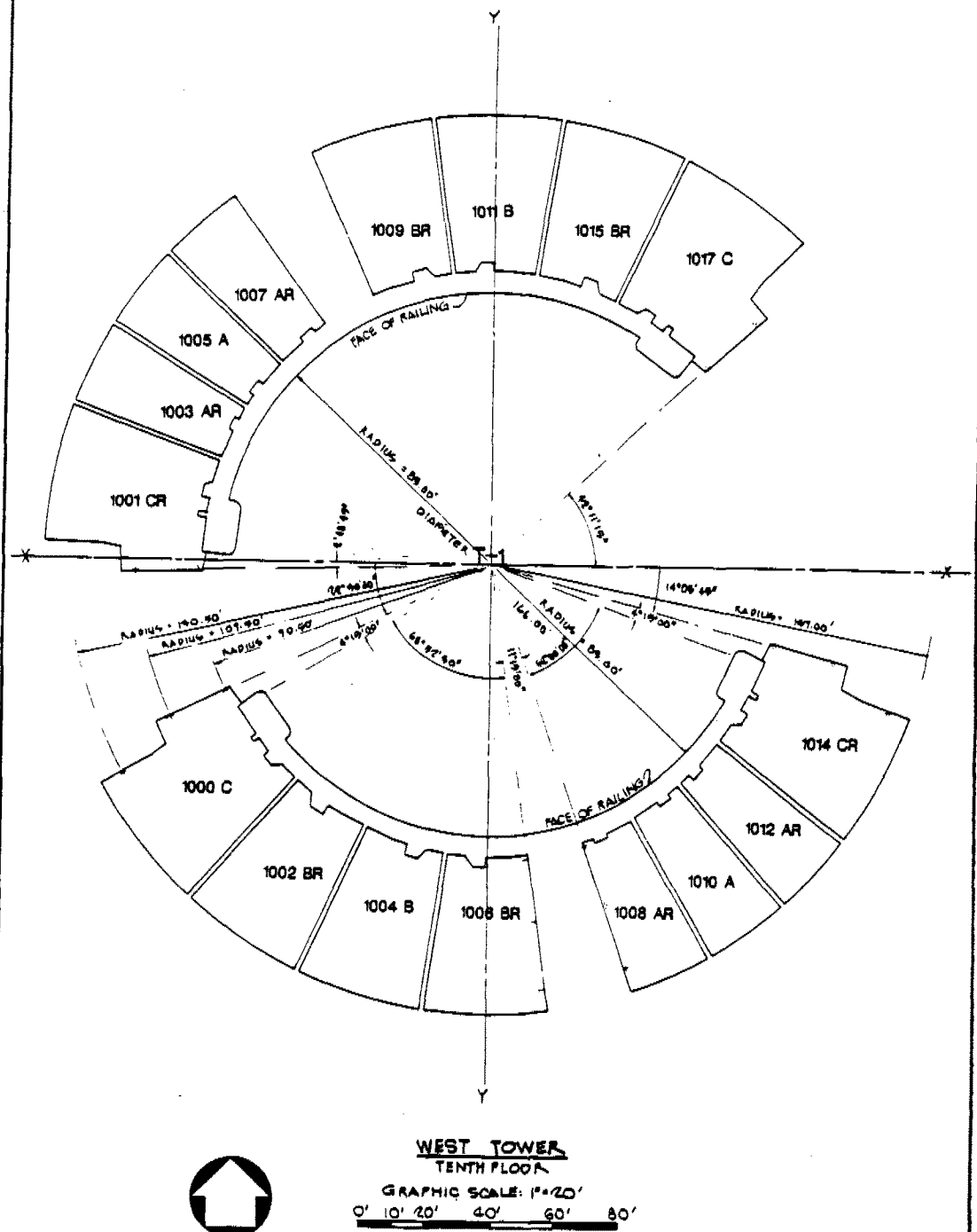
WEST TOWER
 EIGHTH FLOOR
 GRAPHIC SCALE: 1" = 20'
 0' 10' 20' 40' 60' 80'

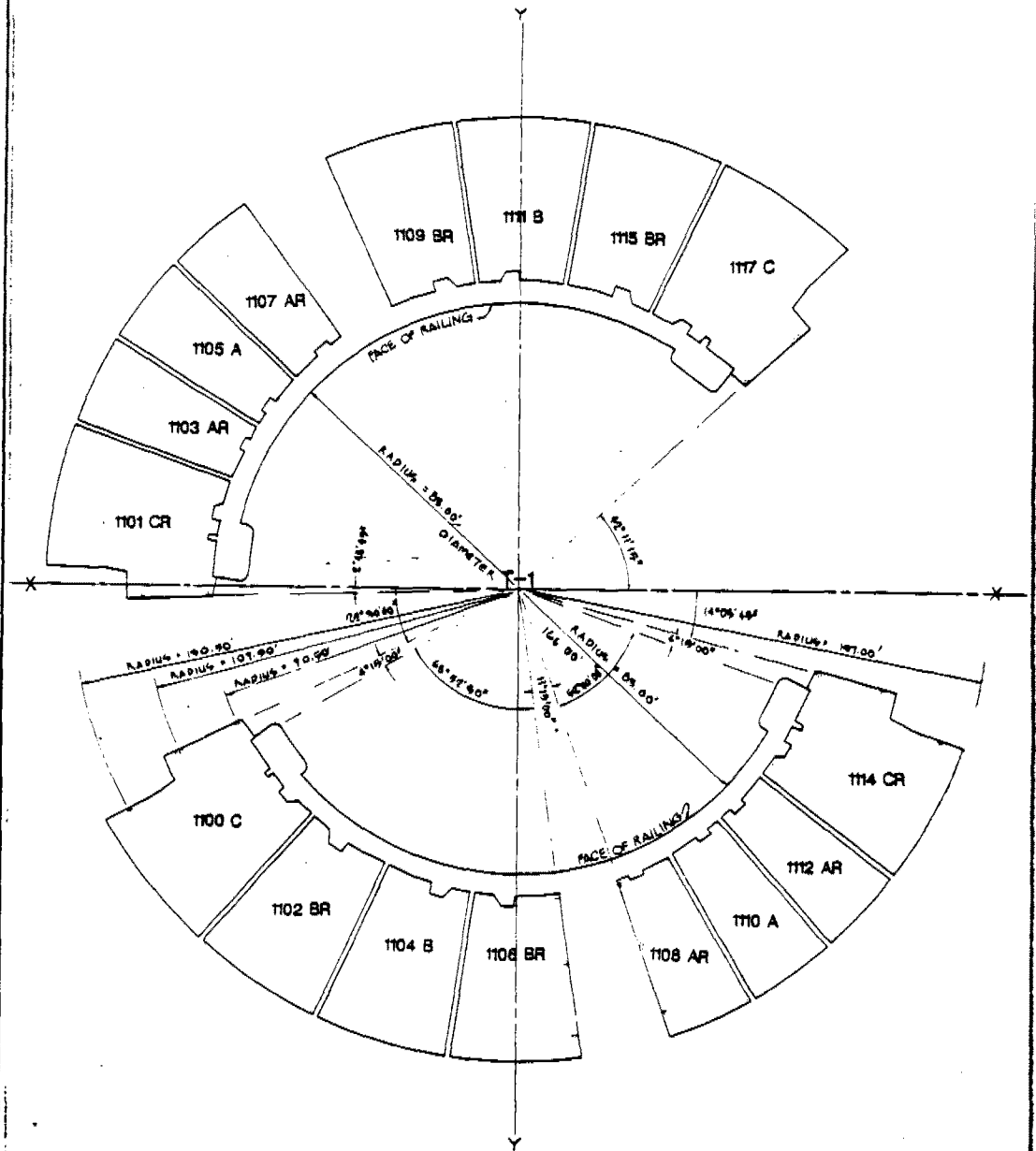


WEST TOWER
 NINTH FLOOR

GRAPHIC SCALE: 1"=20'

0' 10' 20' 40' 60' 80'

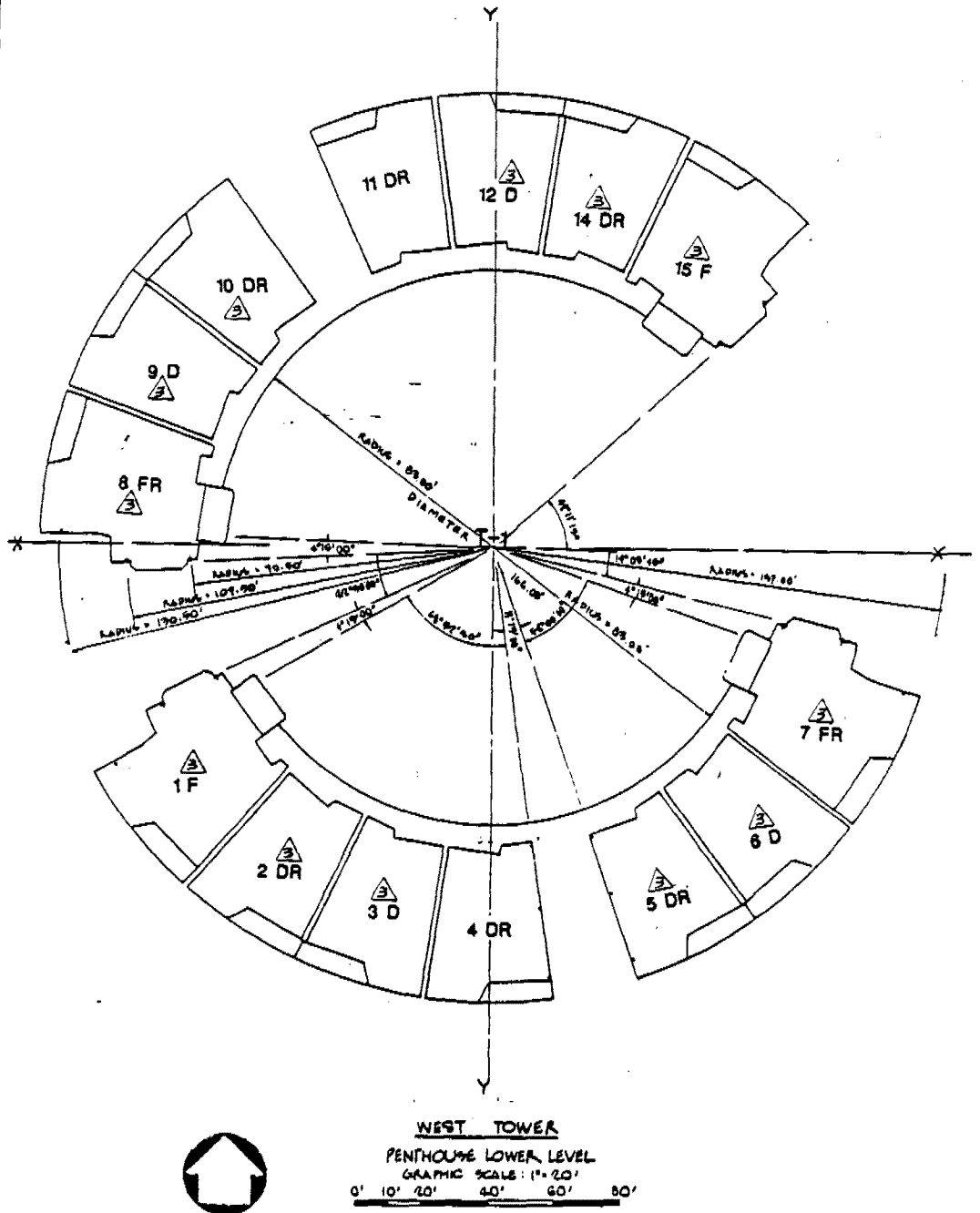


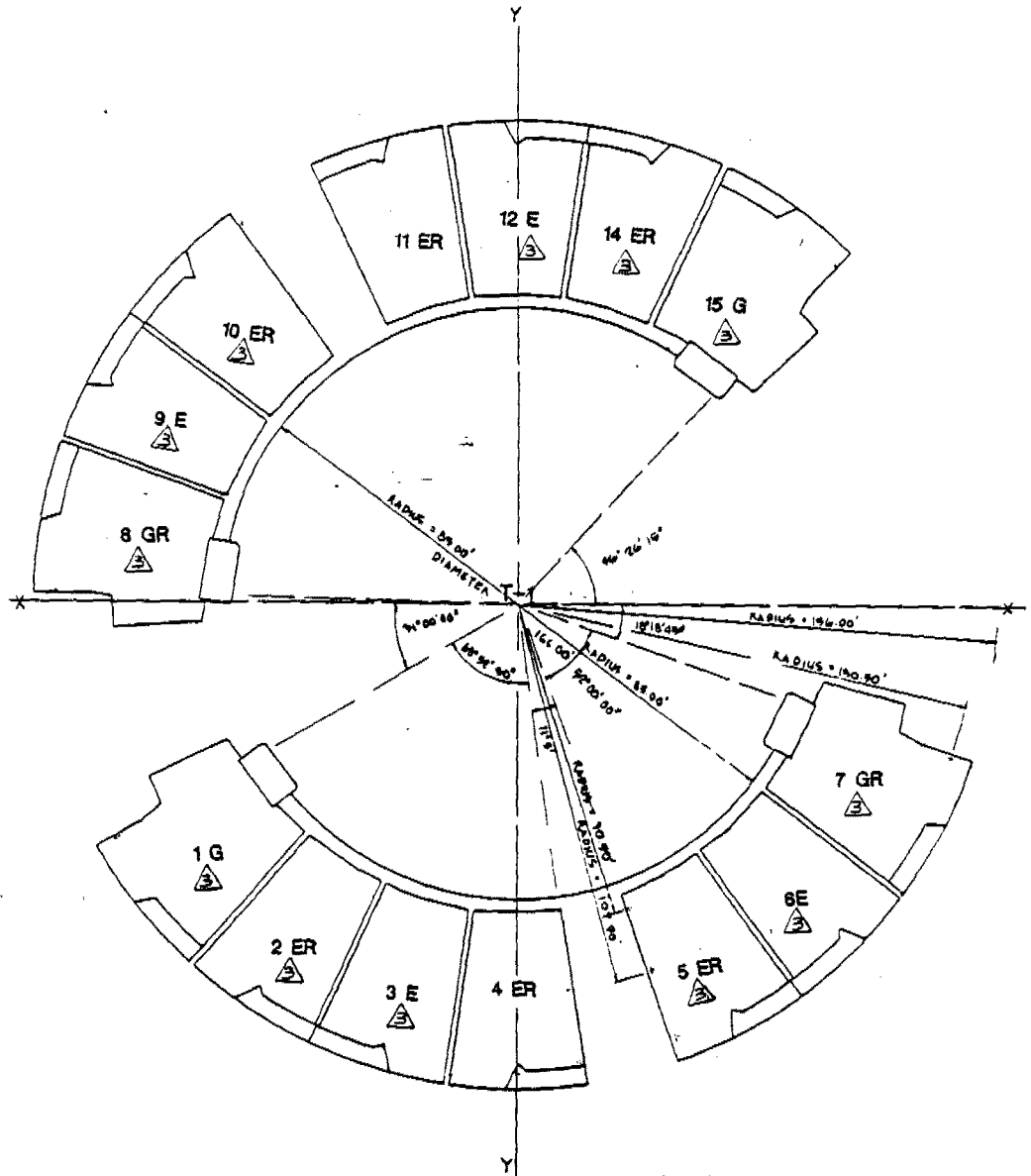


WEST TOWER
 ELEVENTH FLOOR

GRAPHIC SCALE: 1"=20'

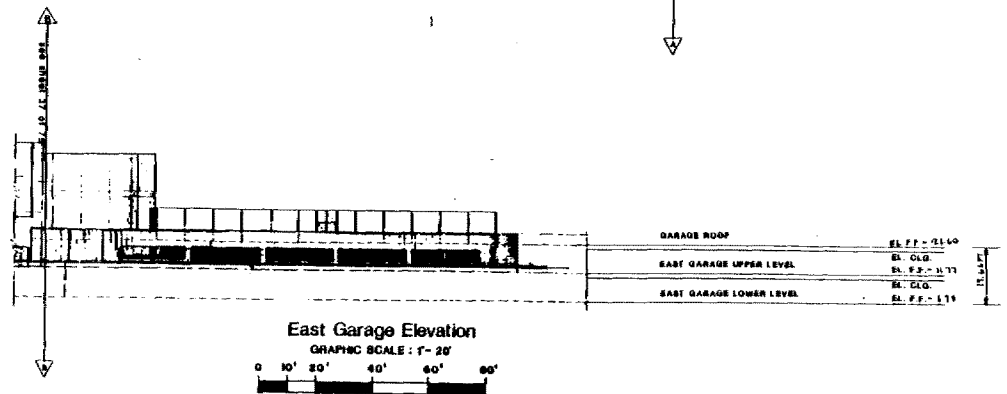
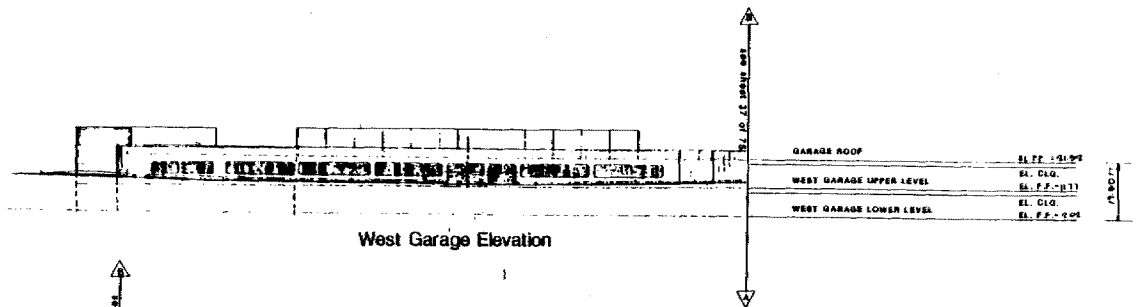
0' 10' 20' 40' 60' 80'

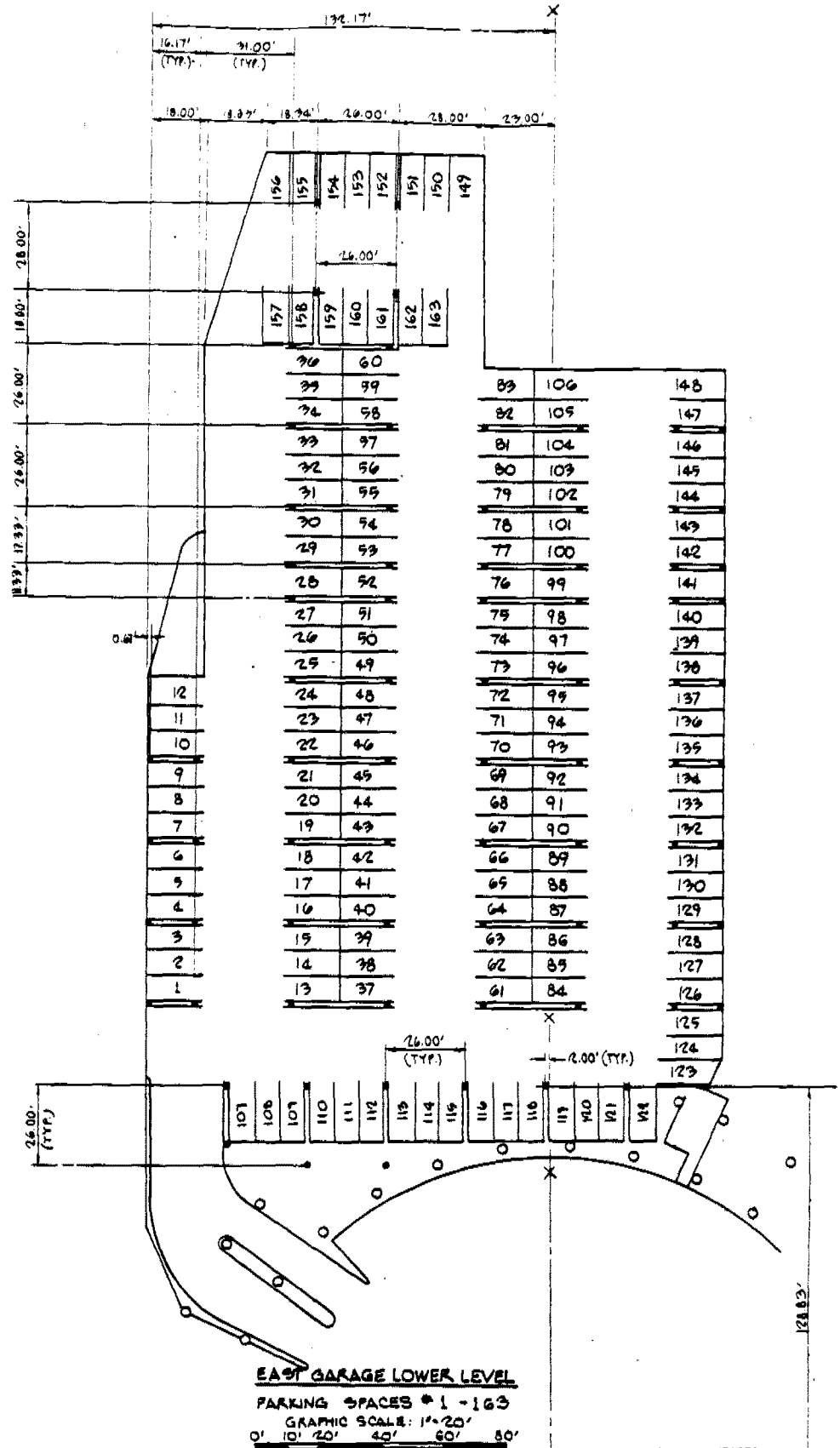


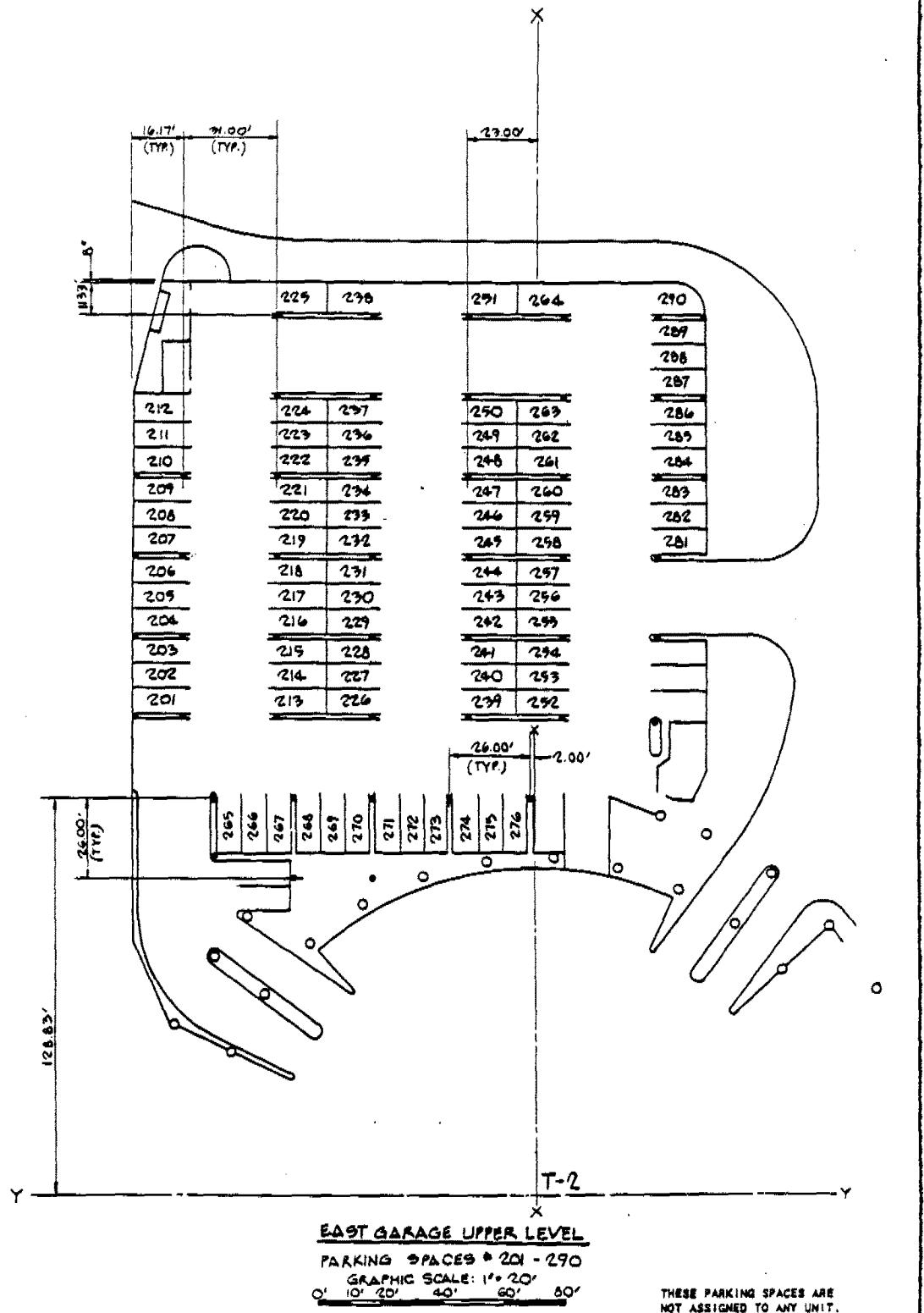


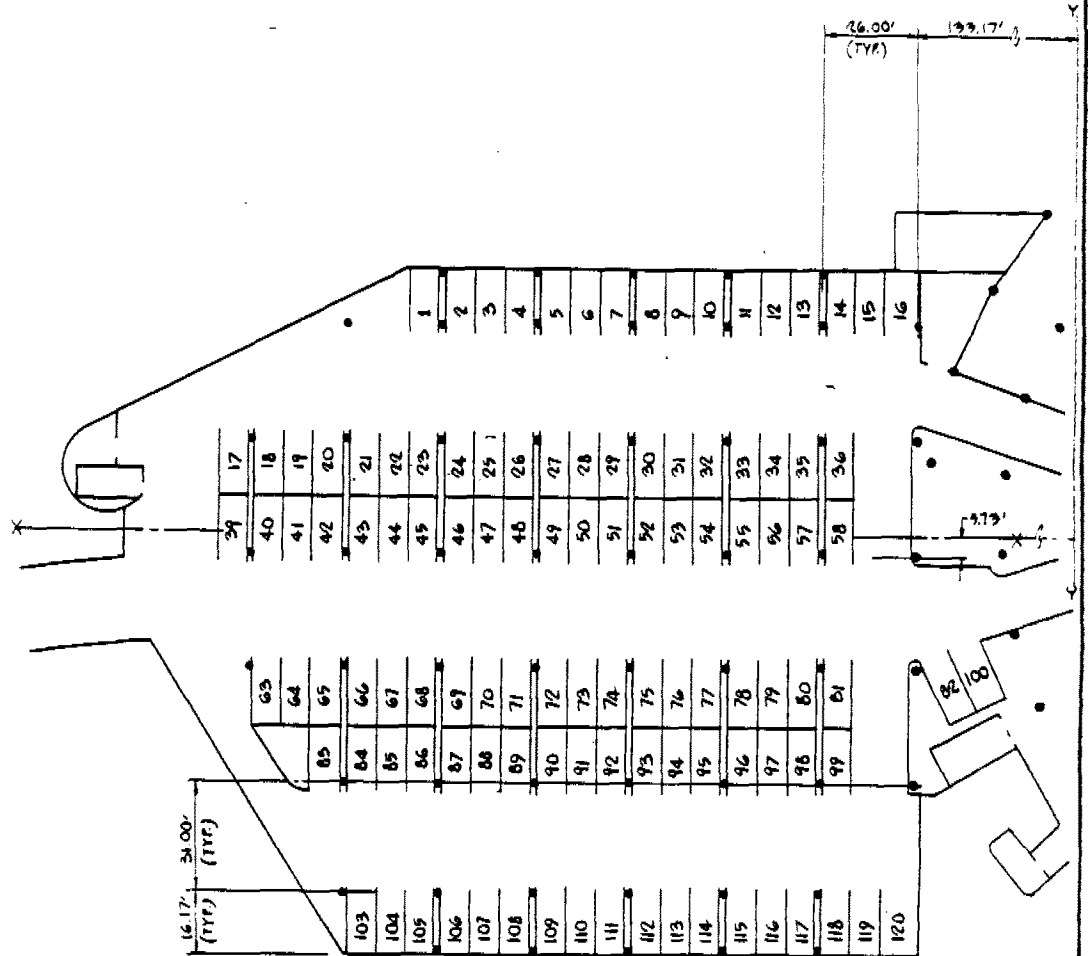
WEST TOWER
PENTHOUSE UPPER LEVEL
GRAPHIC SCALE: 1"=20'
0' 10' 20' 40' 60' 80'

MARINA CITY TOWERS REAL ESTATE IMPROVEMENT APARTMENT PLAN



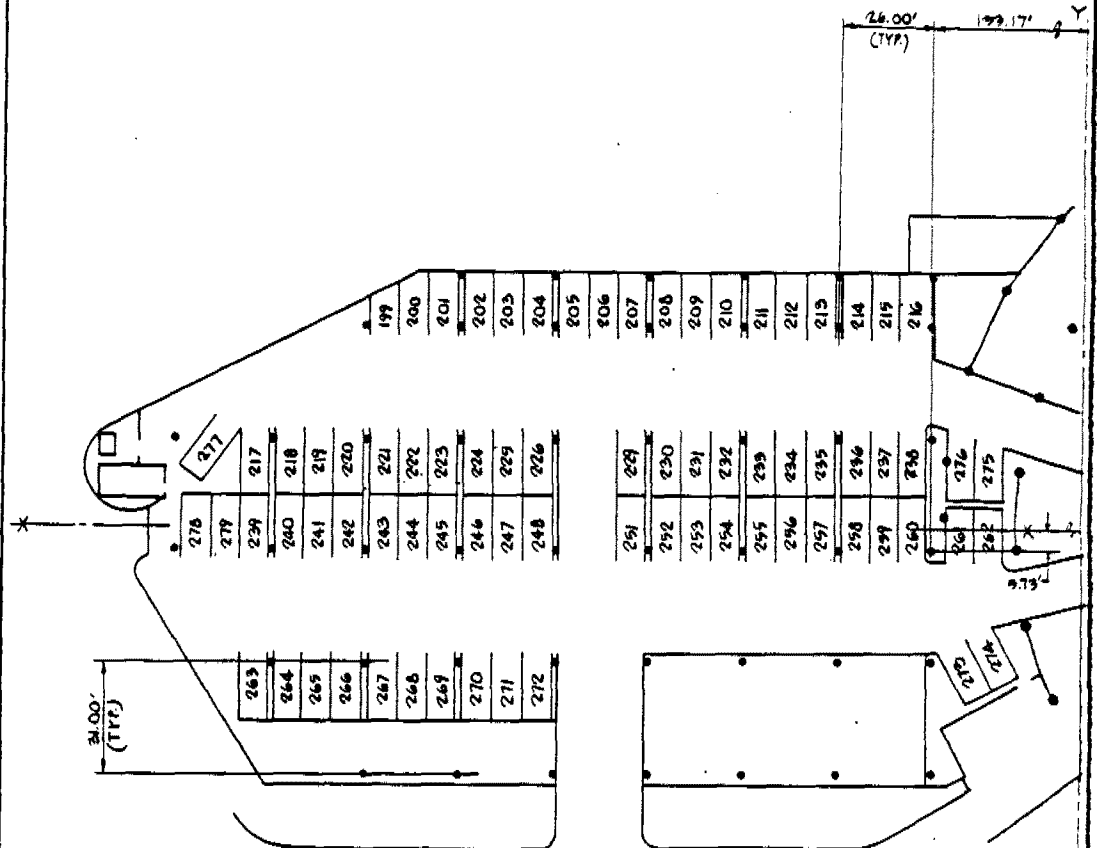






WEST GARAGE LOWER LEVEL
 PARKING SPACES #1 - 120
 GRAPHIC SCALE: 1" = 20'
 0' 10' 20' 40' 60' 80'

THESE PARKING SPACES ARE
 NOT ASSIGNED TO ANY UNIT.



WEST GARAGE UPPER LEVEL

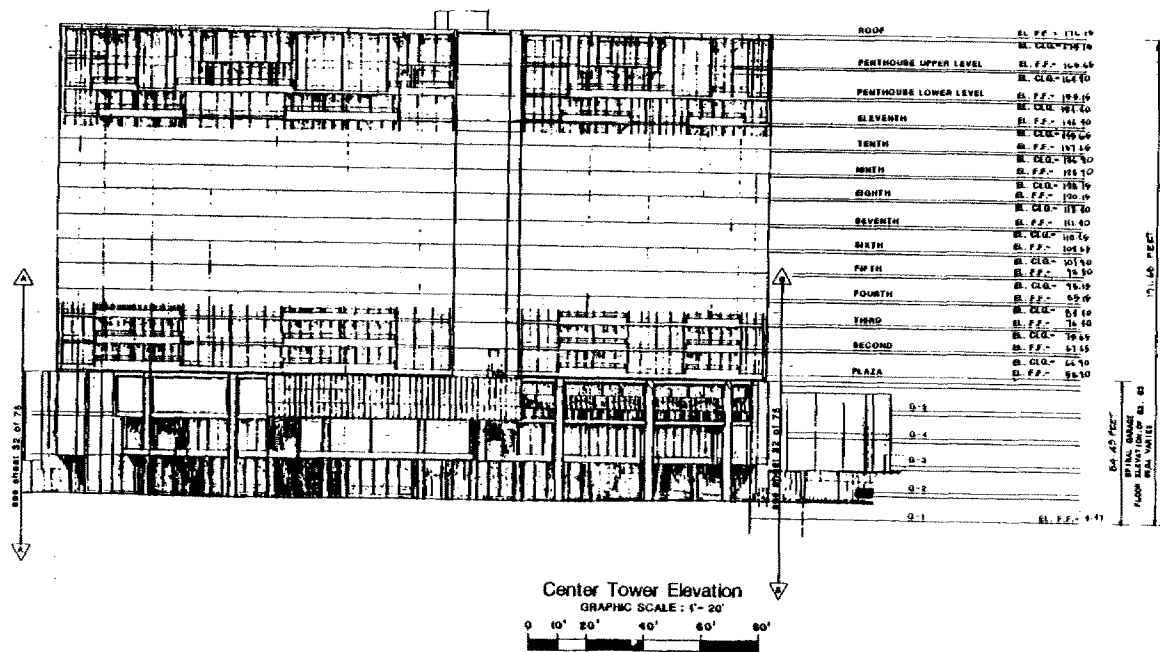
PARKING SPACES #199 - 279

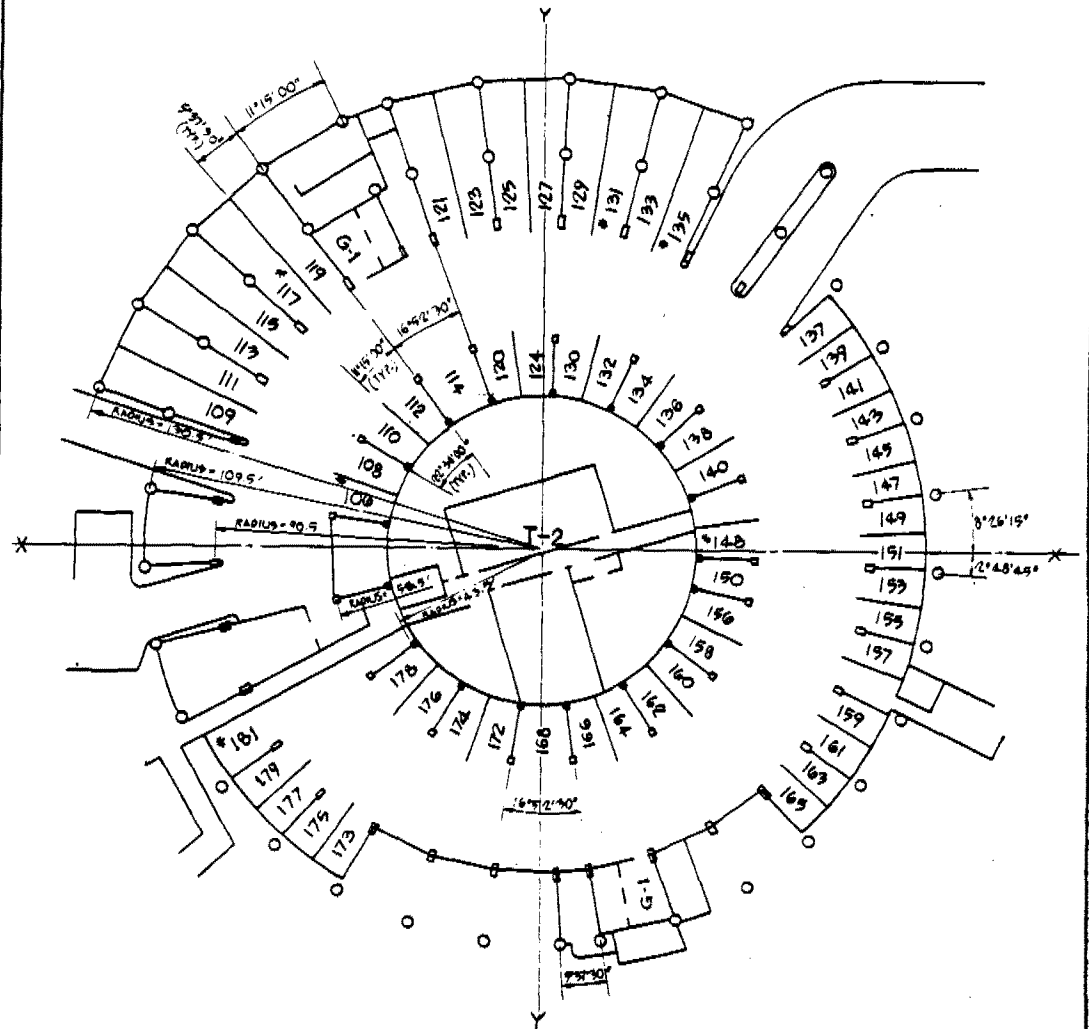
GRAPHIC SCALE: 1" = 20'

0' 10' 20' 40' 60' 80'

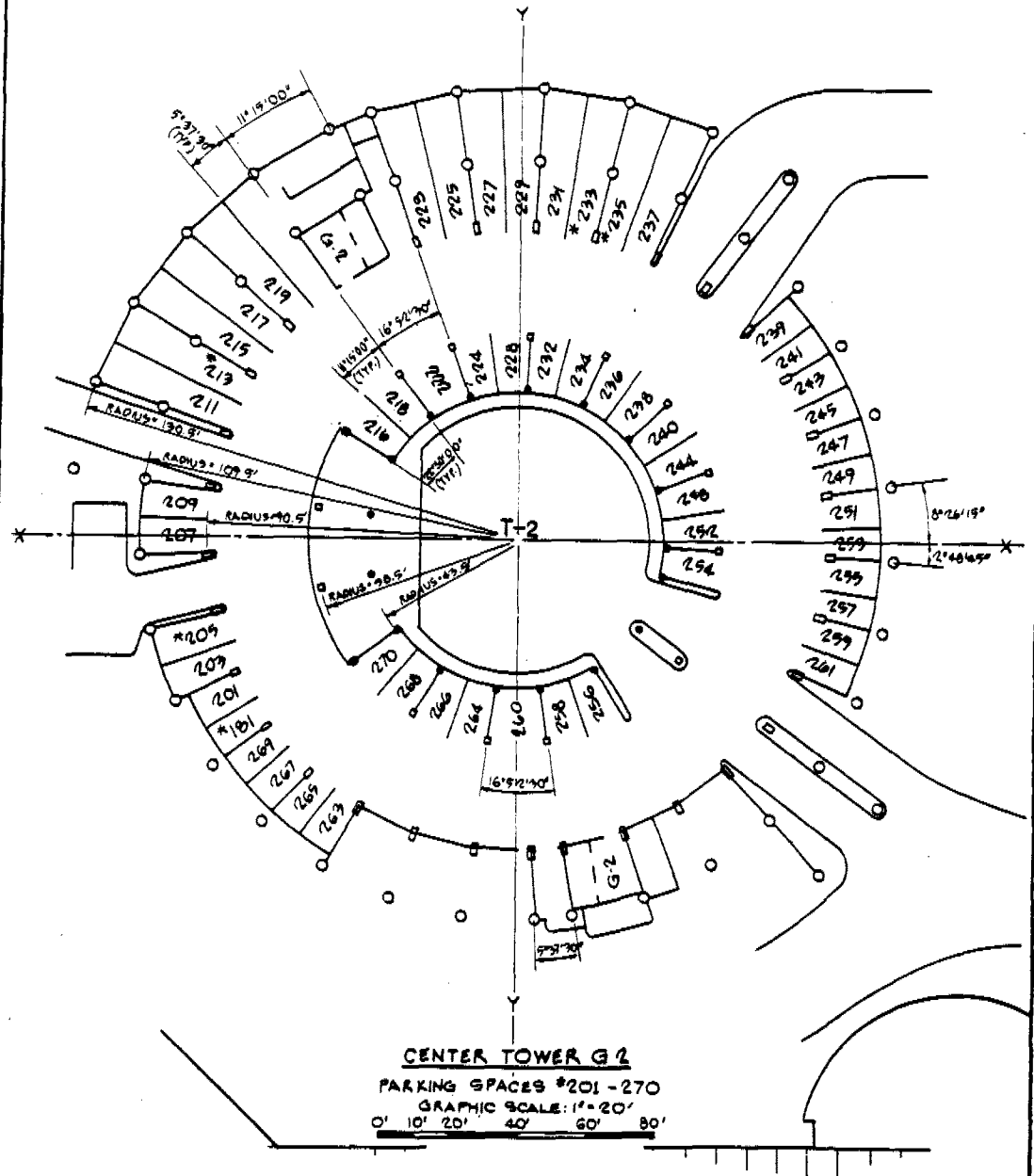
THESE PARKING SPACES ARE
NOT ASSIGNED TO ANY UNIT.

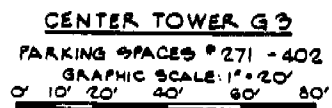
MARINA CITY TOWERS REAL ESTATE IMPROVEMENT APARTMENT PLAN

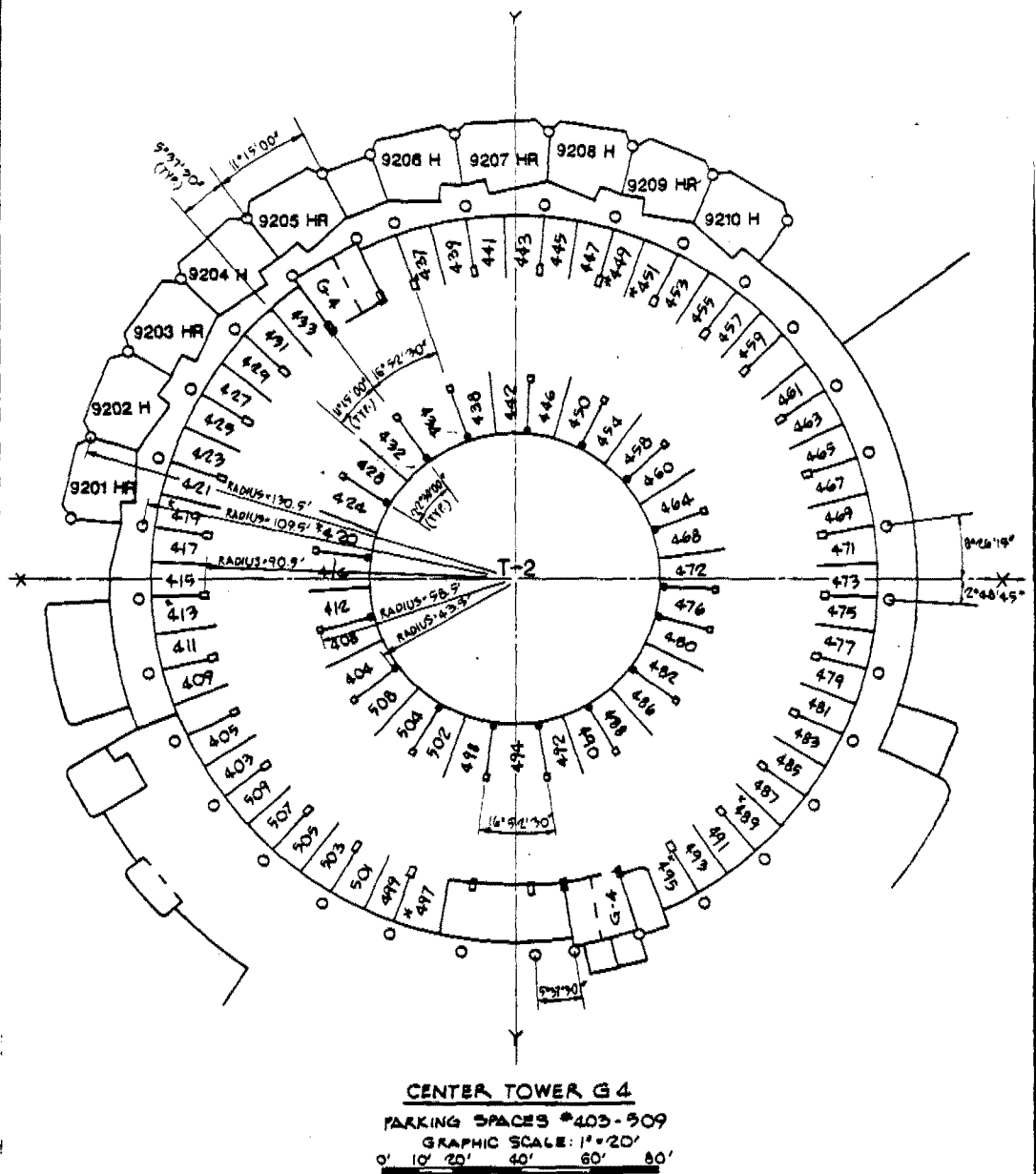


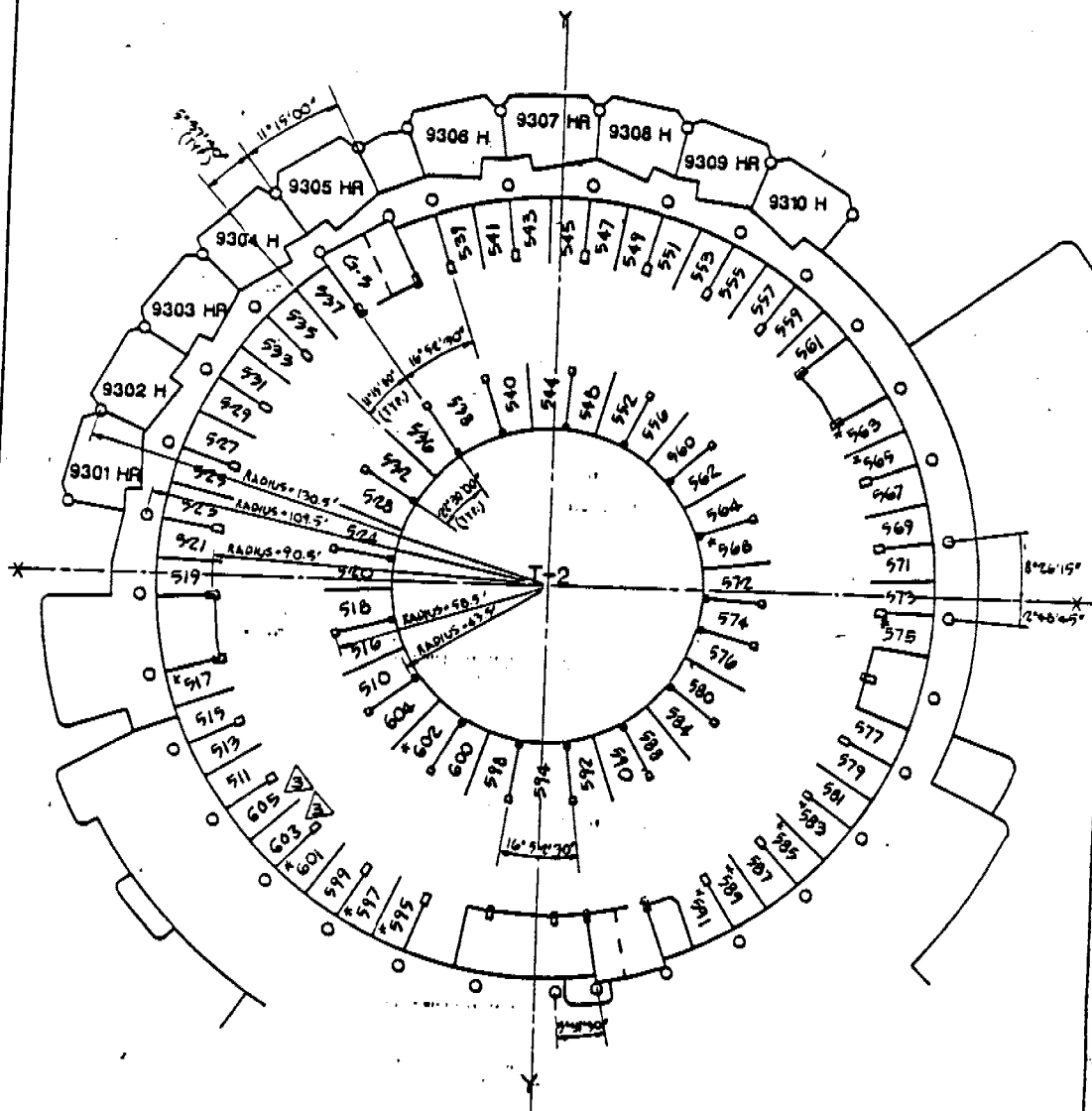


CENTER TOWER G-1
PARKING SPACES #101-181
GRAPHIC SCALE: 1"=20'
0' 10' 20' 40' 60' 80'







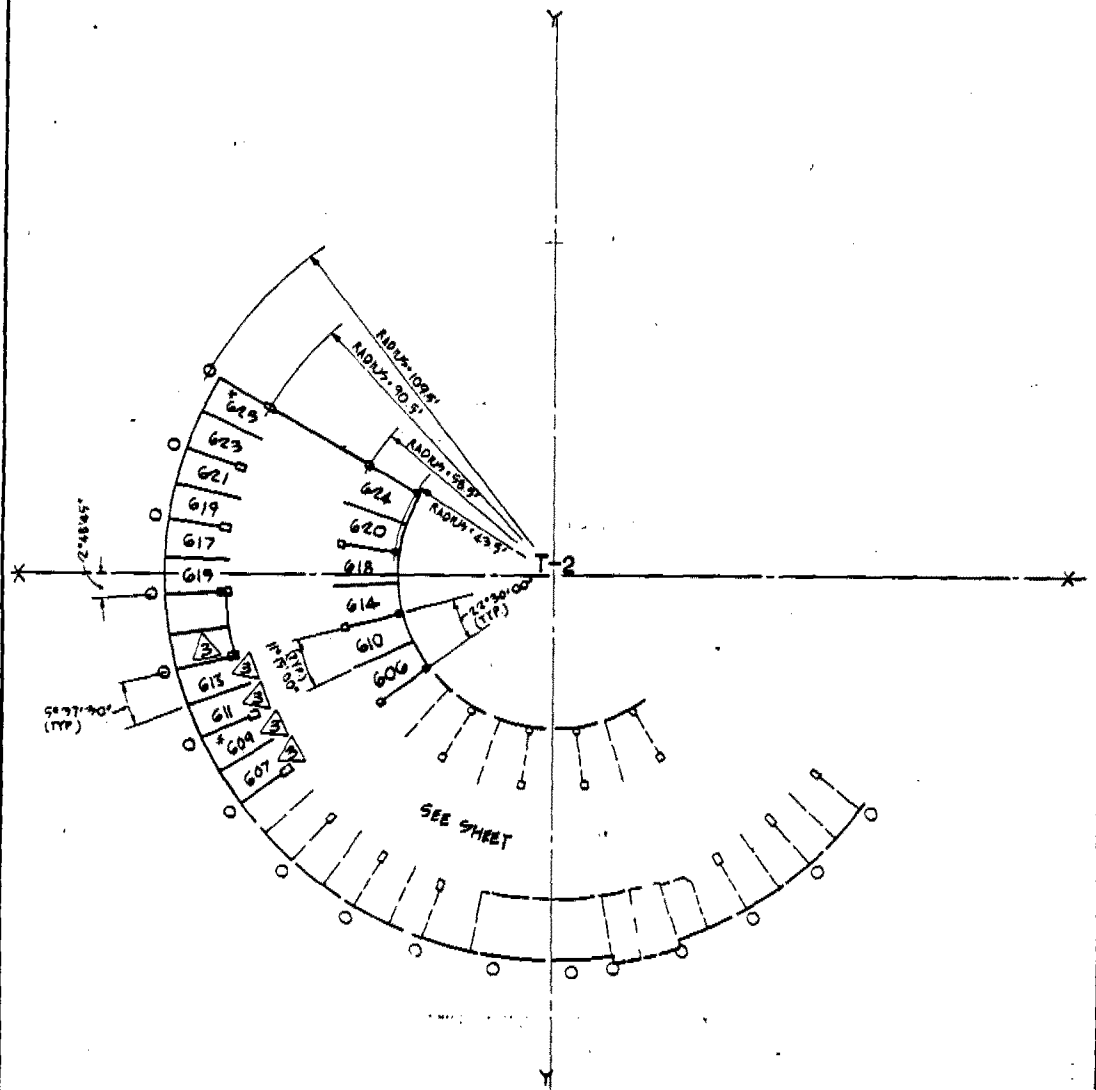


CENTER TOWER G-5

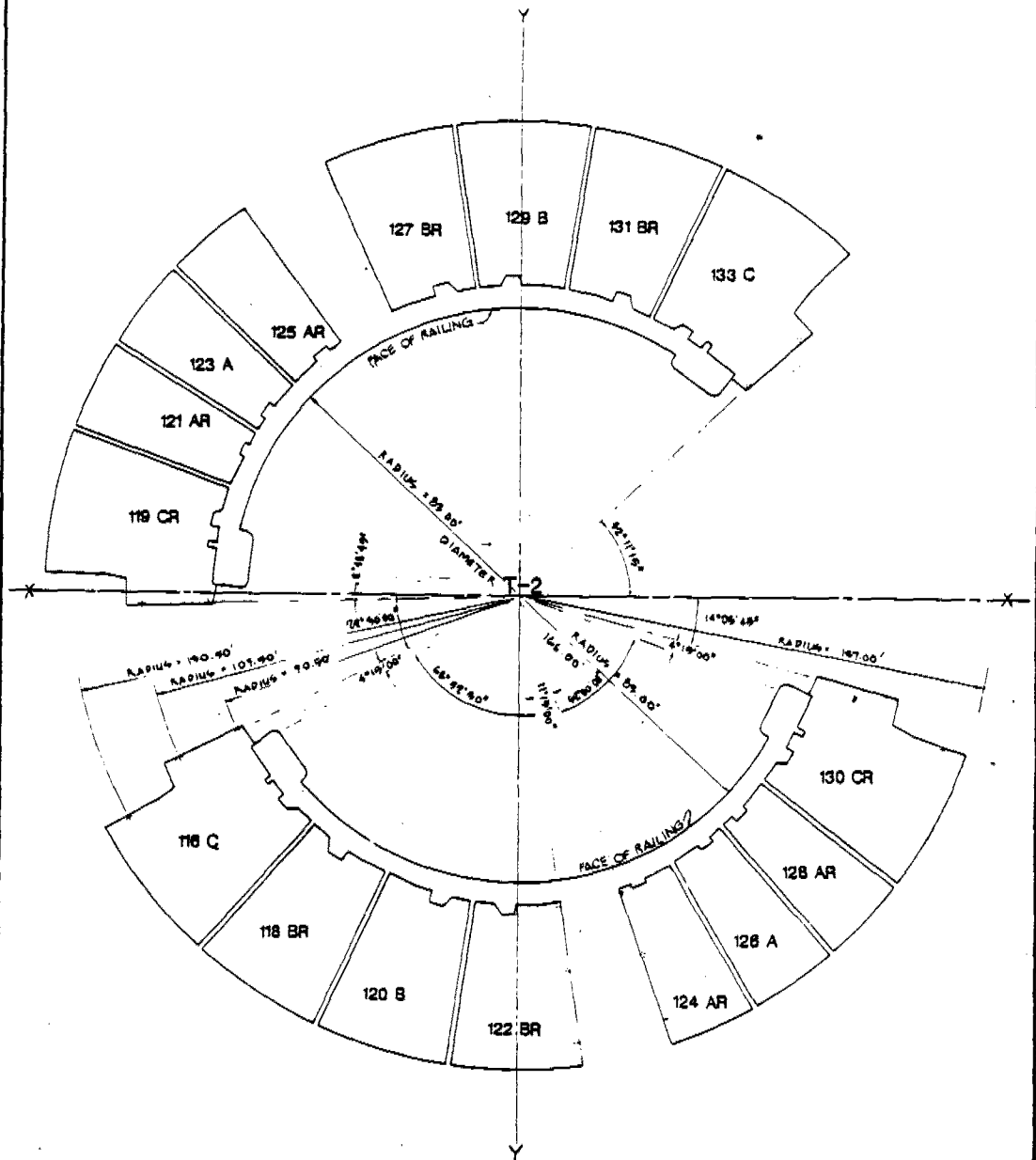
PARKING SPACES #510-604

GRAPHIC SCALE: 1" = 20'

0' 10' 20' 40' 60' 80'

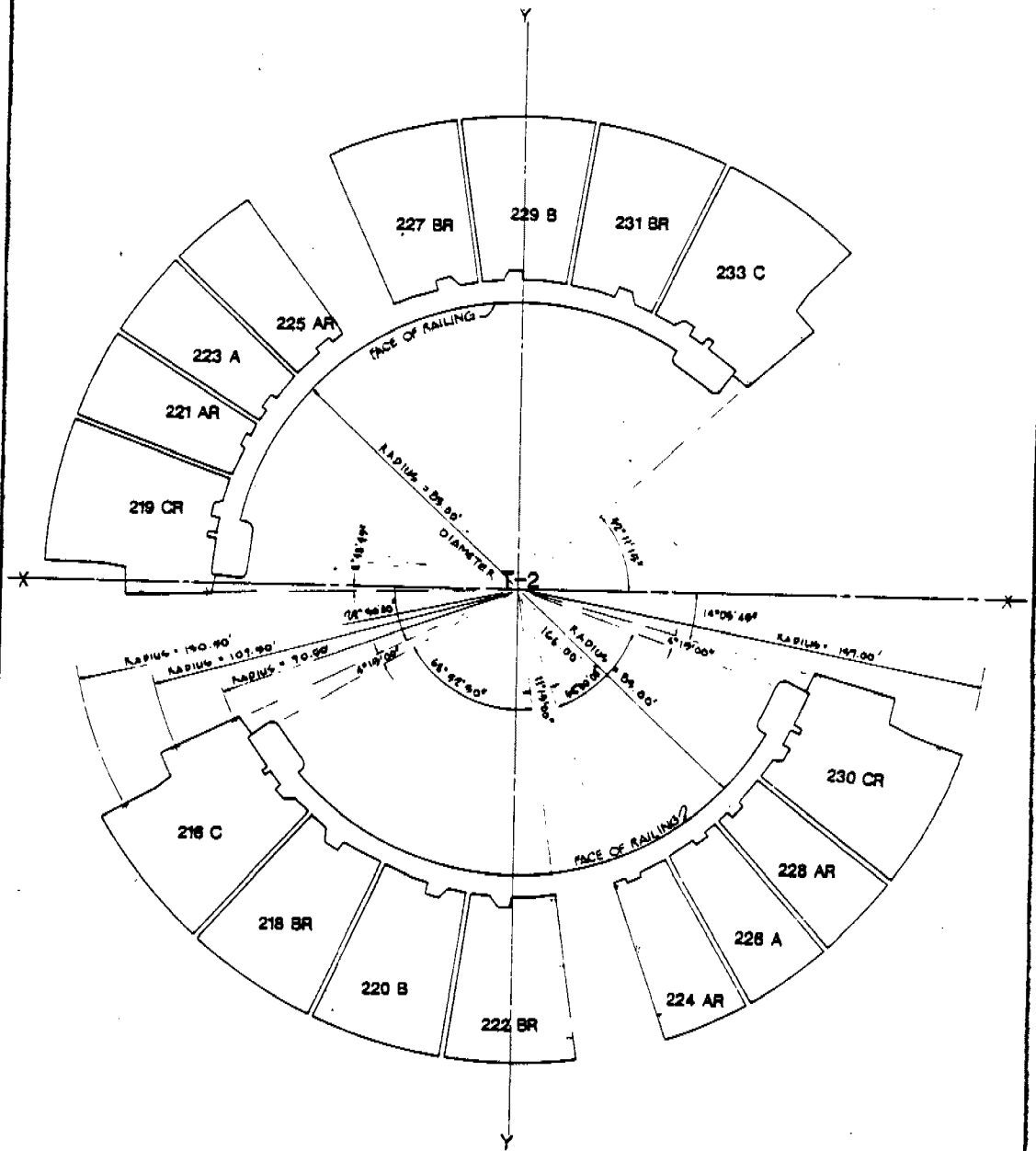


CENTER TOWER G 5
PARKING SPACES #609-625
GRAPHIC SCALE: 1" = 20'
0' 10' 20' 40' 60' 80'



CENTER TOWER
PLAZA LEVEL

GRAPHIC SCALE: 1"=20'
0' 10' 20' 40' 60' 80'

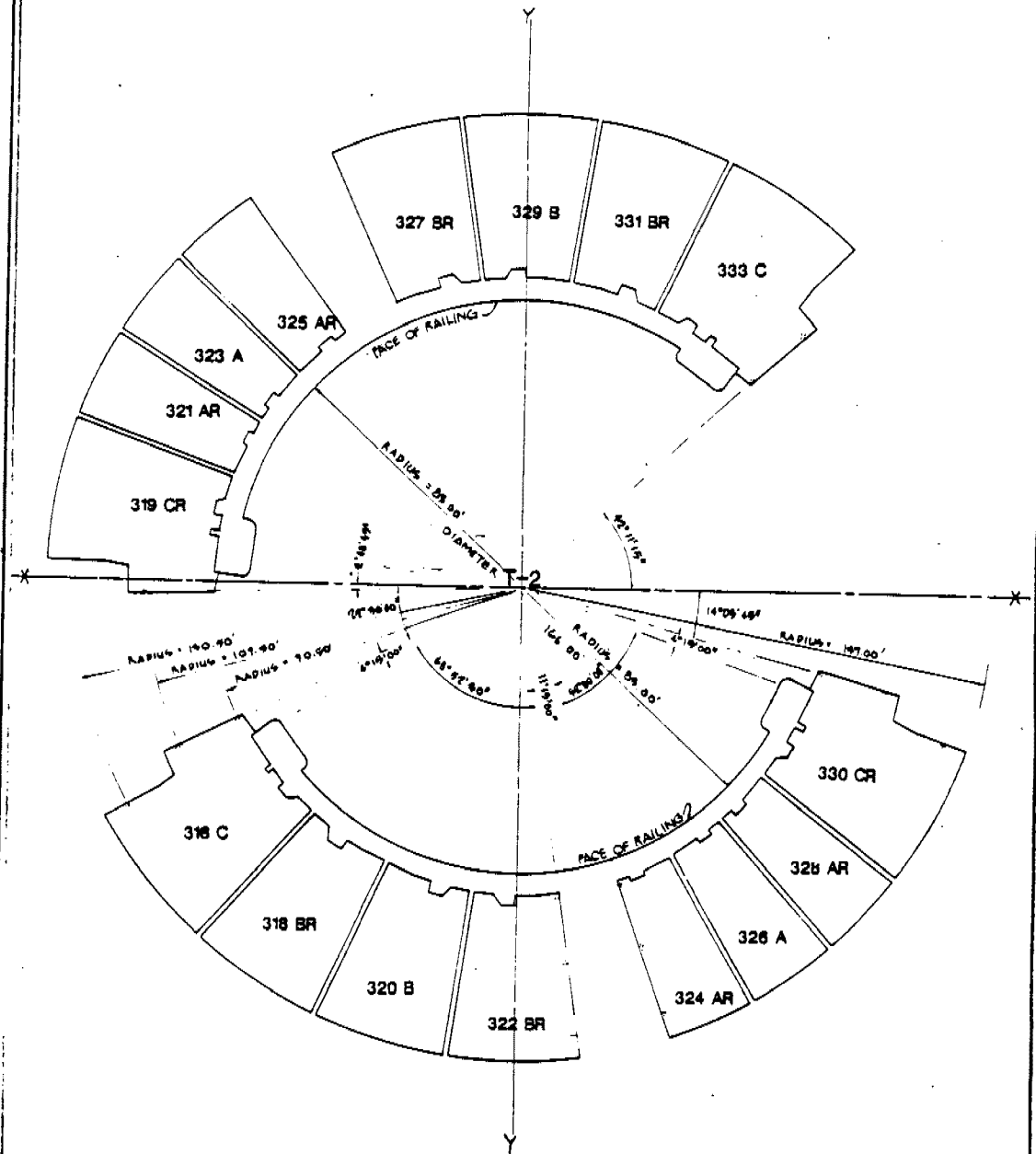


CENTER TOWER
9TH FLOOR

GRAPHIC SCALE: 1"=20'

0' 10' 20' 40' 60' 80'

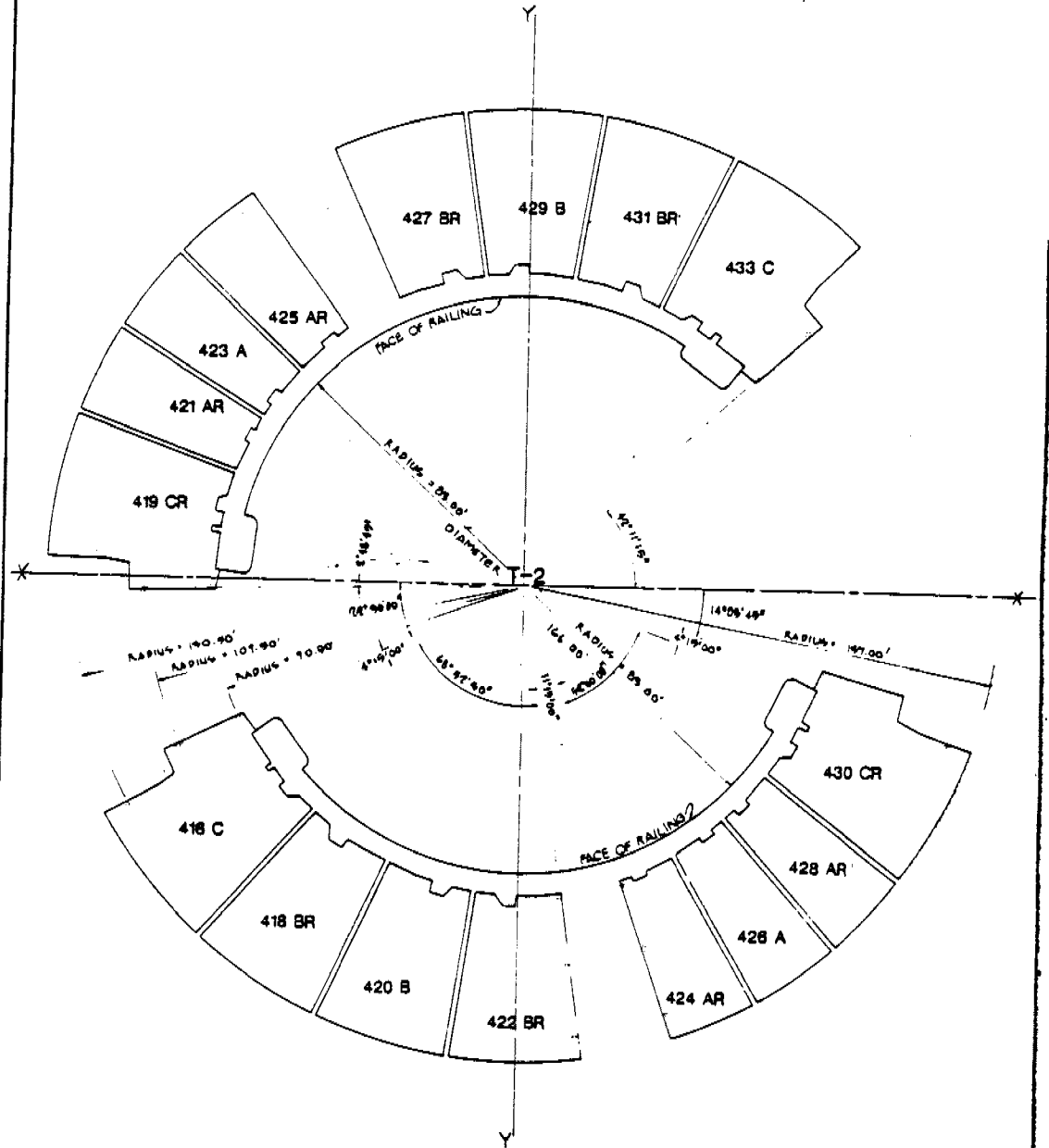




CENTER TOWER
THIRD FLOOR

GRAPHIC SCALE: 1"=20'

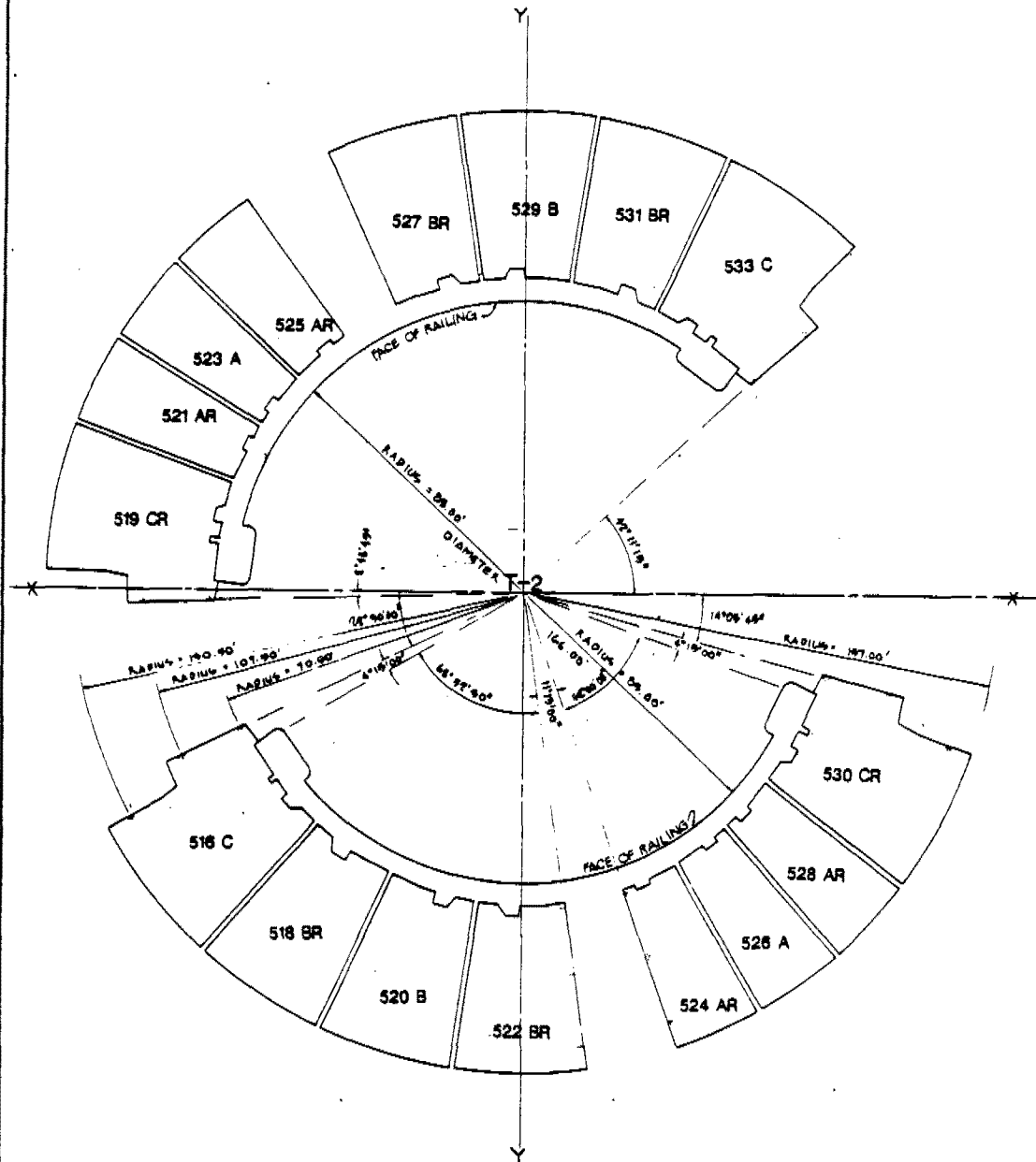
0' 10' 20' 40' 60' 80'



CENTER TOWER
 FOURTH FLOOR

GRAPHIC SCALE: 1"=20'

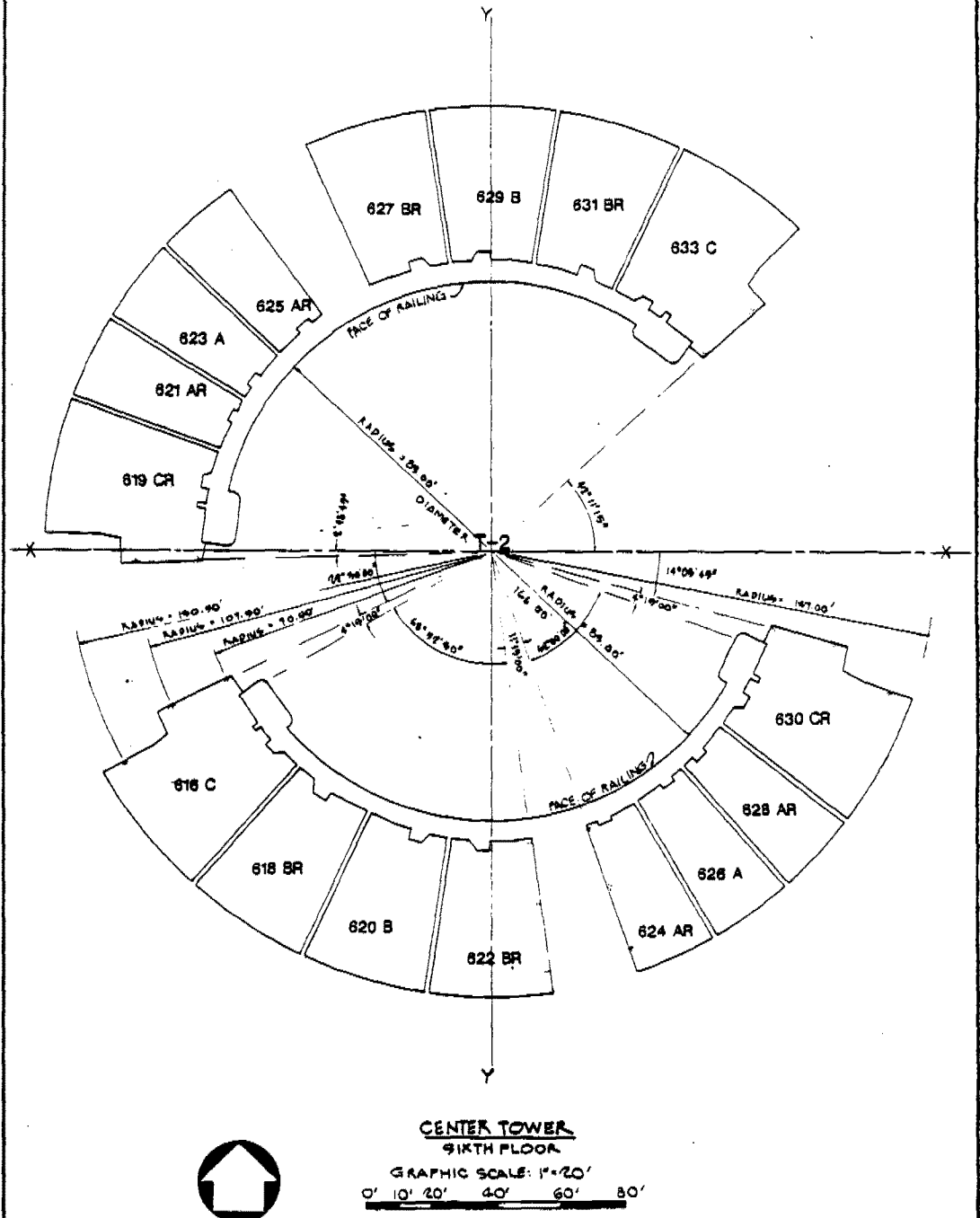
0' 10' 20' 40' 60' 80'

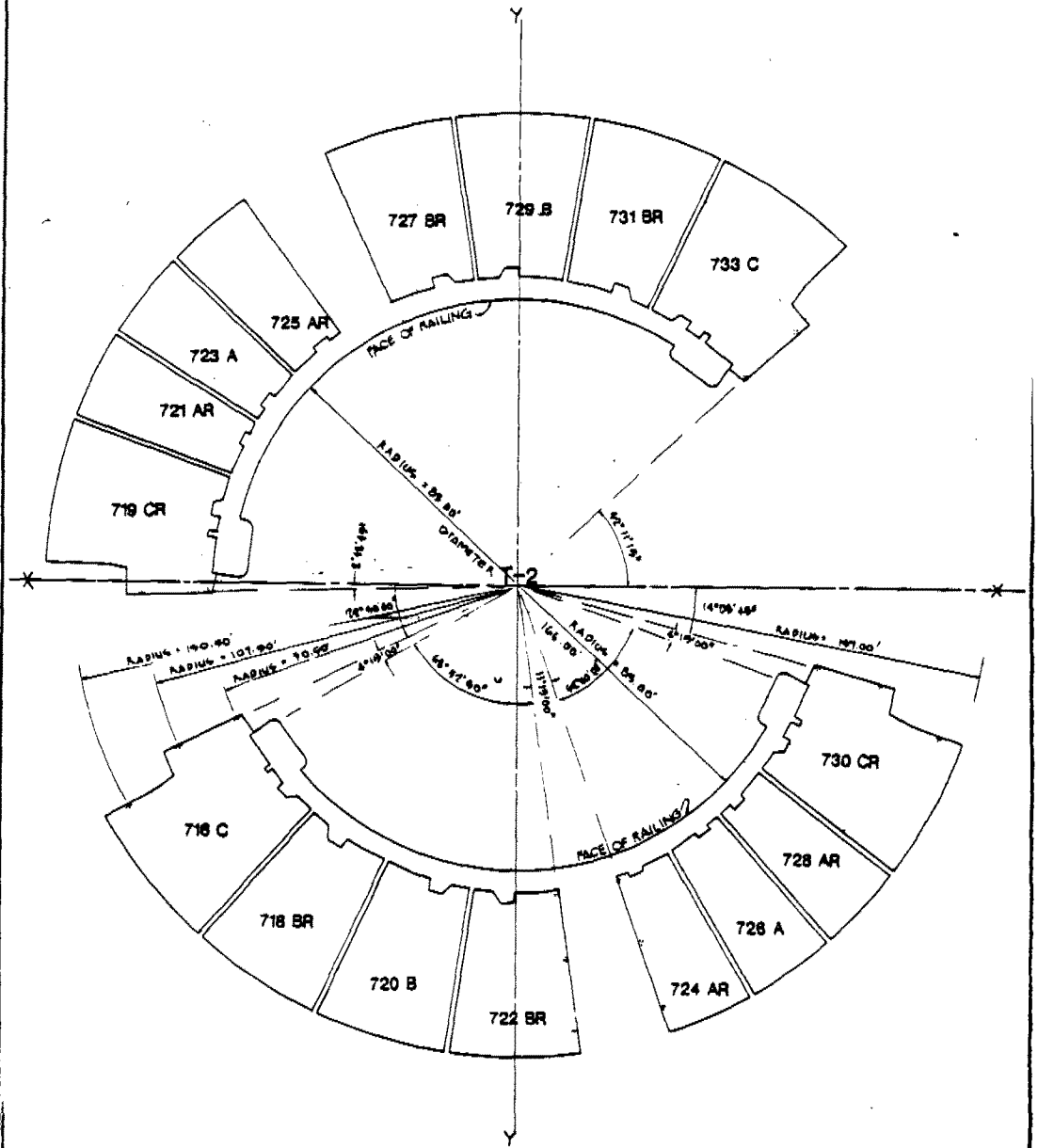


CENTER TOWER
FIFTH FLOOR

GRAPHIC SCALE: 1"=20'

0' 10' 20' 40' 60' 80'



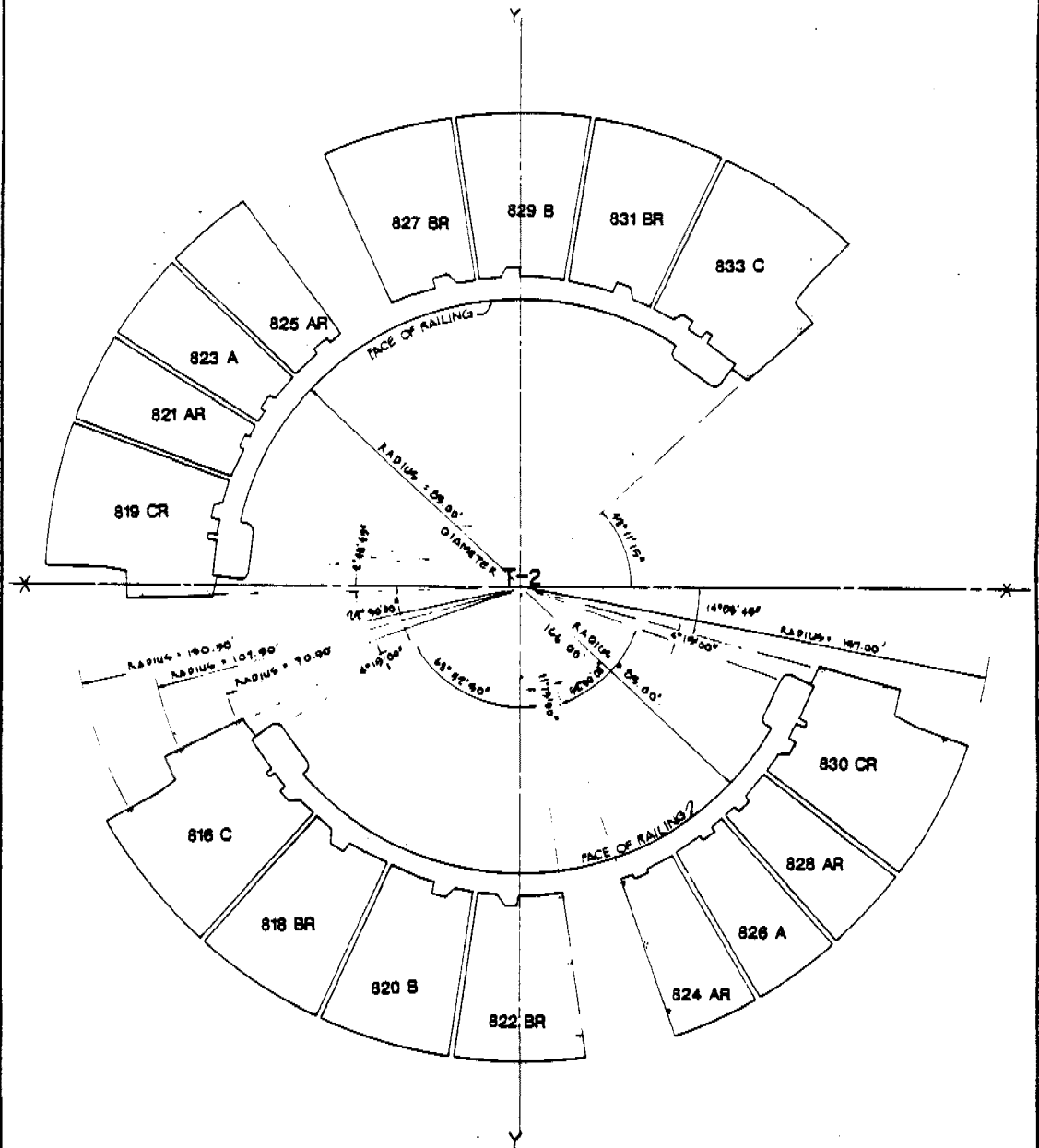


CENTER TOWER
 SEVENTH FLOOR

GRAPHIC SCALE: 1"=20'

0' 10' 20' 40' 60' 80'



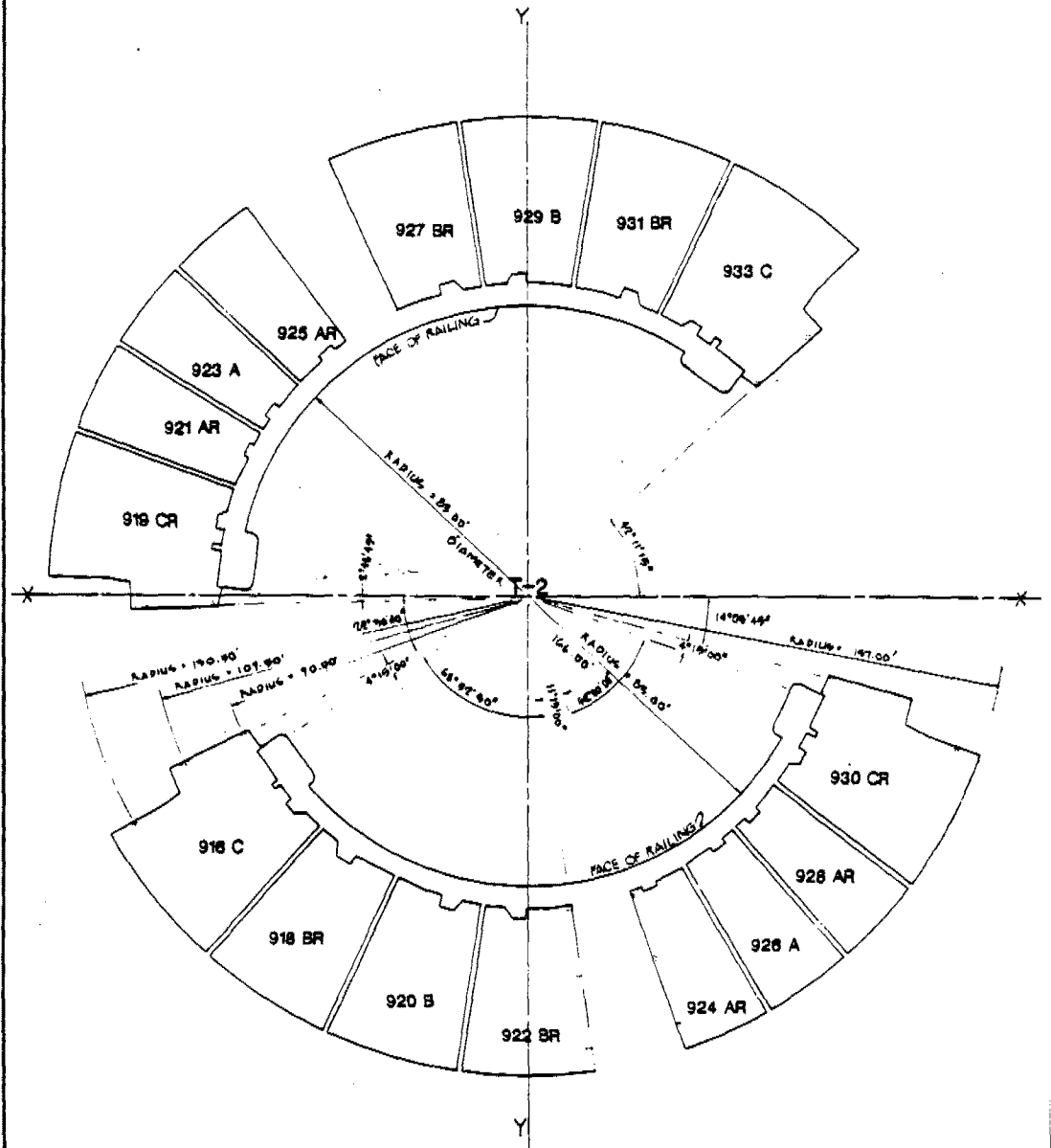


CENTER TOWER

EIGHTH FLOOR

GRAPHIC SCALE: 1"=20'

0' 10' 20' 40' 60' 80'



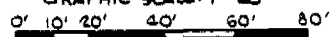
CENTER TOWER
NINTH FLOOR

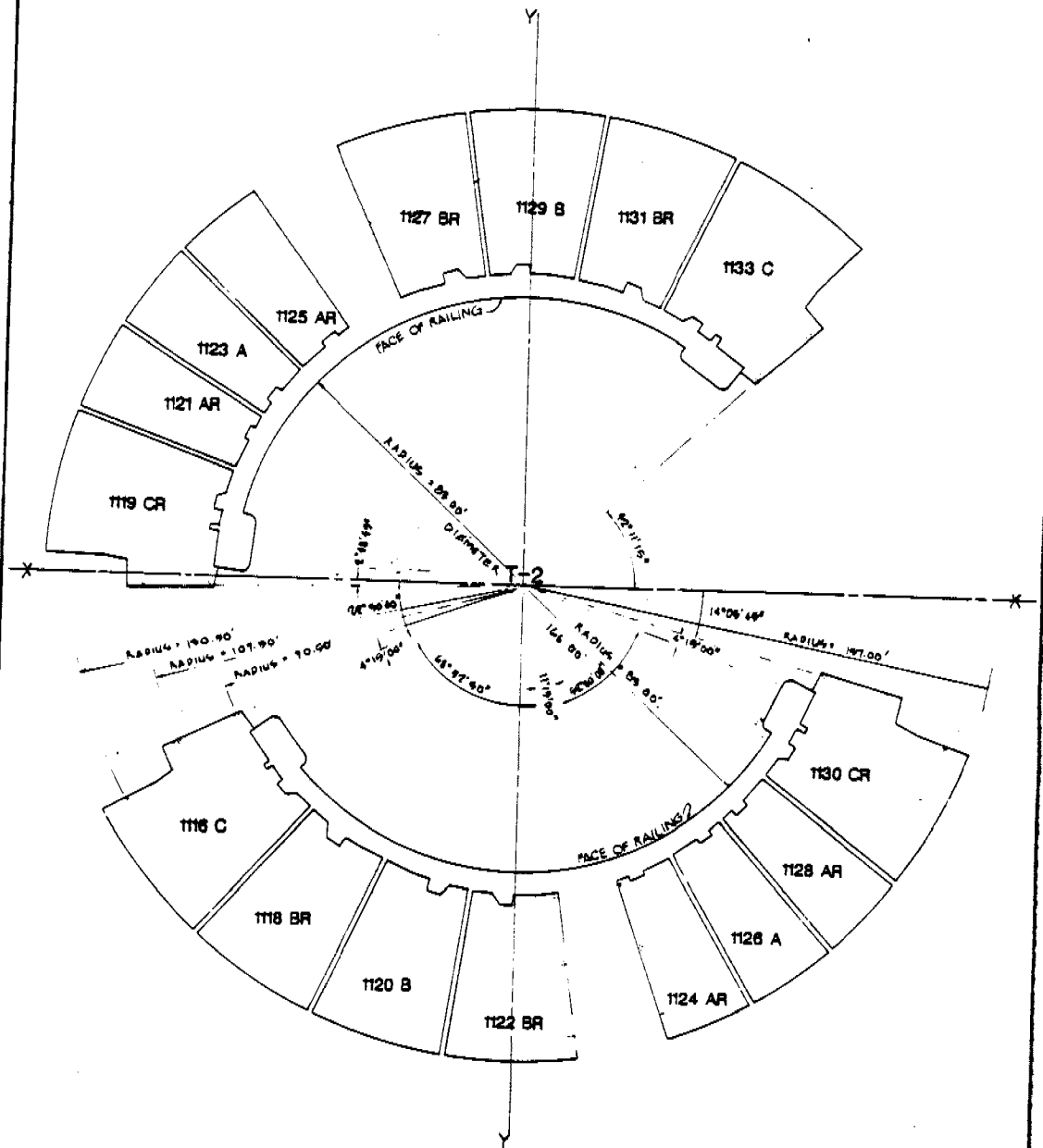
GRAPHIC SCALE: 1"=20'

0' 10' 20' 40' 60' 80'



GRAPHIC SCALE: 1"=20'



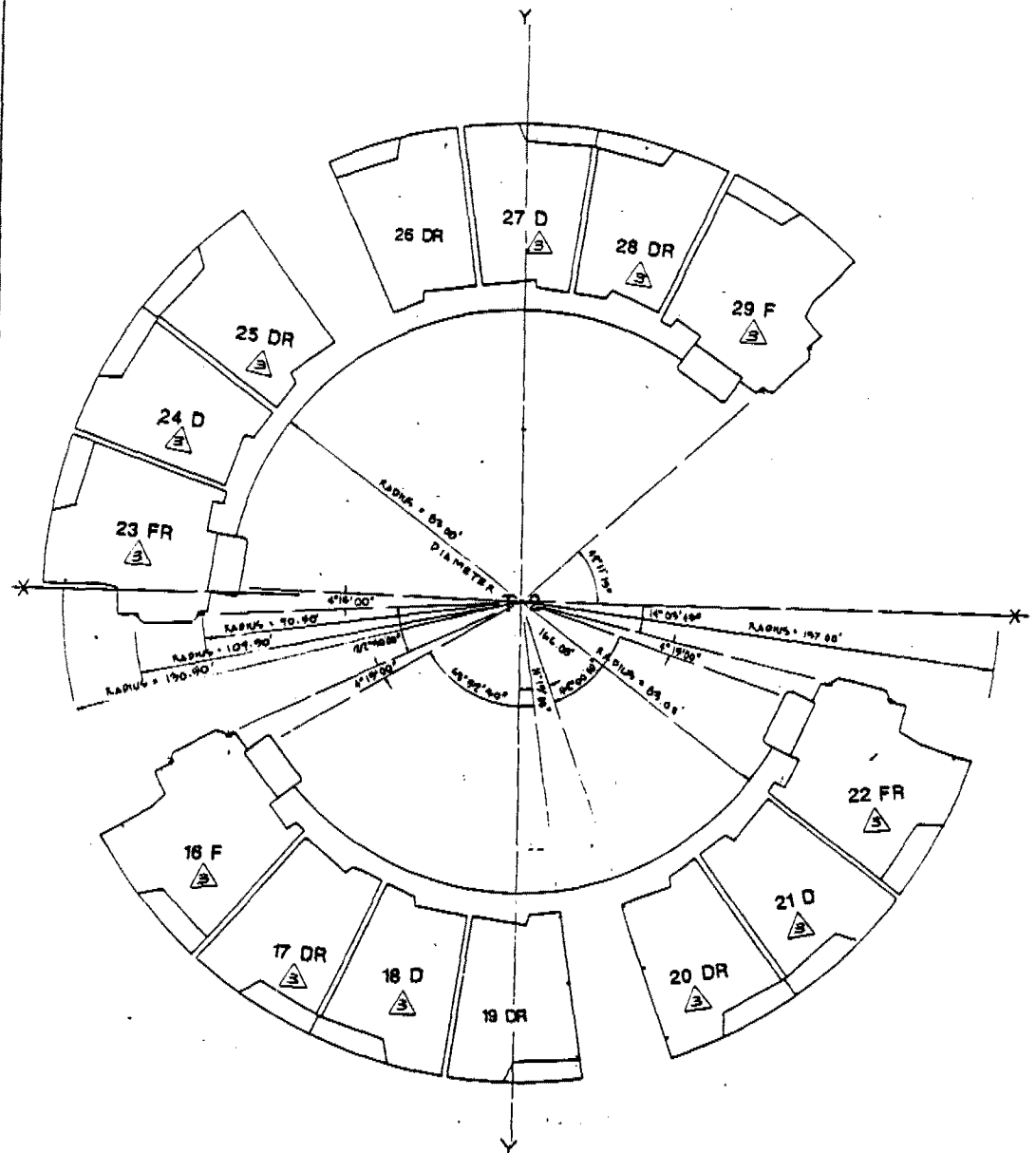


CENTER TOWER

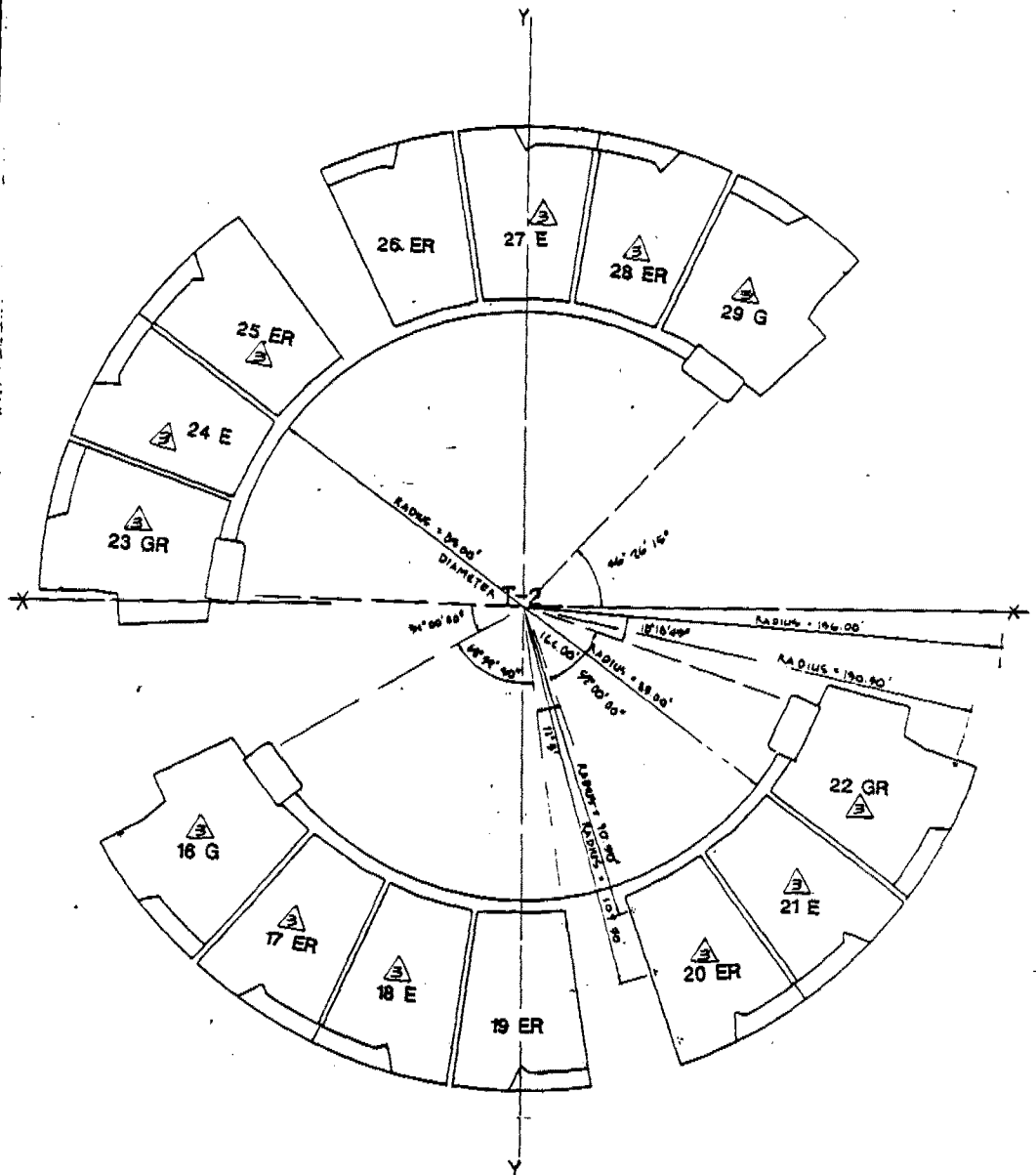
ELEVENTH FLOOR

GRAPHIC SCALE: 1"=20'

0' 10' 20' 40' 60' 80'

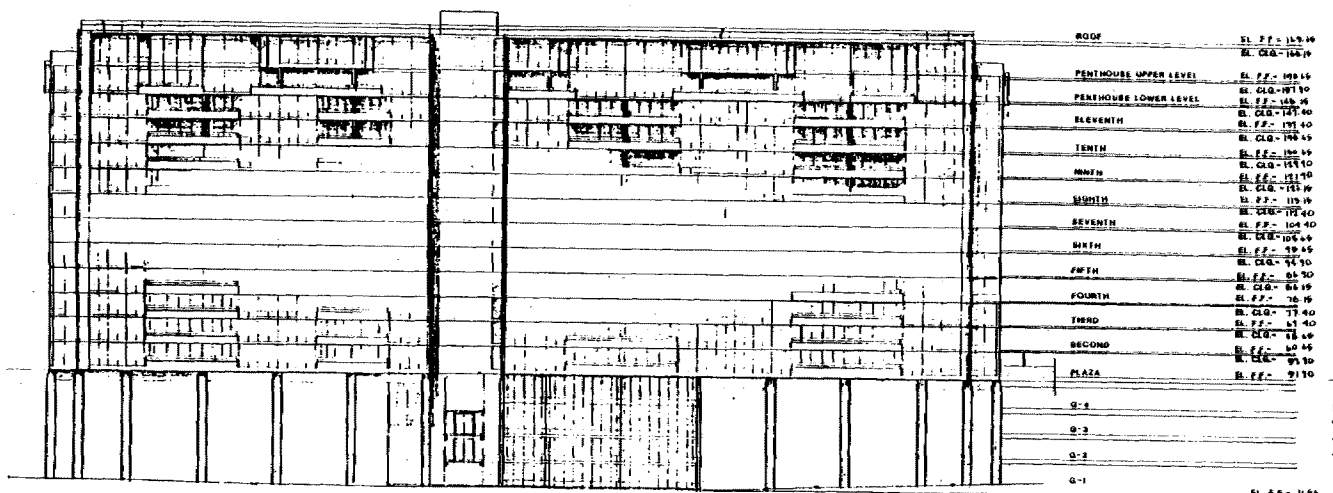


0' 10' 20' 40' 60' 80'



CENTER TOWER
 PENTHOUSE UPPER LEVEL
 GRAPHIC SCALE: 1" = 20'
 0' 10' 20' 40' 60' 80'

MARINA CITY TOWERS REAL ESTATE IMPROVEMENT APARTMENT PLAN

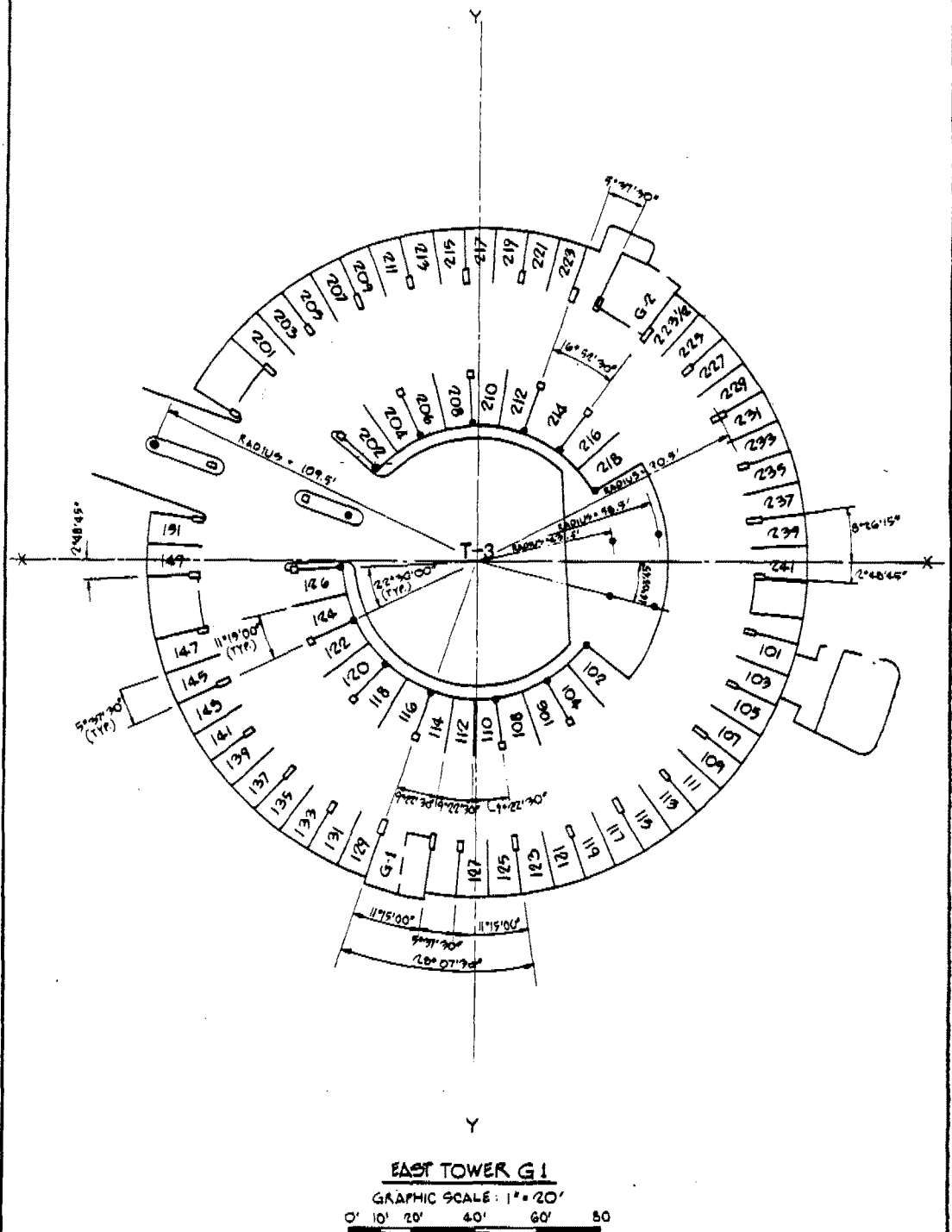


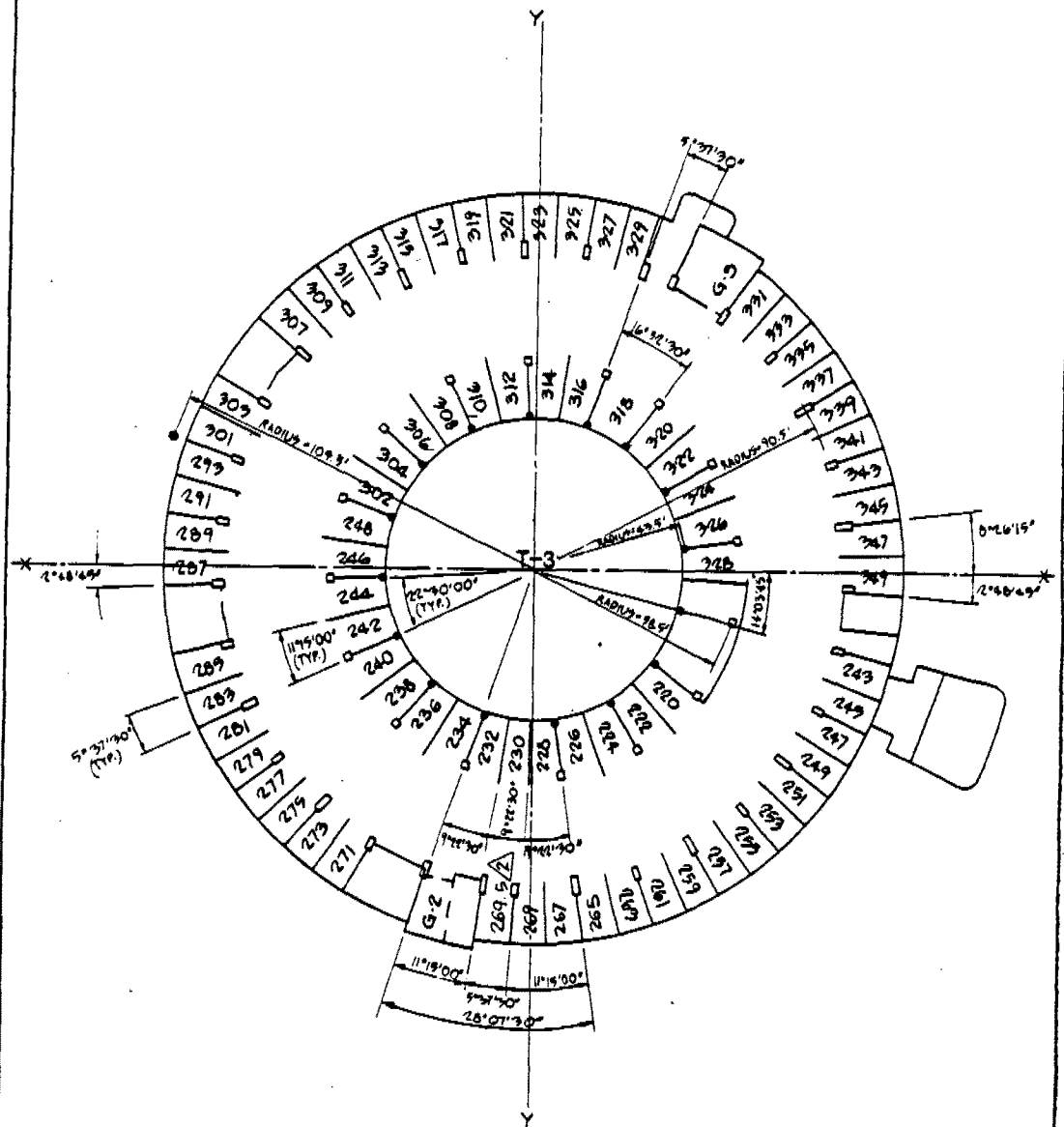
East Tower Elevation

GRAPHIC SCALE: 1" = 30'

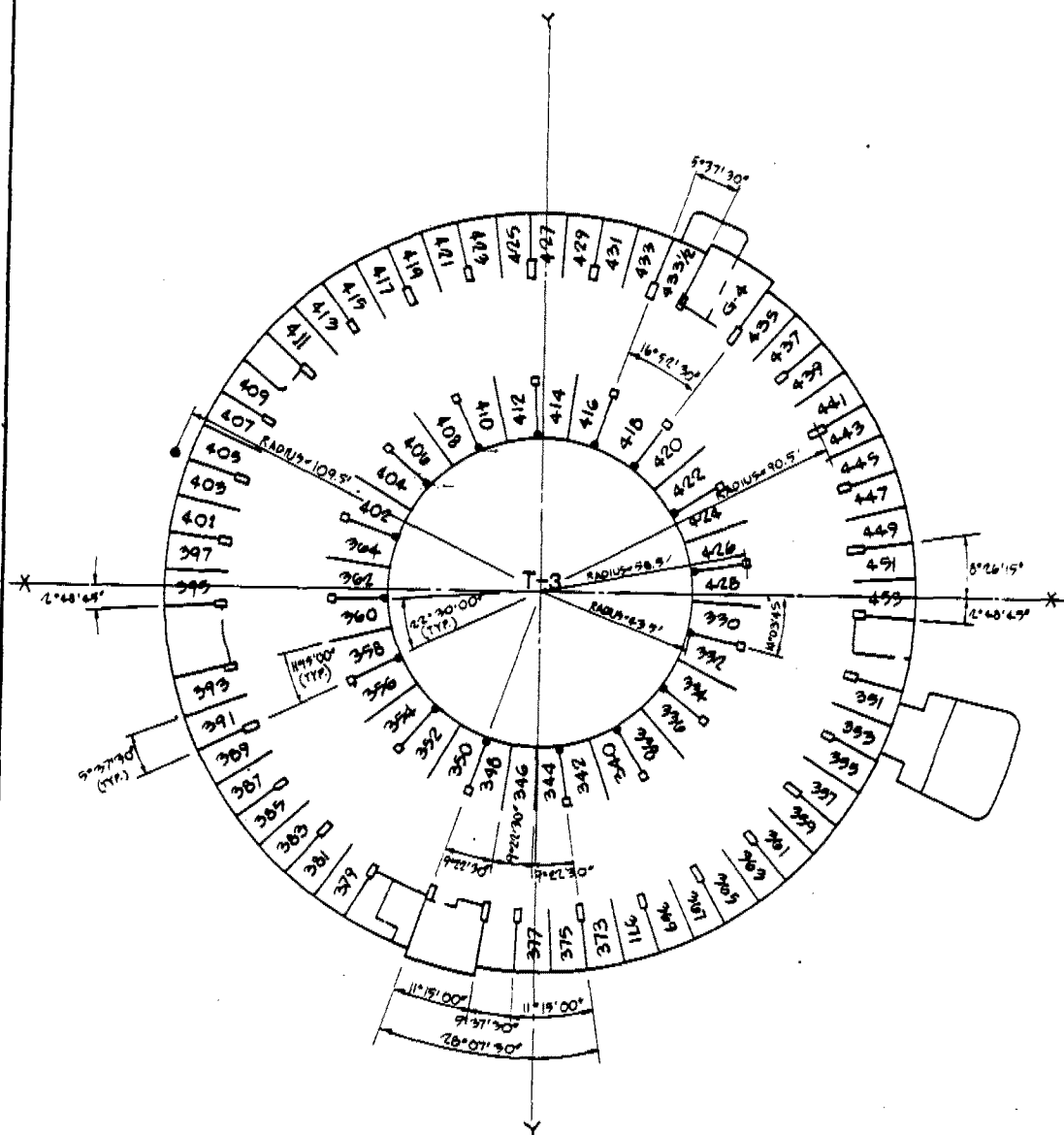


SHEET 21 OF 25

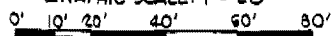


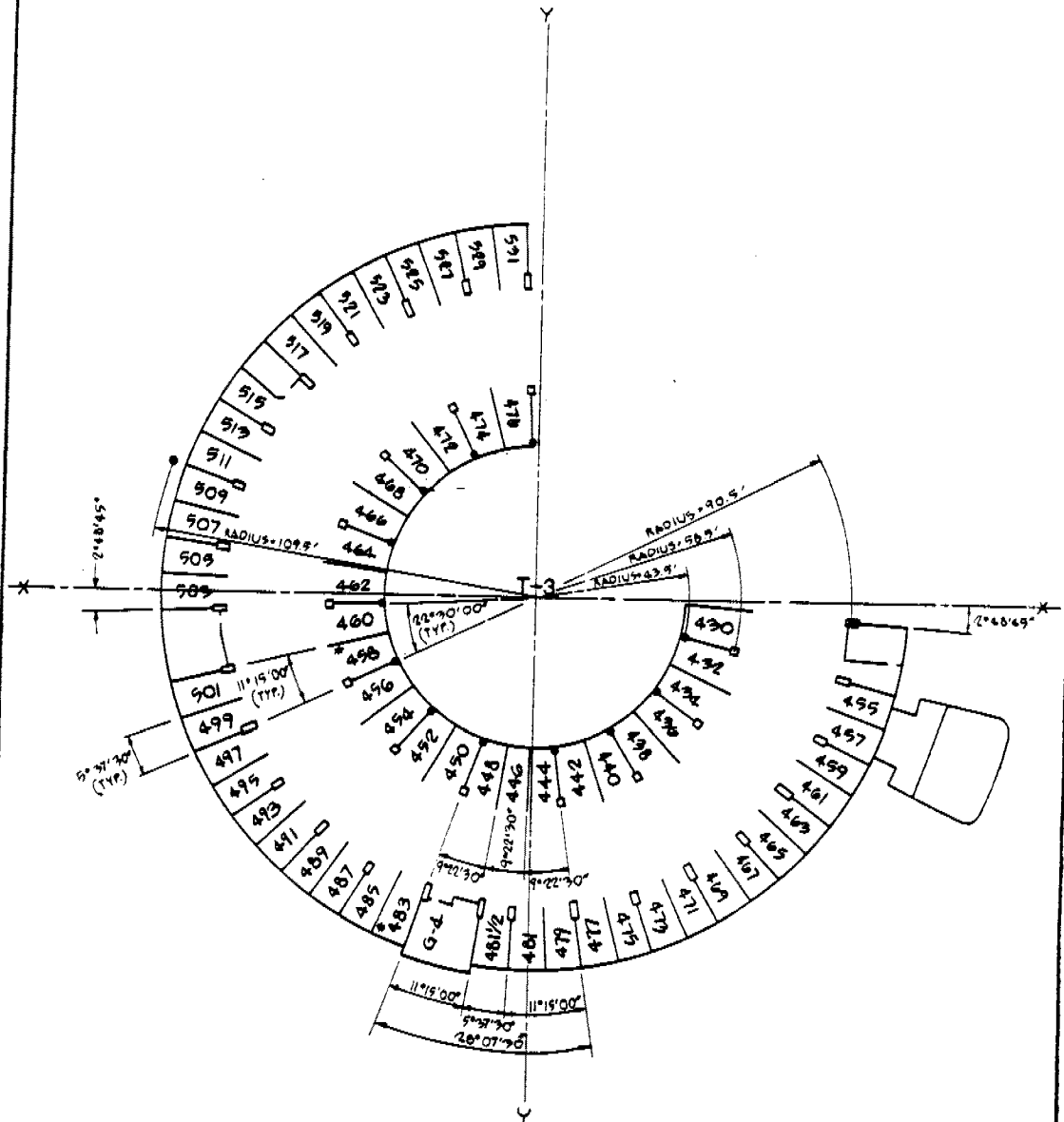


EAST TOWER G2
 GRAPHIC SCALE: 1" = 20'
 0' 10' 20' 40' 60' 80'

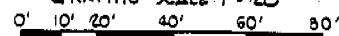


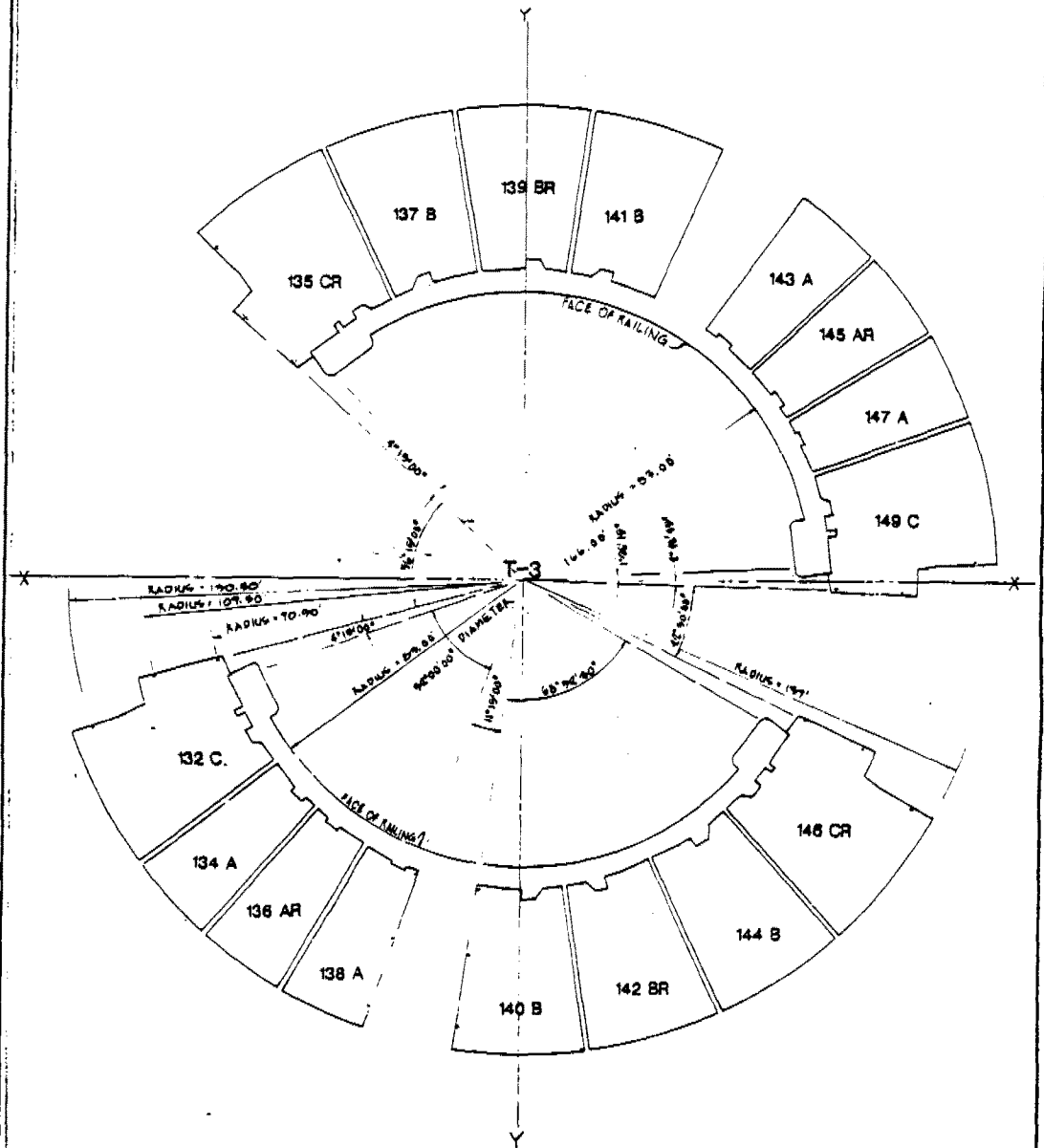
GRAPHIC SCALE: 1" = 20'





GRAPHIC SCALE: 1" = 20'

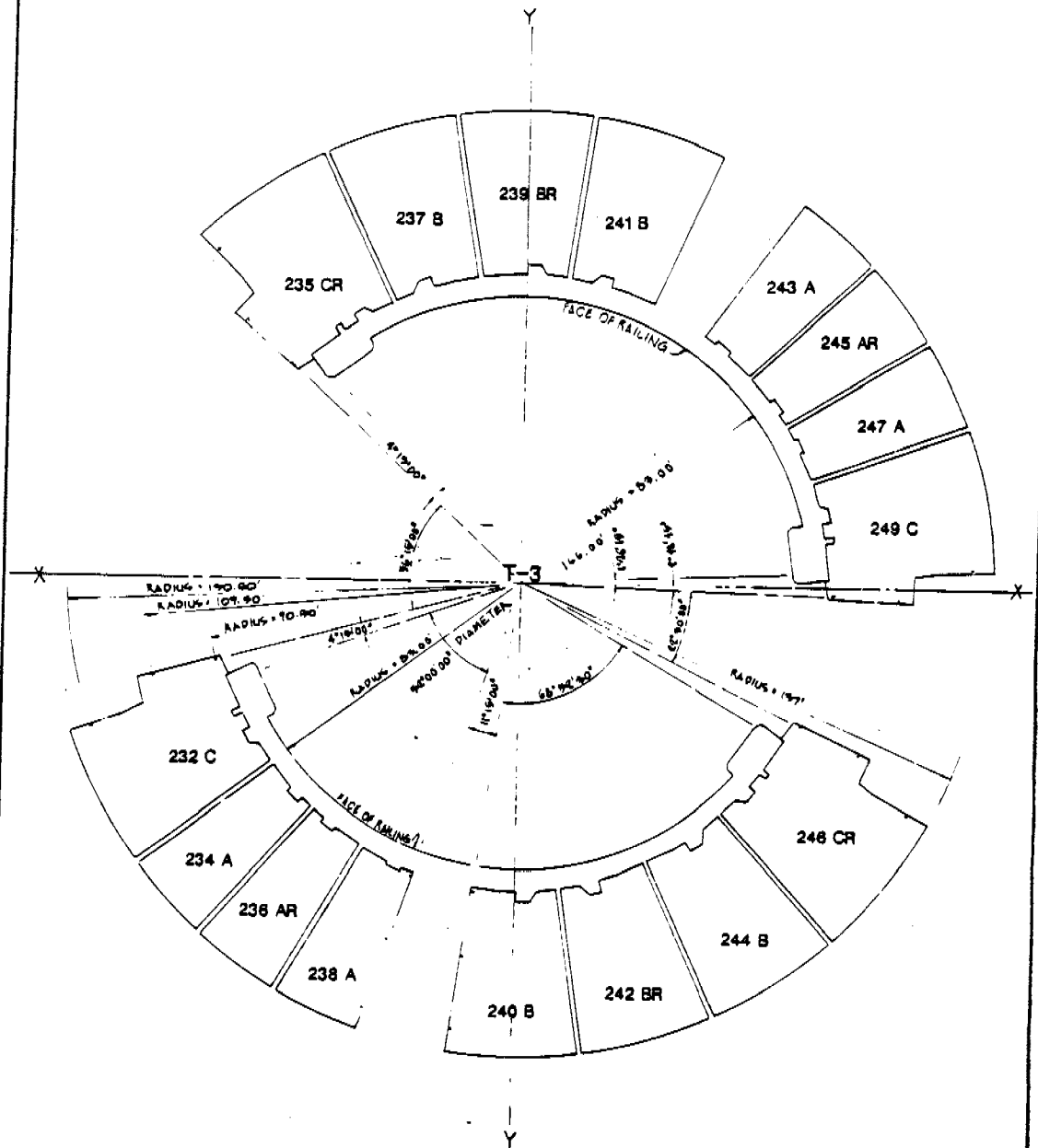




EAST TOWER
PLAZA LEVEL

GRAPHIC SCALE: 1" = 20'

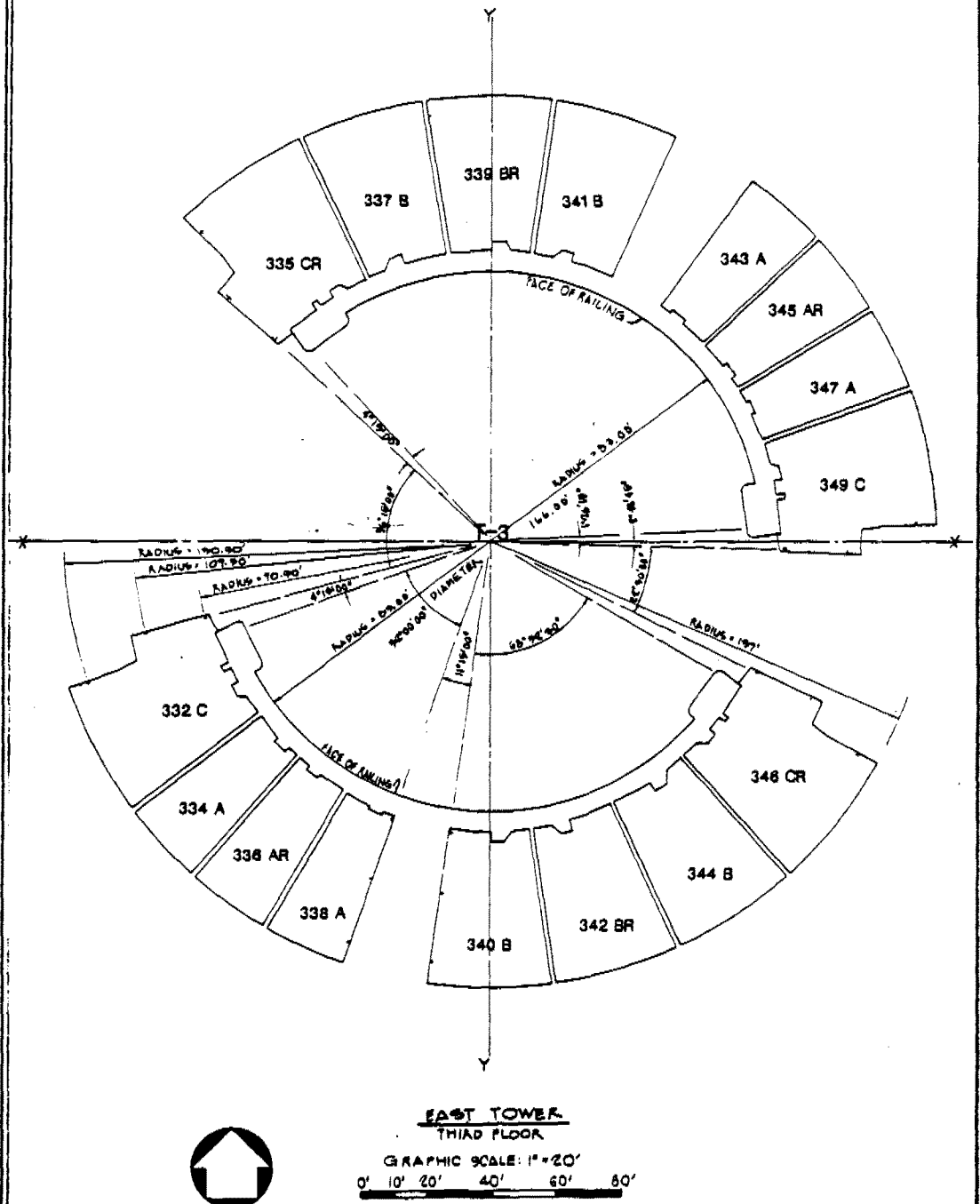
0' 10' 20' 40' 60' 80'

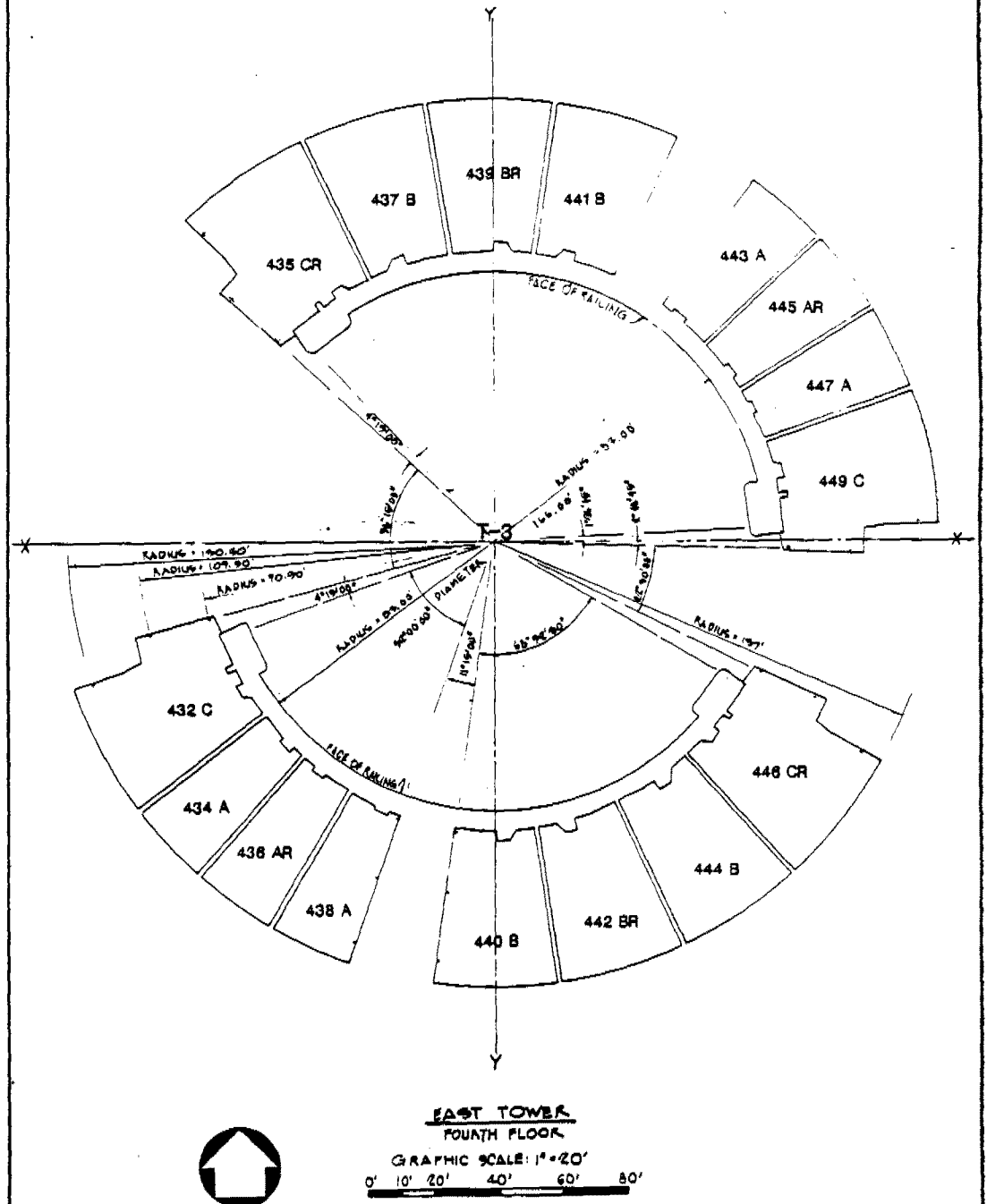


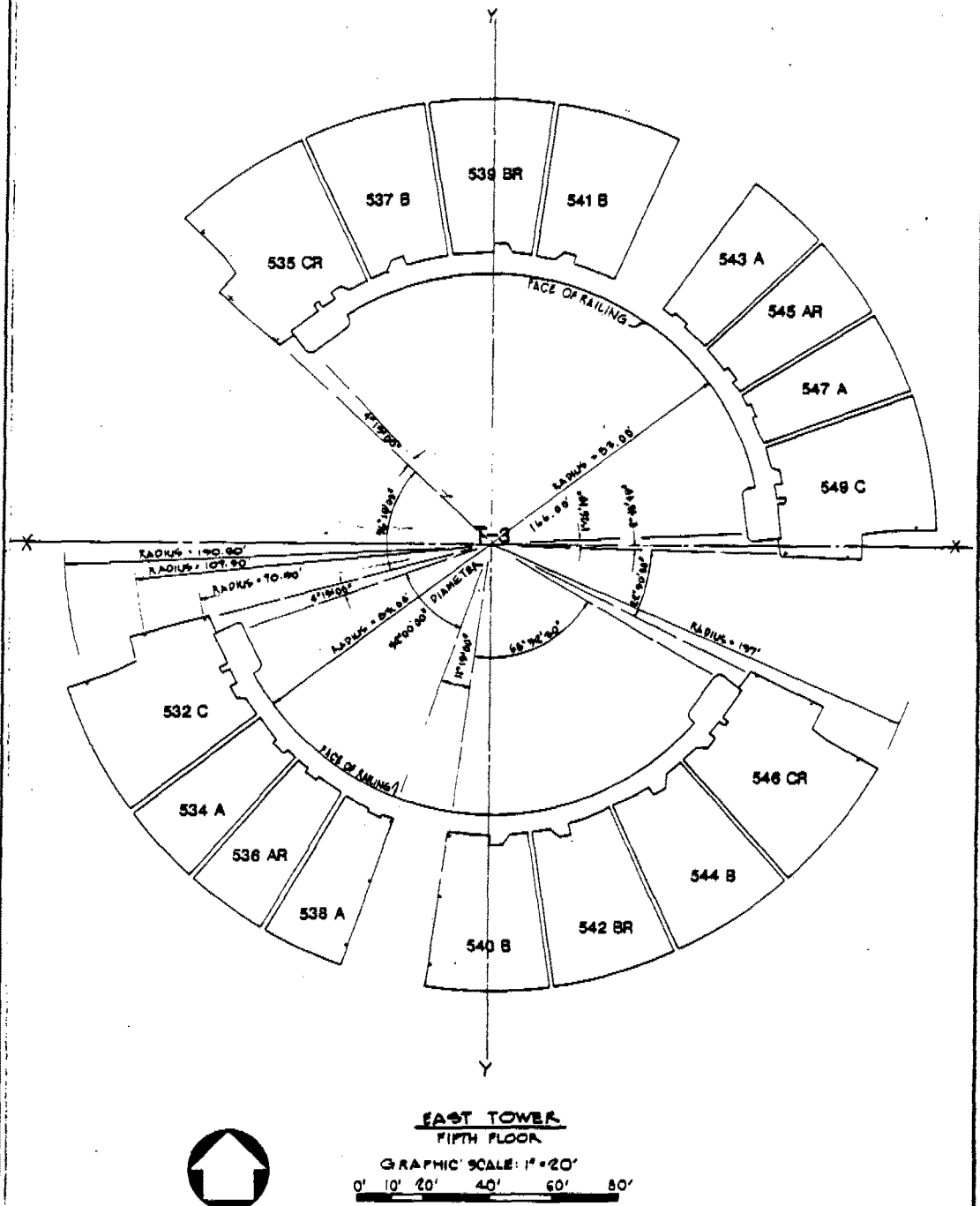
**EAST TOWER
 SECOND FLOOR**

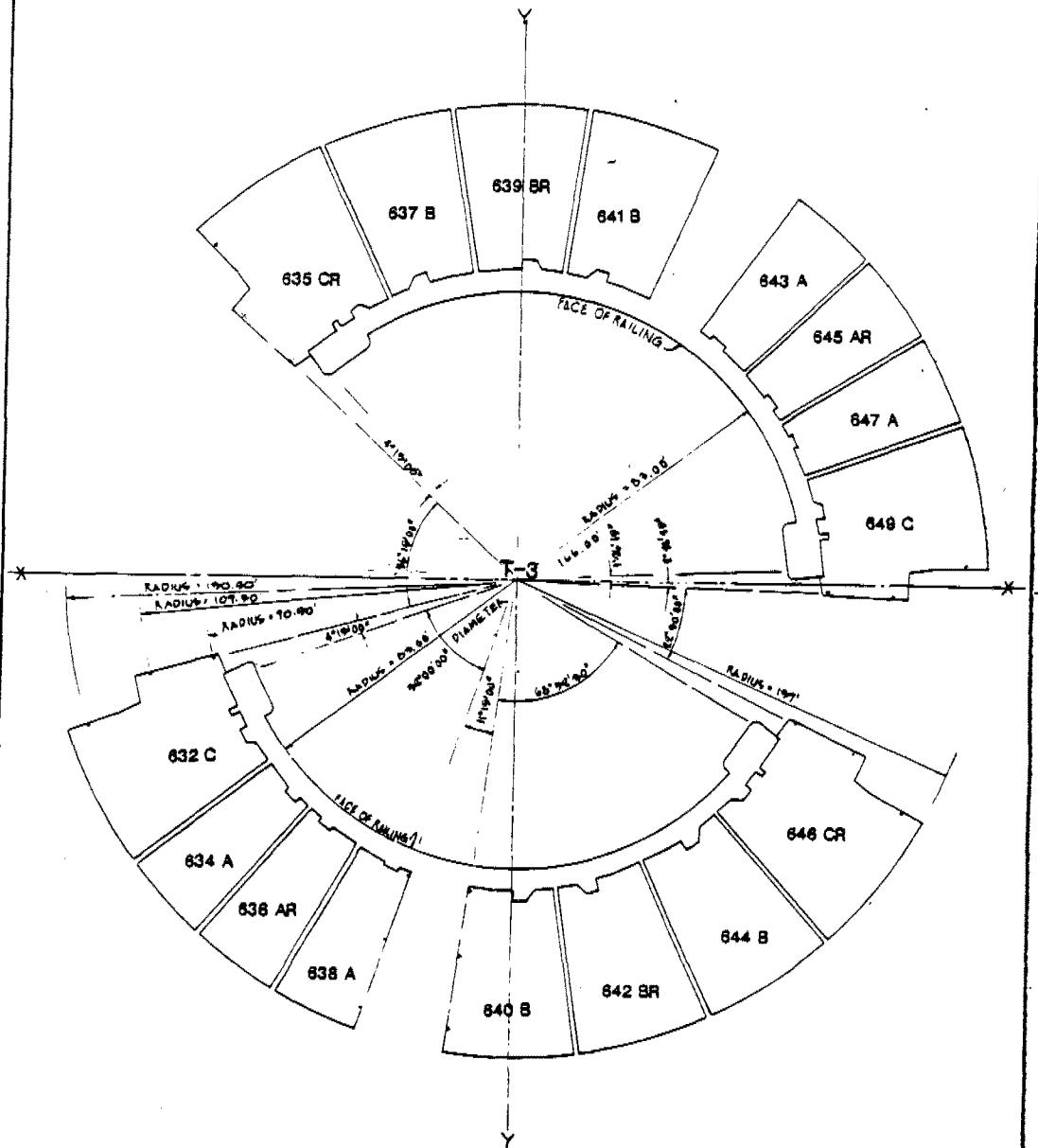
GRAPHIC SCALE: 1" = 20'

0' 10' 20' 40' 60' 80'





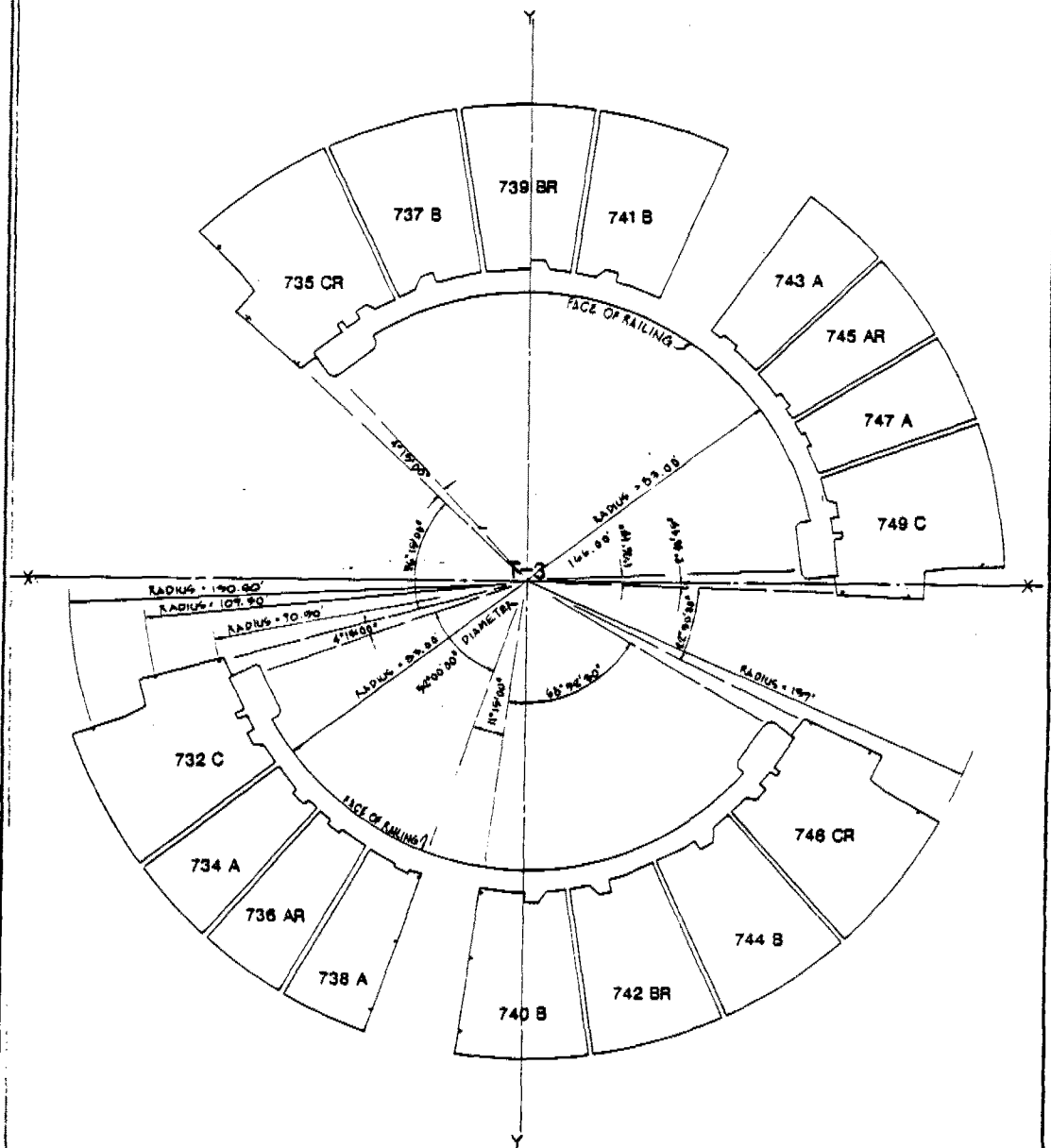




EAST TOWER
SIXTH FLOOR

GRAPHIC SCALE: 1" = 20'

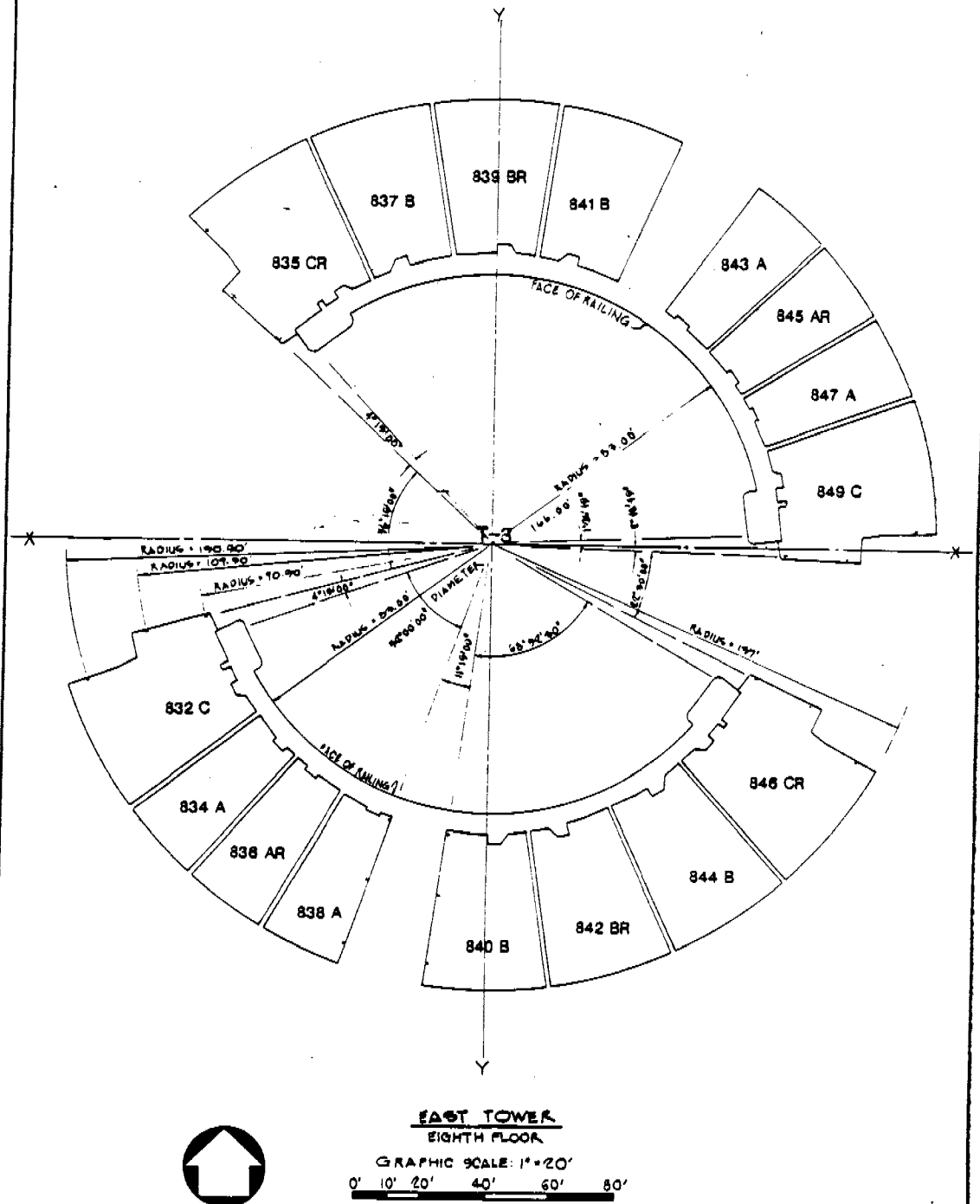
0' 10' 20' 40' 60' 80'

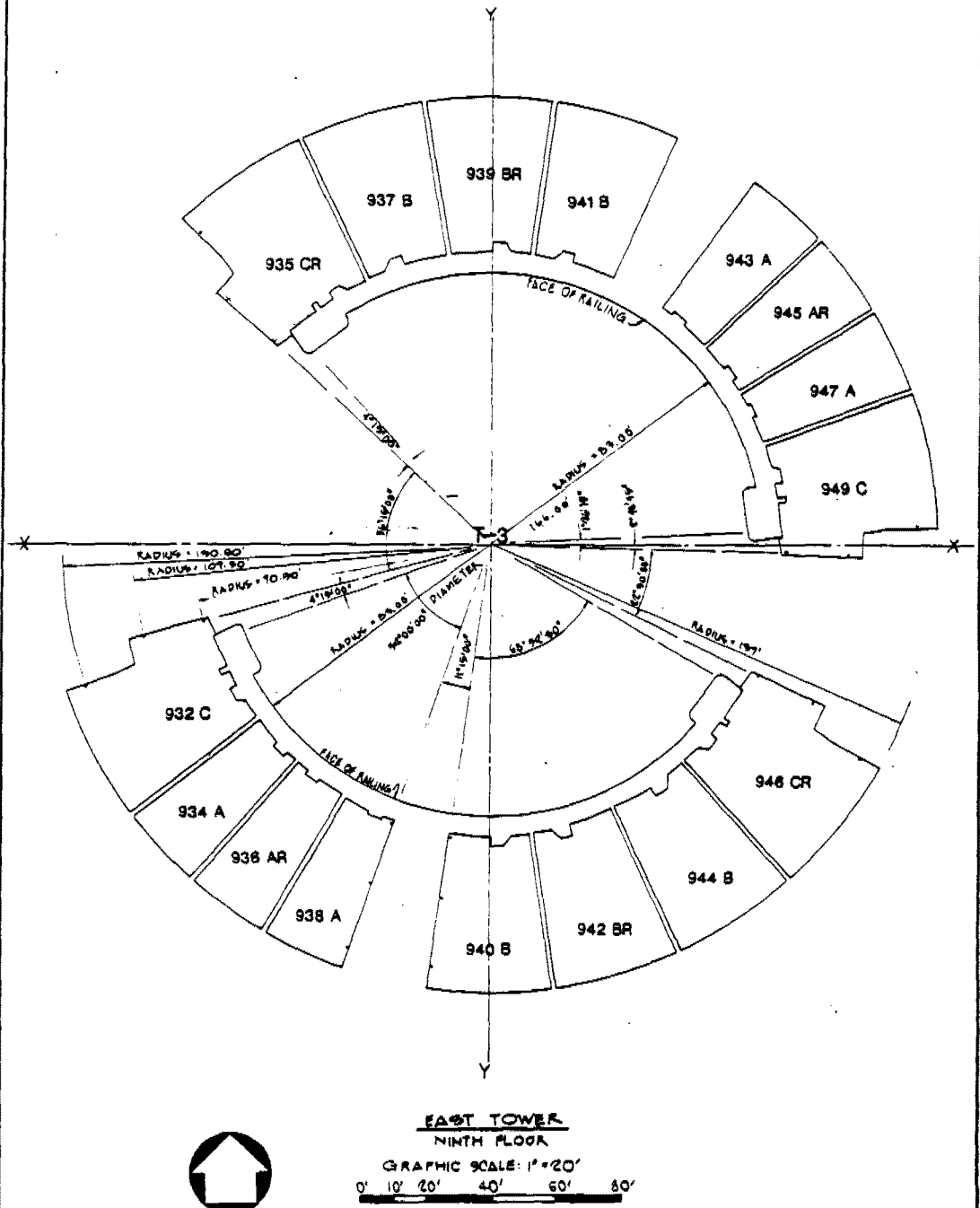


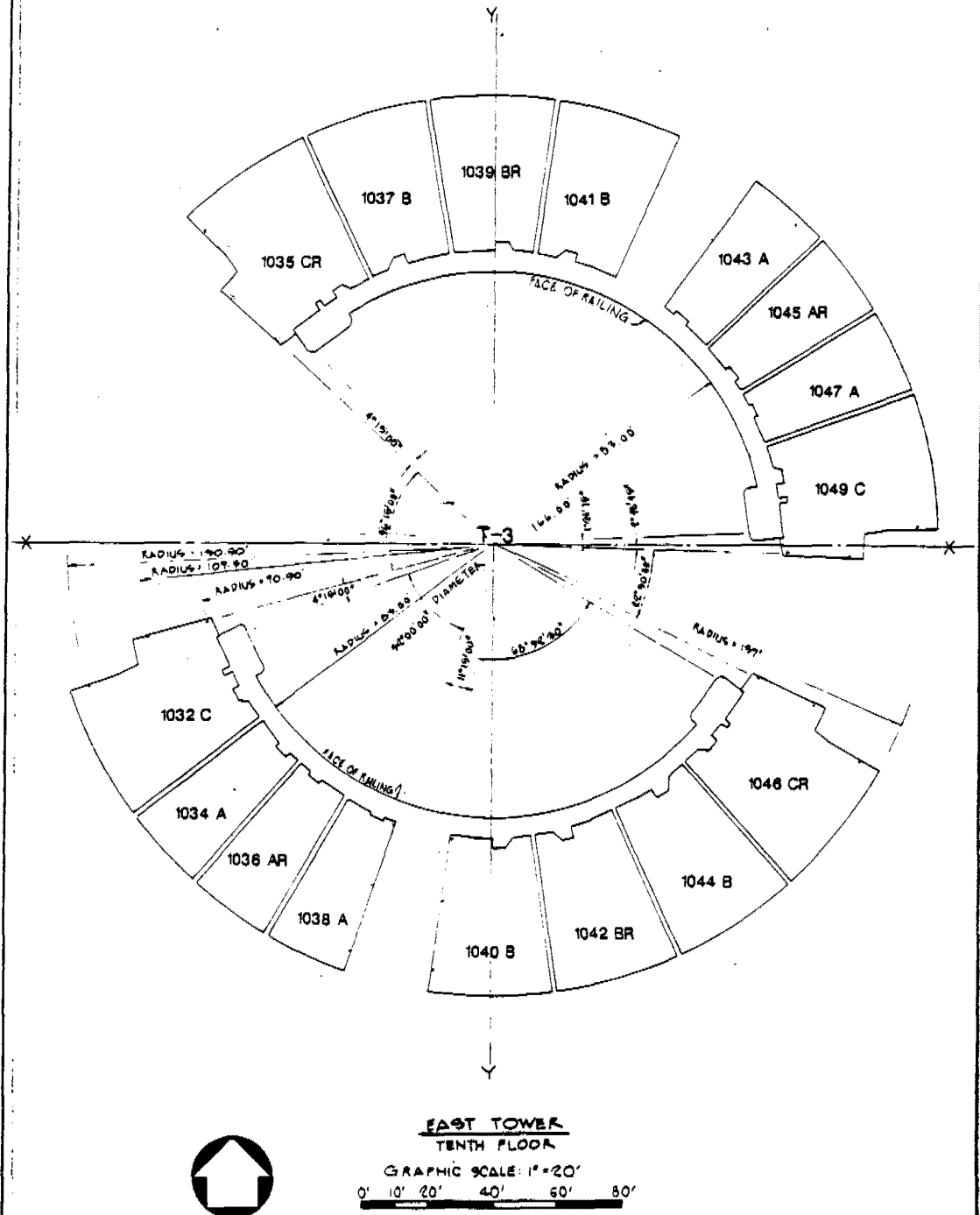
EAST TOWER
SEVENTH FLOOR

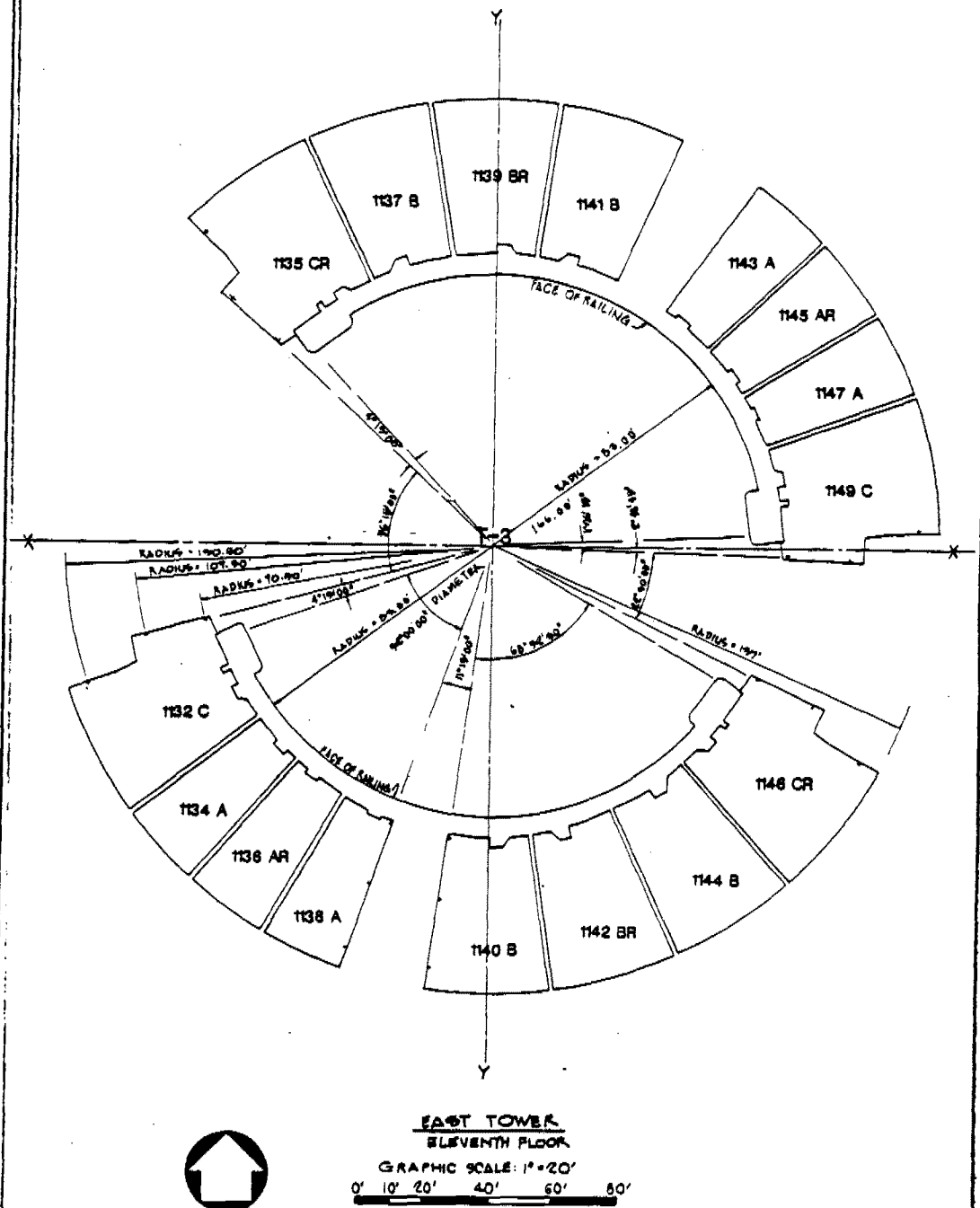
GRAPHIC SCALE: 1" = 20'

0' 10' 20' 40' 60' 80'



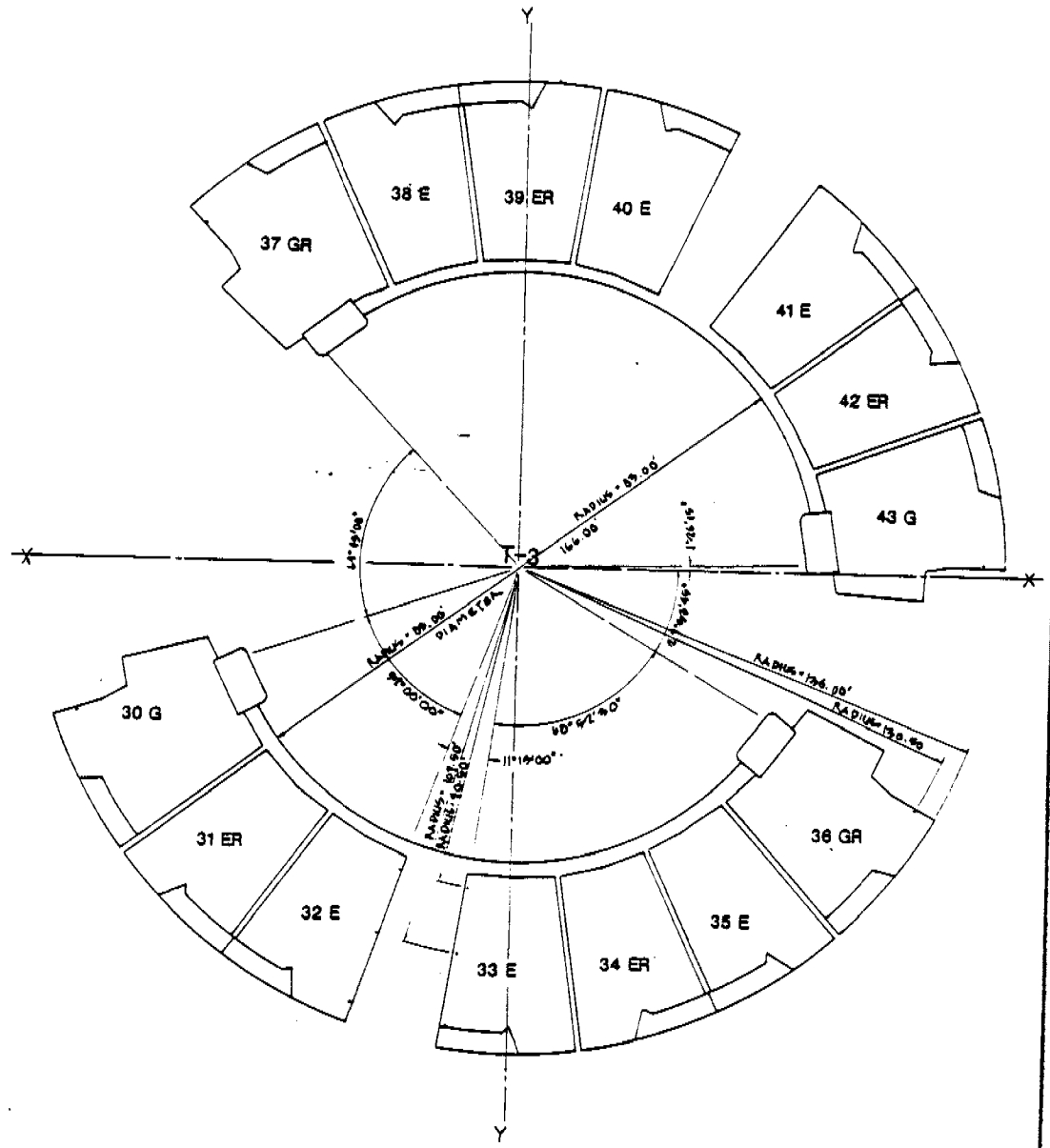




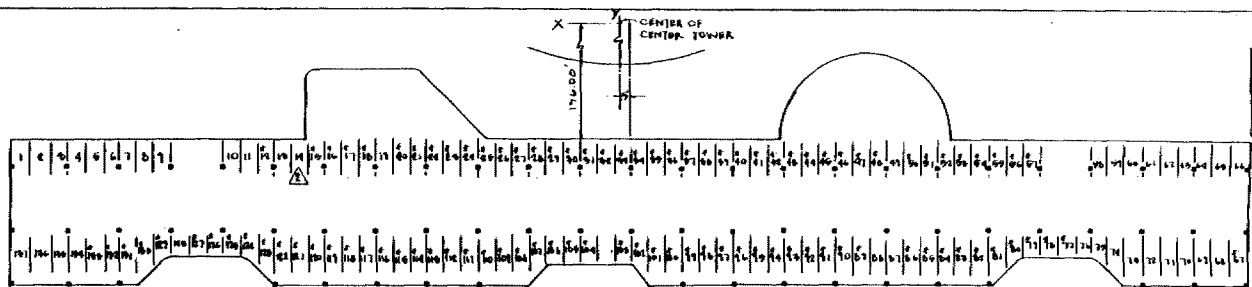




0' 10' 20' 40' 60' 80'

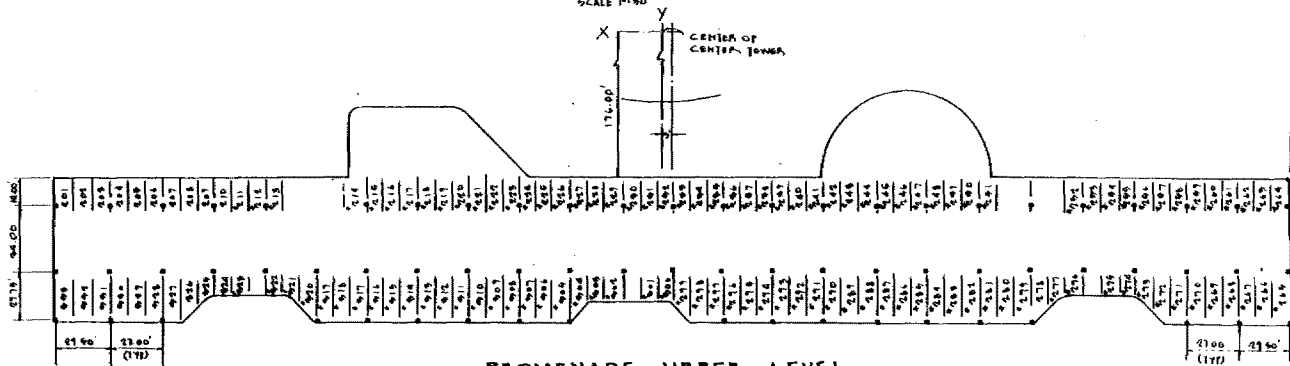


EAST TOWER
 PENTHOUSE UPPER LEVEL
 GRAPHIC SCALE: 1" = 20'
 0' 10' 20' 40' 60' 80'



PROMENADE LOWER LEVEL

PARKING SPACES #1 - 147
SCALE 1"=50'



PROMENADE UPPER LEVEL

PARKING SPACES #201 - 433
GRAPHIC SCALE: 1"=30'

0' 10' 20' 40' 60' 80'

EXHIBIT F
MAXIMUM INCREASE IN RENT ON
APARTMENTS SUBJECT TO PREPAID SUBLESSEES

YEAR	CUMULATIVE INDEX @ 8%	YEAR	CUMULATIVE INDEX @ 8%
1988	1.0800	2028	23.4625
1989	1.1664	2029	25.3395
1990	1.2597	2030	27.3666
1991	1.3605	2031	29.5560
1992	1.4693	2032	31.9204
1993	1.5869	2033	34.4741
1994	1.7138	2034	37.2320
1995	1.8509	2035	40.2106
1996	1.9990	2036	43.4274
1997	2.1589	2037	46.9016
1998	2.3316	2038	50.6537
1999	2.5182	2039	54.7060
2000	2.7196	2040	59.0825
2001	2.9372	2041	63.8091
2002	3.1722	2042	68.9139
2003	3.4259	2043	74.4270
2004	3.7000	2044	80.3811
2005	3.9960	2045	86.8116
2006	4.3157	2046	93.7565
2007	4.6610	2047	101.2571
2008	5.0338	2048	109.3576
2009	5.4365	2049	118.1062
2010	5.8715	2050	127.5547
2011	6.3412	2051	137.7591
2012	6.8485	2052	148.7798
2013	7.3964	2053	160.6822
2014	7.9881	2054	173.5368
2015	8.6271	2055	187.4198
2016	9.3173	2056	202.4133
2017	10.0627	2057	218.6064
2018	10.8677	2058	236.0949
2019	11.7371	2059	254.9825
2020	12.6760	2060	275.3811
2021	13.6901	2061	297.4116
2022	14.7853	2062	321.2045
2023	15.9682	2063	346.9009
2024	17.2456	2064	374.6530
2025	18.6253	2065	404.6252
2026	20.1153	2066	436.9952
2027	21.7245	2067	471.9548

EXHIBIT G

IMPROVEMENT COSTS

1. Demolition and site Improvements and off-site Improvement Costs and/or contracts incurred with respect to buildings and Improvements;
2. Payments, including, without limitation, progress or partial payments, to or for the account of a contractor or contractors engaged by or on behalf of Lessee to renovate or rehabilitate the Improvements or any part thereof, including contractors' fees and general requirements;
3. Costs of labor and services supplied by third parties, or by Lessee or affiliates as set forth in Section 5.13.D of the Lease;
4. Costs of materials, supplies, machinery, plant equipment and apparatus (collectively "Equipment") acquired or used less the net proceeds, if any, of any items disposed of or, if retained, less the fair market value thereof; and rental charges for Equipment hired, or the fair market rental value for Equipment owned by Lessee and used by it in lieu of renting or purchasing such Equipment;
5. Landscaping and other site Improvements;
6. Architectural, engineering, space planners, designers, other consultants and consulting fees and expenses arising from the Improvement process;

7. Legal fees and expenses directly arising from the Improvement process and regulations relating thereto including costs related to the interpretation of, compliance with or disputes arising in connection therewith;

8. Costs to obtain building permits;

9. Appraisal fees;

10. Title and survey construction updates;

11. Recording fees;

12. Field surveys;

13. Permits, fees and assessments required in connection with the Improvement process;

14. Permits, bonds and fees for all utilities and agencies that have jurisdiction;

15. Utility connection fees;

16. Blueprinting; and

17. An amount equal to ten percent (10%) (a) of all other payments made or liabilities incurred included within this Exhibit, such amount to be deemed to be accruing as each respective item of this Exhibit is paid or liability incurred, and (b) if Lessee is not MDP, of Lessee's payments for the purchase of the Lease and related Improvements. In no event, however, shall Lessee be entitled to more than an aggregate of TWELVE MILLION DOLLARS (\$12,000,000) cumula-

tively for all Lessees for this category and category

18 of Exhibit H.

EXHIBIT H

CONVERSION COSTS

1. Moving allowances paid to Short-Term Sublessees in order to make the apartments available for Prepaid Subleasing;

2. Costs of labor and services supplied by third parties, or by Lessee or affiliates as set forth in Section 5.13.D. of the Lease;

3. Architectural, engineering, space planners, designers and consulting fees and expenses arising from the Conversion process and various other consultants and experts on all phases of the operation of the Premises, including the club and the Conversion process;

4. Application, permit and processing fees, if any, with governmental agencies such as the California Department of Real Estate;

5. Legal fees and expenses arising from the Conversion process and regulations relating thereto including costs related to the interpretation of, compliance with or disputes arising in connection therewith whether brought by private individuals or governmental entities;

6. Permits, fees and assessments associated with the filing and recordation of documents, if any, required or advisable in connection with Prepaid Subleases;

7. Marketing costs, real estate commissions and similar costs associated with the Prepaid Subleases;

8. Loan fees for loans and loan processing fees associated with any commitments to Lessee, or to a Prepaid Sublessee per agreement with Lessee, by lenders to make loans to Prepaid Sublessees, whether by way of points, discounts, buy-downs, participations or otherwise provided, however, loan participations arising from or related to loans obtained by a Lessee for the purchase or financing of this Lease shall be excluded;

9. Blueprinting;

10. Any demolitions, changes, repairs, renovations, replacements, alterations or additions to the apartments intended to be offered as Prepaid Subleases or to the buildings in which such apartments are located, or to the Premises if Lessee's actions were undertaken as part of the Conversion process, whether or not such activities would otherwise constitute routine repair or maintenance of such apartments or buildings or Premises;

11. Costs, including, without limitation, progress or partial payments to or for the account of a contractor or contractors engaged by or for the account of Lessee to rehabilitate or renovate the individual apartments to be offered

or being offered for Prepaid Subleases, including contractors' fees and general requirements;

12. All costs related to interior improvements, upgrades, renovations or rehabilitations, alterations, repairs or changes, including costs for carpeting, wall treatments and other upgrades of appliances and Equipment within each of the units subject to being offered as Prepaid Subleases and within each of the buildings where the units subject to being offered as Prepaid Subleases are located;

13. Any credits or incentives given to a tenant executing a Prepaid Sublease, including loan buy-downs, appliance allowances, upgrades, first-time home buyers' discount and other discounts.

14. Incremental insurance costs during the Conversion process caused by the Conversion process, such as increased liability insurance and E&O coverage for sales and marketing employees;

15. Additional costs to Lessee caused by or imposed by the California Department of Real Estate's requirements or the requirements of any other regulatory body or governmental entity, including any requirements that Lessee contribute to a capital reserve fund or pay for allowable costs assessed on an apartment-by-apartment basis for those units eligible to be leased on a Prepaid Sublease basis; except to

the extent (i) Lessee is entitled to collect such costs from Prepaid Sublessees, or (ii) such costs are refunded to Lessee or (iii) Lessee is entitled to interest on such money, Lessee is at some specified time entitled to a return of the money and Lessee is permitted to post a letter of credit or provide other security in lieu of providing such funds. If Lessee is permitted to post a letter of credit or provide other security in lieu of providing the funds described in this clause and Lessee does so, then the cost to Lessee of providing such letter of credit or such other security shall be an allowable Conversion Cost.

16. Additional costs to Lessee during the Conversion process caused by or resulting from the transition from Short-Term Subleases to the Prepaid Subleases;

17. Charges, expenses or allowances for the overhead (including office rental expenses) and general and administrative expenses of Lessee and its constituent members which are related to the Conversion process are provided for by the allowance set forth herein;

18. An amount equal to ten percent (10%) of (a) all other payments made or liabilities incurred included within this Exhibit except payments made or liabilities incurred that are included only within clauses 8, 15 or 19 of this Exhibit, such amount to be deemed accruing as each respec-

tive item of this Exhibit is paid or liability incurred, and (b) if not MDP, of Lessee's payments for the purchase of the Lease and related improvements; provided, however, in no event shall the aggregate amount established pursuant to this category and category 17 of Exhibit G exceed TWELVE MILLION DOLLARS (\$12,000,000) cumulatively for all Lessees; and

19. All interest costs actually paid or incurred by Lessee for loans, the proceeds of which were utilized for Conversion Costs during the Conversion process for the period of time such loans were outstanding but not to exceed the shorter of (a) the date the last Prepaid Sublease is executed, or (b) thirty-six (36) months.

20. Certain "O&M" costs and "Excess O&M Costs" as set forth in Section 5.13.B of the Lease.

EXHIBIT I

DOCUMENTED TRANSACTION COSTS

1. Sales commissions and brokers' fees;
2. Legal fees and expenses arising from the Improvement and Conversion process;
3. Appraisal fees;
4. Title and survey update;
5. Recording fees;
6. Loan fees which are charged by a lender and designated as such, whether by way of points, buy-downs, discounts or otherwise, provided, however, that loan participations on loans related to the purchase or financing of this Lease shall be excluded and participations by lenders shall be included only to the extent that they relate to loans to Prepaid Sublessees as provided for in Exhibit H, category 8.
7. Processing credit report and other fees incurred in connection with loans and charged by the lenders thereof; and
8. Escrow costs.

EXHIBIT J

LIST OF EXISTING COLLATERAL DOCUMENTS

1. The Tenant's Rights Commitment required by Ordinance No. 86-017 of Los Angeles County;
2. Consent and Nondisturbance Agreement between County, Lessee, and MARINA CLUB MANAGEMENT, INC., affecting a portion of the Premises;
3. Consent and Nondisturbance Agreement affecting a portion of the premises between County, Lessee and RONALD M. DORFMAN;
4. Consent and Nondisturbance Agreement between County, Lessee and Marina Hotel Limited Partnership, affecting the portion of the Premises upon which Additional Boat Slips may be constructed in accordance with the terms of the Parcel Lease;
5. Master Escrow Instructions between County, Lessee, MDP, LTD., American Savings and Loan Association, Tower Escrow Company and Chicago Title Insurance Company; and
6. Assignment, Assumption and Consent Agreement between County, Lessee, and MDP, LTD.
7. Specifications and Minimum Standards of Architectural Treatment and Construction for Marina del Rey as adopted by the Los Angeles County Board of Supervisors on January 31, 1961, as subsequently amended from time to time.
8. Letter requirement dated October 14, 1987 by and between County and Lessee regarding incorporating County comments into the Master Condominium Sublease.

2258e
EXECUTION

061087 JRJ

EXHIBIT K

ADVERTISING CLEARANCE PROCEDURE

This Exhibit K sets forth a procedure (the "Advertising Clearance Procedure") that enables the County to review all advertising brochures and other advertising documents (the "Advertisement") dealing with the offering of Prepaid Subleases. The Advertising Clearance Procedure shall be implemented as follows:

1. Lessee shall submit each Advertisement to the Director before such Advertisement is disseminated to the public.
2. The Director shall review each Advertisement individually in advance and decide, in his sole discretion, with regard to each such Advertisement whether or not the language contained in subsection 10.01.B(4) of this Lease or a shortened version, or modification thereof, be included in any Advertisement.
3. The Director may also review each Advertisement submitted to him by Lessee to determine whether or not such Advertisement is misleading in one or more material respects concerning either the nature of the interest offered or other issues affecting the County (a "Misleading Advertisement").

4. The Director will have ten (10) days from the date such Advertisement is submitted to the Director to determine whether an Advertisement is a Misleading Advertisement and, if so, to deliver a written letter (the "Denial Letter") to Lessee requesting nonpublication of the Advertisement. The Director must act reasonably in making this determination. The Denial Letter, to be effective, must meet all of the following requirements: (a) the Denial Letter must have been received by Lessee within ten (10) days after the Advertisement related to such Letter was submitted to the Director (the "Time Period"); (b) the Denial Letter must state that such Advertisement is "misleading in one or more material respects concerning the nature of the interest offered or other issues affecting the County"; and (c) the Denial Letter must, in summary form but with reasonable specificity, state all respects in which the Advertisement is a Misleading Advertisement and the issues which affect the County.

5. If Lessee has not received a Denial Letter for an Advertisement within the applicable Time Period, Lessee may disseminate the Advertisement to the public.

6. If Lessee receives a Denial Letter for an Advertisement within the applicable Time Period, Lessee shall not disseminate such Advertisement to the public until one of

the following occur: (a) Lessee receives a letter from the Director stating that he has reversed the position he stated in the Denial Letter; (b) Lessee has made changes to the Advertisement in response to the Denial Letter and resubmitted it to the Director and received no new Denial Letter within the applicable Time Period; (c) Lessee discusses the Advertisement and Denial Letter with County Counsel, who, following a review of the Denial Letter and the Advertisement, concludes, in writing, that the Advertisement is not a Misleading Advertisement; or (d) Lessee has obtained a court order permitting Lessee to present the Advertisement to the public, but in any such proceeding, County shall have the burden of demonstrating that the Advertisement was a Misleading Advertisement.

7. Lessee's failure to comply with this Advertising Clearance Procedure shall entitle County only to the remedy provided for in subsection 10.01.B(3) of this Lease; provided, however, that Lessee shall defend and indemnify County against any and all claims by a third party, loss, liability and costs therefrom, including reasonable attorneys' fees incurred in defending, arising from, out or or in connection with any such failure or a claimed failure.

EXHIBIT L

SPECIAL NOTICE AND ACKNOWLEDGEMENT

The County of Los Angeles has required that you, as a prospective sublessee, receive this Special Notice before you make any agreement regarding the occupancy of any unit in the Marina City Club Apartment Complex for a period of more than one (1) year.

You are specifically notified of the following:

1. THE INTEREST BEING OFFERED IS A SUBLEASE OF A PARTICULAR APARTMENT IN THE MARINA CITY CLUB TOWERS FOR A TERM EXPIRING JULY 29, 2067. THE TOWERS AND OTHER IMPROVEMENTS (THE "APARTMENT COMPLEX") OF WHICH THE APARTMENT IS A PART ARE ON LAND OWNED BY THE COUNTY OF LOS ANGELES WHICH LAND IS LEASED (THE "LAND MASTER LEASE") TO YOUR SUBLESSOR FOR A TERM EXPIRING AT EXACTLY THE SAME TIME AS YOUR SUBLEASE TERM EXPIRES. AT THE EXPIRATION OF THE LAND MASTER LEASE YOU WILL HAVE NO FURTHER RIGHT TO OCCUPY THE APARTMENT AND THE SUBLESSOR WILL HAVE NO FURTHER RIGHT TO HAVE THE APARTMENT COMPLEX REMAIN ON THE LAND. YOU WILL HAVE NO ROLE IN THE MANAGEMENT OF THE APARTMENT COMPLEX. YOU ARE NOT ACQUIRING ANY FEE INTEREST IN THE LAND. YOU ARE ADVISED TO HAVE YOUR ATTORNEY EXPLAIN THIS ARRANGEMENT TO YOU.

2. J. H. SNYDER COMPANY, A CALIFORNIA LIMITED PARTNERSHIP ("SUBLESSOR"), LEASES THE LAND ON WHICH THE MARINA CITY COMPLEX IS LOCATED FROM THE COUNTY OF LOS ANGELES. SUBLESSOR WILL BE SUBLEASING TO YOU THE EXCLUSIVE RIGHT TO OCCUPY YOUR INDIVIDUAL APARTMENT. ON JULY 29, 2067, WHEN YOUR SUBLEASE EXPIRES, YOU WILL HAVE NO FURTHER RIGHT TO YOUR APARTMENT, THE OWNERSHIP OF THE APARTMENT COMPLEX WILL PASS TO THE COUNTY, AND THE COUNTY IS NOT THEREAFTER OBLIGATED TO ISSUE YOU A LEASE. UNLESS THE COUNTY DETERMINES TO ISSUE YOU A LEASE FOR ANY PERIOD COMMENCING AFTER JULY 29, 2067, YOU WILL HAVE TO VACATE YOUR APARTMENT. YOU WILL NOT BE ENTITLED TO ANY COMPENSATION OF ANY TYPE IF YOUR RIGHT TO STAY IS NOT EXTENDED. CONSEQUENTLY, YOU SHOULD ASSUME, IN DECIDING WHETHER TO GO FORWARD, THAT YOUR RIGHT TO REMAIN IN THE APARTMENT WILL NOT EXTEND BEYOND JULY 29, 2067. EVEN IF THE COUNTY DECIDES TO ISSUE YOU A LEASE FOR THE APARTMENT FOR ANY PERIOD COMMENCING AFTER JULY 29, 2067, IT HAS THE RIGHT TO CHARGE YOU ANY AMOUNT THAT THE COUNTY BOARD OF SUPERVISORS, IN ITS SOLE DISCRETION, DETERMINES TO BE APPROPRIATE.

3. ALTHOUGH THE COUNTY HAS CONSENTED TO THE INTEREST BEING OFFERED, THAT CONSENT IS IN NO WAY A RECOMMENDATION OR ENDORSEMENT OF THE ARRANGEMENT. SIMILARLY, THE ARRANGEMENT IS ONE BETWEEN YOU AND SUBLESSOR, AND YOUR

RIGHTS AND REMEDIES WILL EXIST WITH SUBLESSOR, NOT THE COUNTY. THE COUNTY IS NOT A PARTY TO THE ARRANGEMENT, AND SUBLESSOR IS NOT ACTING AS AN AGENT OF THE COUNTY IN ANY WAY.

4. THERE IS NO ASSURANCE THAT LONG-TERM PREPAID SUBLEASES WILL BE TRANSFERRED FOR ANY SPECIFIED NUMBER OF, OR A MAJORITY OF, APARTMENTS. CONSEQUENTLY, YOUR APARTMENT MAY BE LOCATED AMONG A GROUP OF APARTMENTS WHICH ARE RENTED FOR A PERIOD OF LESS THAN ONE (1) YEAR.

5. YOU HAVE THE OBLIGATION TO PAY AS AN ADDITIONAL MONTHLY CHARGE, A SPECIFIED SHARE OF THE COSTS INCURRED BY SUBLESSOR IN OPERATING THE APARTMENT COMPLEX, INCLUDING THE COSTS OF MAINTENANCE, CAPITAL REPLACEMENT AND ONGOING COUNTY GROUND RENT. THESE MONTHLY CHARGES ARE EXPECTED TO INCREASE DURING THE TERM OF YOUR OCCUPANCY. IN ADDITION, YOU WILL BE RESPONSIBLE FOR PROPERTY TAXES (OR THE ALTERNATIVE POSSESSORY INTEREST TAXES AND IN LIEU FEES) ALLOCABLE TO YOUR PARTICULAR APARTMENT. IF YOU DO NOT PAY THE MONTHLY CHARGES OR THE PROPERTY TAXES, YOU MAY LOSE THE RIGHT TO STAY IN YOUR APARTMENT. IF YOU DO LOSE SUCH RIGHT, YOU MAY HAVE THE RIGHT TO COMPENSATION UNDER CERTAIN CIRCUMSTANCES AS PROVIDED IN THE SUBLEASEHOLD DEED OF TRUST.

6. THE SUBLESSOR HAS NOT ACQUIRED EARTHQUAKE INSURANCE.

The County has also required Sublessor to furnish the County with a copy of this Notice, signed by your prior to your signing any agreement regarding the proposed arrangement.

DO NOT SIGN THIS NOTICE UNLESS YOU HAVE READ IT AND UNDERSTOOD IT. IF YOU DO NOT UNDERSTAND ANY PART OF THIS NOTICE, YOU SHOULD CONSULT AN ATTORNEY OF YOUR OWN CHOOSING BEFORE SIGNING THIS NOTICE.

I have read and I understand the contents of this notice. I have received a copy of this notice.

DATED: _____
NAME

Address: _____

I hereby certify that this special notice and acknowledgement was furnished to _____ and signed by such person prior to such person's executing any agreement regarding the proposed transaction.

DATED: _____
NAME

Address: _____
Name of Employer: _____
Position: _____

**EXHIBIT H TO IMPROVED PARCEL LEASE
APPROVED OPERATIONS BUDGET
(REVISED OCTOBER 20, 1984)**

(INCLUDES PROVISION FOR COUNTY FEES AND ESTIMATED REAL ESTATE TAXES)

FORM 900-10-100

EXHIBIT H

TOTAL ESTIMATED COSTS	ALLOCATION												FOR 600 & 100 UNITS (ALLOC. ONLY)
	MARINA FACILITY	X ALLOC.	CLUB FACILITY	X ALLOC.	RETAIL LEASES	X ALLOC.	GROS SHOP	X ALLOC.	PROMANERE 101 UNITS	X ALLOC.	LEASEHOLD 600 UNITS	X ALLOC.	
\$6,000	\$2,000		\$0		\$2,000		\$0		\$2,000		\$0		
\$27,200	\$0	0.02	\$0	0.02	\$0	0.01	\$0	0.01	\$3,645	13.42	\$23,335	06.62	\$27,200
\$117,642	\$32,256		\$0		\$9,594		\$18,000		\$57,792		\$0		
\$100,000	\$0	0.02	\$0	0.02	\$0	0.01	\$0	0.02	\$13,400	13.42	\$86,600	06.62	\$100,000
\$9,000	\$2,000		\$0		\$2,000		\$0		\$3,500		\$1,500		\$1,500
\$10,000	\$0	0.02	\$0	0.02	\$0	0.01	\$0	0.01	\$1,340	13.42	\$8,660	06.62	\$10,000
\$269,842	\$36,256		\$0		\$13,594		\$18,000		\$81,677		\$120,315		\$130,700
\$86,000	\$60,000		\$0		\$6,000		\$6,000		\$14,000		\$0		
\$193,000	\$0	0.02	\$0	0.02	\$0	0.02	\$0	0.02	\$25,062	13.42	\$167,138	06.62	\$193,000
\$66,300	\$0	0.01	\$0	0.01	\$0	0.01	\$0	0.01	\$8,004	13.42	\$57,416	06.62	\$66,300
\$30,000	\$30,000		\$0		\$0		\$0		\$0		\$0		\$0
\$220,000	\$0	0.02	\$0	0.02	\$0	0.02	\$0	0.02	\$30,552	13.42	\$197,448	06.62	\$220,000
\$40,600	\$2,430	5.02	\$7,290	15.02	\$2,430	5.02	\$2,430	5.02	\$4,539	9.42	\$29,461	06.62	\$34,020
\$64,000	\$1,296	2.02	\$3,000	6.02	\$1,296	2.02	\$1,296	2.02	\$7,641	11.02	\$49,303	06.62	\$57,024
\$242,100	\$4,040	2.02	\$2,424	1.02	\$2,424	1.02	\$1,212	0.52	\$31,020	12.02	\$200,472	02.72	\$231,472
\$18,000	\$0	0.02	\$0	0.02	\$0	0.02	\$0	0.02	\$2,412	13.42	\$15,588	06.62	\$18,000
\$74,000	\$1,400	2.02	\$11,100	15.02	\$0	0.01	\$2,220	1.02	\$7,933	10.72	\$51,267	09.32	\$59,200
\$30,600	\$27,000		\$0		\$1,000		\$1,000		\$0		\$0		\$0
\$1,001,700	\$127,056		\$24,702		\$13,950		\$14,950		\$132,063		\$760,173		\$887,036

EXHIBIT H TO IMPROVED PARCEL LEASE
APPROVED OPERATIONS BUDGET
(REVISED OCTOBER 20, 1986)

PAGE TWO OF TWO

		TOTAL ESTIMATED COSTS	(INCLUDES PROVISION FOR COUNTY FEES AND ESTIMATED REAL ESTATE TAXES)										BUDGET FOR 600 & 100 UNITS (ALLOC. ONLY)		
			MARTHA FACILITY	1 ALLOC.	CLUB FACILITY	2 ALLOC.	RETAIL LEASES	3 ALLOC.	GROG SHOP	4 ALLOC.	PRONANERE 101 UNITS	5 ALLOC.		LEASEHOLD 600 UNITS	6 ALLOC.
CONTRACTS															
SECURITY	-ALLOCABLE	\$554,500	\$41,580	7.5%	\$50,222	10.5%	\$19,408	3.5%	\$11,090	2.0%	\$56,040	10.3%	\$347,352	64.2%	\$424,192
VALET PARKING	-ALLOCABLE	\$128,000	\$0	0.0%	\$61,440	48.0%	\$2,739	2.1%	\$0	0.0%	\$8,352	6.7%	\$55,269	43.2%	\$63,021
TELEPHONE	-ALLOCABLE	\$155,600	\$4,448	3.0%	\$23,340	15.0%	\$0	0.0%	\$3,112	2.0%	\$16,680	10.7%	\$107,800	69.3%	\$124,480
LANDSCAPING	-ALLOCABLE	\$50,800	\$1,176	2.0%	\$0,232	14.0%	\$1,176	2.0%	\$1,176	2.0%	\$6,303	10.7%	\$40,737	69.3%	\$47,040
ELEVATORS	-ALLOCABLE	\$115,000	\$0	0.0%	\$23,954	20.8%	\$0	0.0%	\$0	0.0%	\$23,966	20.8%	\$67,080	58.3%	\$91,046
OTHER CONTRACTS	-ALLOCABLE	\$37,500	\$0	0.0%	\$1,075	5.0%	\$750	2.0%	\$0	0.0%	\$1,075	13.0%	\$30,000	80.0%	\$34,075
TOTAL CONTRACTS		\$1,049,400	\$47,432		\$177,062		\$24,073		\$15,378		\$117,216		\$660,236		\$785,453
UTILITIES															
ELECTRICITY	-ALLOCABLE	\$800,000	\$25,000	3.1%	\$235,000	29.4%	\$10,000	1.3%	\$15,000	1.9%	\$65,000	8.1%	\$450,000	56.3%	\$515,000
NATURAL GAS	-ALLOCABLE	\$130,000	\$0	0.0%	\$83,000	63.8%	\$1,000	0.8%	\$1,000	0.8%	\$6,030	4.6%	\$30,970	23.8%	\$45,000
WATER	-ALLOCABLE	\$75,000	\$500	0.7%	\$15,900	21.2%	\$500	0.7%	\$500	0.7%	\$7,719	10.3%	\$49,882	66.5%	\$57,600
TRASH	-ALLOCABLE	\$105,000	\$5,000	4.8%	\$15,000	14.3%	\$300	0.3%	\$700	0.7%	\$11,256	10.7%	\$72,744	69.3%	\$84,000
TOTAL UTILITIES		\$1,110,000	\$30,500		\$348,900		\$11,800		\$17,200		\$90,004		\$611,596		\$701,600
OTHER COSTS															
MAINTENANCE	-DIRECT	\$54,500	\$10,000		\$0		\$10,000		\$10,000		\$24,500		\$0		
MAINTENANCE	-ALLOCABLE	\$81,900	\$835	1.0%	\$2,062	2.5%	\$759	0.9%	\$629	0.2%	\$10,303	12.7%	\$67,237	82.1%	\$77,620
OTHER-APART. COSTS	-DIRECT	\$10,900	\$0		\$0		\$0		\$0		\$10,900		\$0		\$0
COST OF SALES-GROG	-DIRECT	\$490,000	\$0		\$0		\$0		\$490,000		\$0		\$0		\$0
INSURANCE	-DIRECT	\$12,500	\$10,000		\$0		\$2,000		\$5,000		\$7,500		\$0		\$0
INSURANCE	-ALLOCABLE	\$800,000	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$107,200	13.4%	\$692,800	86.6%	\$800,000
REAL ESTATE TAXES	-DIRECT	\$237,753	\$51,040	0.0%	\$0	0.0%	\$29,000	0.0%	\$5,000	0.0%	\$152,713		\$0	0.0%	\$0
COUNTY FEES	-DIRECT	\$1,054,030	\$215,050		\$453,750		\$23,785		\$6,000		\$173,375		\$901,070		\$0
CONTINGENCY	-ALLOCABLE	\$400,030	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$54,783	13.4%	\$354,047	86.6%	\$400,030
TOTAL OTHER COSTS		\$3,970,421	\$294,925		\$455,812		\$65,744		\$516,624		\$541,354		\$2,895,962		\$1,284,450
PLACEMENT RESERVES		\$367,211	\$0	0.0%	\$36,721	10.0%	\$0	0.0%	\$0	0.0%	\$44,286	12.1%	\$286,204	77.9%	\$330,490
TOTAL OPERATING EXPENDITURES		\$7,840,574	\$536,167		\$1,043,197		\$129,161		\$582,160		\$1,007,400		\$4,350,486		\$4,129,729

APPROVED OPERATIONS BUDGET
PERCENTAGES ONLY

		MARINA %		CLUB FACILITY %		RETAIL LEASES %		JAGG SHOP %		FROM 101 UNITS %		LEASEHOLD 200 UNITS %			
		ALLOC.	DIRECT	ALLOC.	DIRECT	ALLOC.	DIRECT	ALLOC.	DIRECT	ALLOC.	DIRECT	ALLOC.		TOTAL	
COST CATEGORY															

ADMINISTRATION															

1. OFFICE EXPENSE	-DIRECT		100%				100%				100%				
	-ALLOCABLE	0.0%		0.0%		0.0%		0.0%		13.4%		86.6%		100.0%	
2. MANAGEMENT FEES	-DIRECT		100%				100%		100%		100%				
	-ALLOCABLE	0.0%		0.0%		0.0%		0.0%		13.4%		86.6%		100.0%	
3. LEGAL	-DIRECT		100%				100%				100%				
	-ALLOCABLE	0.0%		0.0%		0.0%		0.0%		13.4%		86.6%		100.0%	
PAYROLL															

4. RESIDENT PERSONNEL	-DIRECT		100%				100%		100%		100%				
	-ALLOCABLE	0.0%		0.0%		0.0%		0.0%		13.4%		86.6%		100.0%	
5. ACCOUNTING PERSONNEL	-ALLOCABLE	0.0%		0.0%		0.0%		0.0%		13.4%		86.6%		100.0%	
6. MAINTENANCE PERSONNEL	-DIRECT		100%												
7. MAINTENANCE	-ALLOCABLE	0.0%		0.0%		0.0%		0.0%		13.4%		86.6%		100.0%	
8. GROUNDS PERSONNEL	-ALLOCABLE	5.0%		15.0%		5.0%		5.0%		9.4%		60.6%		100.0%	
9. PAINTERS	-ALLOCABLE	2.0%		6.0%		2.0%		2.0%		11.8%		76.2%		100.0%	
10. CUSTODIANS	-ALLOCABLE	2.0%		1.0%		1.0%		0.5%		12.8%		82.7%		100.0%	
11. SOCIAL PERSONNEL	-ALLOCABLE	0.0%		0.0%		0.0%		0.0%		17.4%		86.6%		100.0%	
12. TELEPHONE OPERATOR	-ALLOCABLE	2.0%		15.0%		0.0%		3.0%		10.7%		69.3%		100.0%	
12. PAYROLL TAXES	-DIRECT		100%				100%		100%		100%				
CONTRACTS															

13. SECURITY	-ALLOCABLE	7.5%		10.5%		3.5%		2.0%		10.3%		66.2%		100.0%	
14. VALET PARKING	-ALLOCABLE	0.0%		48.0%		2.1%		0.0%		6.7%		43.2%		100.0%	
15. TELEPHONE	-ALLOCABLE	3.0%		15.0%		0.0%		2.0%		10.7%		69.3%		100.0%	
16. LANDSCAPING	-ALLOCABLE	2.0%		14.0%		2.0%		2.0%		10.7%		69.3%		100.0%	
17. ELEVATORS	-ALLOCABLE	0.0%		20.9%		0.0%		0.0%		20.8%		58.3%		100.0%	
18. OTHER CONTRACTS	-ALLOCABLE	0.0%		5.0%		2.0%		0.0%		13.0%		80.0%		100.0%	
UTILITIES															

19. ELECTRICITY	-ALLOCABLE	3.1%		29.4%		1.3%		1.7%		8.1%		56.3%		100.0%	
20. NATURAL GAS	-ALLOCABLE	0.0%		63.8%		0.8%		0.8%		4.6%		39.0%		100.0%	
21. WATER	-ALLOCABLE	0.7%		21.2%		0.7%		0.7%		10.3%		66.5%		100.0%	
22. TRASH	-ALLOCABLE	4.8%		14.3%		0.3%		0.7%		10.3%		69.3%		100.0%	
OTHER COSTS															

23. MAINTENANCE	-DIRECT		100%				100%		100%		100%				
24. MAINTENANCE	-ALLOCABLE	1.6%		2.5%		0.9%		0.2%		12.7%		82.1%		100.0%	
25. OTHER-APART. COSTS	-DIRECT										100%				
26. COST OF SALES-GROG	-DIRECT								100%						
27. INSURANCE	-DIRECT		100%				100%		100%						
28. INSURANCE	-ALLOCABLE	0.0%		0.0%		0.0%		0.0%		13.4%		86.6%		100.0%	
29. REAL ESTATE TAXES	-ALLOCABLE	0.0%	100%	0.0%			100%		100%		100%	0.0%			
30. COUNTY FEES	-DIRECT		100%				100%		100%		100%				
31. CONTINGENCY	-ALLOCABLE	0.0%		0.0%		0.0%		0.0%		13.4%		86.6%		100.0%	
REPLACEMENT RESERVES		0.0%		10.0%		0.0%		0.0%		12.1%		77.9%		100.0%	

FOOTNOTES TO EXHIBIT M

IMPROVED PARCEL LEASE

PROPOSED OPERATIONS BUDGET & PERCENT ALLOCATION OF COSTS

(REVISED OCTOBER 20, 1986)

INTRODUCTION

The following footnotes are an integral part of the schedules relating to allocation of expenses for the Marina City Club after the sale of long term leaseholds to the public. In certain categories, there are assumptions made which require further support and clarification, and as such may be changed by receipt of updated information. The account descriptions are meant to follow the order of the attached schedules.

MAINTENANCE EXPENSE PAID BY LEASEHOLDS

Based on the aggregate Leasehold Maintenance Expense Budget a monthly payment will be required of each unit to cover common area maintenance expenditures. These monthly payments will commence upon the first close of escrow for a long-term leasehold. Thereafter, payment will be made on each of the 701 units (including the promenade units) whether owned by the developer or transferred to a long-term leaseholder.

ALLOCATION OF UNIT MAINTENANCE EXPENSES BETWEEN TOWER UNITS AND PROMENADE UNITS

The 101 units owned by the developer will be responsible for a pro-rata share of all common area maintenance expenses. Certain cost centers are allocated based on assumptions related to direct use, but in most cases, the allocations are based on 13.4% of costs to the promenade units and 86.6% of costs to the tower units. The allocation percentages are based on the total square footages of the promenade and tower units.

ADMINISTRATION

Office Expense-Direct:

These charges relate to office supplies required by specific developer activities and are not related to the leasehold interest.

Office Expenses-Allocable:

The leasehold interest will be administered by separate management and will be responsible for any direct costs related to areas of office expense. It is assumed that equipment such as typewriters, xerox machines, postage machines, and other office equipment will be supplied to the leasehold interest, and the on-going maintenance will be a direct cost of the leasehold. Furthermore, the leasehold interest will bear the cost of all office supplies related to the activities of the leasehold. (See specific categories listed in the Aggregate Maintenance Expense Budget.)

Management Fees-Direct and Allocable:

The developer will contract with an unaffiliated professional management company to manage the leasehold interest as well as other revenue producing areas of the property. The fee payable for services rendered to the leasehold interest will be based on comparable fees for other properties where similar services are provided. It should be noted that these services are distinct from any management of developer activities and relate to management only to common areas and the leasehold interest. This will also include assistance in maintaining proper allocation between developer activities and the leasehold interest. The allocation of management fees between the leasehold and promenade units is 86.6% and 13.4% respectively. (See specific Aggregate Maintenance Expense Budget for assumptions regarding these expenses.)

Fees payable for other revenue producing areas such as rents collected on apartments, retail lease payments, rents collected on the marina, and management of the grog shop will be based on competitive fees for the industry.

Legal-Direct:

Legal fees will be paid by the developer for activities related to rentals and other activities which are primarily related to unlawful detainer actions and legal assistance in the preparation of leases. In the event there are costs related to the collection of maintenance expenses, these costs will be charged to the promenade or tower as a direct cost. It is estimated that these costs will not exceed \$1,500 in each case.

Legal-Allocable:

Anticipated legal costs for the leasehold interest are \$10,000 and will be expended on such items as contractor disputes, insurance matters, and any other areas which relate to the leasehold interest. The allocation of legal fees between the leasehold and the promenade units is 86.6% and 13.4% respectively.

PAYROLL

Resident Personnel-Direct:

The developer will utilize certain personnel to direct activities for the marina, retail leases, grog shop and rental activities for the promenade units. These employees will be direct charges to the developer activities and will not be involved in any activities related to the leasehold interest.

Resident Personnel-Allocable:

The management company will employ certain personnel who will be charged to the leasehold interest and will be responsible for the day to day management activities of the common areas. The allocation of these employee related costs between the leasehold and promenade units is 86.6% and 13.4% respectively. (See Aggregate Maintenance Expense Budget for assumptions regarding these expenses.)

Accounting Personnel-Allocable:

These employees will be responsible for leasehold responsibilities and are not involved in any developer activities. Specific areas of responsibility will be payables, payroll, and collection of monthly maintenance fees. The allocation of the employee related costs between the leasehold and promenade units is 86.6% and 13.4% respectively. (See specific Aggregate Maintenance Expense Budget for assumptions regarding these expenses.)

Maintenance Personnel-Direct:

There will be a separate maintenance staff to handle repairs and maintenance problems for the interiors of the promenade units, marina, retail, and Grog Shop. These employees will not be included in any leasehold activities and will be employed by the developer.

Maintenance Personnel-Allocable:

The management company will employ certain personnel who will be charged to the leasehold interest and will be responsible for the day to day maintenance activities in the common areas. These personnel will not be involved in maintenance of unit interiors unless repairs are the result of common area problems. The allocation of these employee related costs between the leasehold interest and promenade units is 86.6% and 13.4% respectively. (See Aggregate Maintenance Expense Budget for assumptions regarding these expenses.)

Groundsmen-Allocable:

It is assumed that the groundsmen will be responsible for the cleanliness of the Marina City Club grounds and, therefore, all activities of the developer, including the club and the leasehold interest will benefit. The total cost in this category is \$48,600 and if we assume that the developer activities would require one employee for grounds that would equal approximately 30% of the total cost. Therefore, the cost of these employees will be allocated based upon the following percentages:

Marina	5%
Club	15%
Retail	5%
Grog Shop	5%
Leasehold Interest & Promenade Units	70%

The allocation of these employee related costs between the leasehold and promenade units is 86.6% and 13.4% respectively. (See Aggregate Expense Maintenance Budget for assumptions regarding these expenses.)

Painters:

The major responsibilities of the painters will be to maintain the cosmetic appearance of the property with regard to railings, laundry rooms, garage areas, restrooms, and other similar areas. These employees will not be involved in areas which directly involve the developer activities or major activities such as the exterior building surface. Therefore, the benefits derived from these improvements are primarily attributable to the leasehold interest and promenade units, and it is assumed that 88% of the costs are so allocated. The remaining 12% will be allocated as follows:

Marina	2%
Club	6%
Retail	2%
Grog Shop	2%

The remaining 88% will be allocated between the leasehold interest and promenade units, 86.6% and 13.4% respectively. (See specific Aggregate Maintenance Expense Budget regarding these expenses.)

Custodians-Allocable:

These employees are responsible for the general cleanliness of the property and thus, maintain laundry rooms, elevators, lobbies, restrooms, and hallways (exterior corridors). These functions will not include any services to the club facilities or to the interior of the individual units.

The major benefit to developer activities will be custodial functions in the lobbies where club members or retail clients will pass and the related cost for these services would be two hours per day or approximately 60 hours per month. This calculation would represent approximately 4.5% of the total cost to be divided as follows:

Marina	2%
Club	1%
Retail	1%
Grog Shop	0.05%

The remaining 95.5% will be allocated between the leasehold and the promenade units, 86.6% and 13.4% respectively. (See specific Aggregate Maintenance Expense Budget for assumptions regarding these expenses.)

Social Personnel-Allocable:

There will be one employee who will provide social activities for the leasehold residents and will not in any way be involved with the club or other developer activities. The allocation of the employee-related costs between the leasehold interest and promenade units is 86.6% and 13.4% respectively. (See specific Aggregate Maintenance Expense Budget for assumptions regarding these expenses.)

Telephone Operators-Allocable:

It is assumed that the existing telephone system will be utilized to provide direct service to the leasehold units, promenade units, club facilities, marina and Grog Shop. Additionally, it is expected that existing telephones in all residential units will be equipped with message lights in order to provide for total messenger service. Because the existing telephones in the tower units are not currently equipped with message lights, it is difficult to presume what allocation will result. It is known that service to the club facility and the possibility of restaurants may cause this usage to be significant. This allocation should be subject to review but for purposes of this report, it is assumed that usage by the residential units, including the leasehold interest and promenade units will represent 80% of the total cost of the telephone operators. The remaining cost will be allocated as follows:

Marina	3%
Club	15%
Grog Shop	2%

The remaining 80% will be allocated between the leasehold and promenade units, 86.6% and 13.4% respectively. (See specific Aggregate Maintenance Expense Budget for assumptions regarding these expenses.)

Payroll Taxes-Direct:

In each of the allocable categories, adequate payroll taxes have been included depending on the nature of the activity. Certain employees are union members and the related costs are higher. For those employees that are direct charges to the developer activities, a 30% payroll charge has been included.

CONTACTS

Security:

Each of the developer's activities, as well as the leasehold interests will derive benefits by having a full-time security service on the property. It can also be stated that the degree of this security will vary depending on the various time periods (i.e. security during the period from 10:00 p.m. to 10:00 a.m. will primarily benefit the leasehold and promenade units, as other activities will be dormant.) Based on a higher degree of usage for the developers activities during working hours and the club during high usage hours, the following table has been used as a basis for allocation of the total costs:

Total Hours Per Day	152 Hours				
	Leasehold Interest & Promenade Units				
	<u>Promenade Units</u>	<u>Marina</u>	<u>Club</u>	<u>Retail</u>	<u>Grog</u>
10:00 a.m. to 10:00 p.m.	68%	5%	15%	5%	2%
10:00 p.m. to 10:00 a.m.	85%	10%	6%	2%	2%
Average Usage	76.5%	7.5%	10.5%	3.5%	2%

The benefits derived by the marina are limited to a roving guard on the walkway, and it is not assumed that direct security is provided to the marina. Any additional security will be provided by the developer or service currently provided by the county.

The 76.5% allocation between the leasehold interest and promenade units are 86.6% and 13.4% respectively. (See specific Aggregate Maintenance Expense Budget for assumptions regarding these expenses.)

Valet Parking-Allocable:

The final budget for valet parking is dependent on several developer considerations and as such is subject to modification. The existing leasehold budget presumes adequate valet parkers to service the leasehold residents and retail outlets only. It will be necessary to increase the budget amount to provide adequate coverage for club members. Based on discussions with management and existing staffing, it is assumed that one additional employee will be required during club hours or 16 hours a day. With the increase in hours, the following assumptions are made based on the various shifts in a day:

Total Leasehold Interest

	<u>Hours</u>	<u>Promenade Units</u>	<u>Club</u>	<u>Retail</u>
8:00 a.m.-4:00 p.m.	24	33%	62%	5%
4:00 p.m.-12:00 a.m.	24	50%	50%	0%
12:00 a.m.-8:00 p.m.	8	100%	0%	0%
Average Percentage,		49.86%	48.00%	2.14%

The ~~68.71%~~ allocation between the leasehold and promenade units is 86.6% and 13.4% respectively. (See specific Aggregate Maintenance Expense Budget for assumptions regarding these expenses.)

Telephone-Allocable:

Assume the same allocations as made under the category "Telephone Operators."

Landscaping-Allocable:

The appearance of the landscape will benefit all of the activities of the developer and leasehold interest. The majority of the landscaping which benefits the developer activities is located by the front gate and center tower, and it is assumed that these areas account for 20% of the total cost. The breakdown of these costs are as follows:

Marina	2%
Club	14%
Retail	2%
Grog Shop	2%

The remaining remaining 80% is allocated between the leasehold and promenade units, 86.6% and 13.4% respectively. (See specific Aggregate Maintenance Expense Budget for assumptions regarding these expenses.)

Elevators-Allocable:

The existing contract or purchase order provides for approximately \$115,000 based on the existing condition of the equipment. Although the developer plans to upgrade the elevators, the existing amount is retained for budget purposes. With the exception of the elevators in the center tower which service the club facility, all other elevators are a direct cost of the leasehold. There are a total of 24 elevators, divided as follows:

Club	5 Elevators	20.83%
Leasehold Interest	14 Elevators	58.33%
Promenade Units	5 Elevators	20.84%

While the elevators are electric and hydraulic, it is assumed that they are equal for purposes of maintenance, and the applicable percentages are utilized. (See specific Aggregate Maintenance Expense Budget for assumptions regarding these expenses.)

Other Contracts-Allocable:

These contracts relate to minor contracts for security and fire alarm systems, window cleaning and service contracts. Allowing for certain allocation of contracts, the following assumptions are made:

Leasehold Interest	80%
Promenade Units	13%
Club	5%
Retail	2%

(See specific Aggregate Maintenance Expense Budget for assumptions regarding these expenses.)

MAINTENANCE

This category which is listed in the leasehold budget, relates to various maintenance and miscellaneous other costs designed to benefit the leasehold interest. It is possible that other developer activities may encounter similar costs and, in fact, there may be a question as to the responsibility for such costs. It is intended each entity handle the payment for such costs separately. These categories are summarized as follows:

Uniforms:

Management for the leasehold units may elect to require uniforms for its employees. Should other developer employees do the same, the cost would be separate.

Fire Equipment:

The fire extinguishers will be maintained and replaced only in those areas that are considered leasehold and promenade units.

Air Conditioning:

Although it may be difficult to isolate responsibilities for maintenance of heat pumps, exchangers, and the cooling towers, an analysis of each cost will be made to determine cost responsibility.

Elevator Extras:

The leasehold and promenade units will be responsible for elevators that service the residential units only.

Cleaning Supplies:

Cleaning supplies will be allocated on the same basis as the allocation of custodial employees.

Equipment Rental, Paint Supplies, Windows, Screens, Landscape Extras, Light Bulbs, Gate Maintenance and Electrical Supplies:

These costs provide benefits related to developer activities and the leasehold interests. The total costs in these categories are \$23,200 and are allocable as follows:

Marina	2%
Retail	6%
Grog Shop	2%
Club Facility	2%

The remaining 88% allocation between the leasehold interest and promenade units is 86.6% and 13.4% respectively. (See specific Aggregate Maintenance Expense Budget for assumptions regarding these expenses.)

Plumbing Supplies:

An evaluation of necessary plumbing maintenance will be made as to the cause and nature of the problem to determine responsibility. The location of the problem should assist in the determination of the responsibility and the budget allocation applicable to leasehold and promenade units only.

Security Supplies:

Security supplies will be allocated on the same basis as the allocation of security guards.

UTILITIES

Electricity-Allocable:

Estimates regarding the allocation of electricity charges between the leasehold and promenade units and all of the other activities, including the club, marina, retail, and Grog Shop have been difficult due to master metering. A study has just been completed which indicates that the budget projections for the leasehold and promenade units are substantially underestimated. While further analysis is required to understand the allocation of cost, current estimates of \$840,000 (excluding approximately \$40,000 of costs billed to the adjacent property where Jonah's is located) are reasonable. These costs are projected on the following allocation:

3 Towers (Leasehold Interest)	\$ 450,000	56.25%
Promenade Units	65,000	8.13%
Marina	25,000	3.12%
Retail	10,000	1.25%
Grog Shop	15,000	1.87%
Club Facility	<u>235,000</u>	29.38%

\$800,000
=====

(See specific Aggregate Maintenance Expense Budget for assumptions regarding these expenses.)

Natural Gas-Allocable:

Natural gas is used to provide heat to the residential units, although the method varies in the different towers and promenade units. Water is heated by electric water heaters and is not considered in the allocation of natural gas to the leasehold and promenade units. The total consumption in dollars is approximately \$130,000 and it is evident from the monthly billings that the colder months cause the monthly billing to increase. Considering this is the primary time that gas is consumed for heat, the excess costs plus a nominal amount of the on-going costs are assumed to be attributable to heat for the residences and club. This calculation would result in an approximate a \$45,000 allocation to the individual units. Further assume that if heat is provided for seven months a year this amount would result in a monthly charge of approximately \$9.00 per unit. (The center and east towers have electric strip heaters and a master boiler which only operates when the outside temperature is below 58 degrees.) Therefore, the following allocations are applicable:

Leasehold Interest &		
Promenade Units	\$45,000	34.6%
Club	83,000	63.8%
Retail	1,000	0.7%
Grog Shop	1,000	0.7%
	<u>\$130,000</u>	
	=====	

The costs of \$45,000 related to the leasehold interest and promenade units are allocated 86.6% and 13.4% respectively. (See specific Aggregate Maintenance Expense Budget regarding these expenses.)

Water-Allocable:

The water for the total complex is on one meter. It is assumed that 76.8% of the total cost is attributable to the residential units which would result in approximately a \$7.00 charge per month.

Leasehold Interest &		
Promenade Units	57,600	76.8%
Club	16,400	21.8%
Retail	500	0.6%
Grog Shop	500	0.6%
	<u>\$75,000</u>	
	=====	

The costs of \$57,600 related to the leasehold interest and promenade units are allocated 86.6% and 13.4% respectively. (See specific Aggregate Maintenance Expense Budget regarding these expenses.)

Trash-Allocable:

Currently, there are separate trash bins for the leasehold and promenade units and club facilities. The only further allocation necessary would be to attribute certain costs to the retail and club which are nominal.

Leasehold Interest &		
Promenade Units	\$ 84,000	80.00%
Club	15,000	14.28%
Retail	300	2.80%
Grog Shop	700	6.06%
Marina	5,000	4.76%
	<u>\$105,000</u>	
	=====	

The costs of \$84,000 related to the leasehold interest and promenade units are allocated 86.6% and 13.4% respectively. (See specific Aggregate Maintenance Expense Budget regarding these expenses.)

Insurance-Allocable:

The existing insurance contract expires during December, 1986 and the developer is in the process of obtaining quotes for 1987. Although there can be no assurances as to the level of premium, indications are that the insurance coverage as it relates to the leasehold and promenade units will be between \$750,000 to \$1,000,000. Specifically, this coverage will provide for property coverage on the leasehold and promenade units and corresponding common areas and adequate liability coverage. The developer will provide separate coverage for all other activities, including the club facility.

REPLACEMENT RESERVES-Allocable

The replacement reserve study has been completed by an independent consultant, Reserve Data Analysis, and is in the final phase of completion. Indications are that an annual reserve of \$367,211 will be required in order to adequately replace and repair those capital assets which effect the leasehold and promenade units. There is no provision for any assets which relate to the other activities of the facility, including the club facility, marina, retail and Grog Shop.

The Replacement Reserve Study will include certain items, such as boilers and cooling towers where both residential units and other facilities receive benefit and, therefore, a certain amount of the reserve will be borne by the developer.

CONTINGENCY

A contingency of ten percent is provided on the estimated total cost of the leasehold interest and the promenade units. It is felt that this contingency will cover all items which may not be considered during the first full year of operation and will be allocated to common area costs only. None of these contingency funds will be applied to developer activities.

REAL ESTATE TAXES

For purposes of the operating budget, it is assumed that real estate taxes will be subdivided by the County Assessor's office and that the individual leasehold purchasers units and developer activities will be taxed separately.

AGGREGATE MAINTENANCE EXPENSE BUDGET

OCT. 20, 1986

Page 1 of 2

	TOTAL MO. COSTS	TOTAL ANNUAL COSTS	COST PER UNIT PER MONTH	COST PER UNIT PER YEAR	REFERENCE #	ALLOCATIONS MADE TO OTHER COST AREA
EXPENDITURES						
ADMINISTRATION						
Equip. Rental	\$167	\$2,000	\$0.24	\$2.85	AD-1, CO-1	
Off. Supplies	417	5,000	0.59	\$7.13	AD-2	
Postage	333	4,000	0.48	\$5.71	AD-3	
Printing	250	3,000	0.36	\$4.28	AD-4	
Management Fees	8,333	100,000	11.89	\$142.65	AD-5	
Legal	958	11,500	1.37	\$16.41	AD-6	
Lic. & Permits	83	1,000	0.12	\$1.43	AD-7	
Accounting	1,017	12,200	1.45	\$17.40	AD-8	
Telephone	10,373	124,480	14.80	\$177.57	PR-8	31,120
T. ADM. COSTS	\$21,932	\$263,180	\$31.29	\$375.44		31,120
PROPERTY (incl. taxes)						
Management	\$16,083	\$193,000	\$22.94	\$275.32	PR-1	
Accounting	5,525	66,300	7.88	\$94.58	PR-2	
& M Engineers	19,000	228,000	27.10	\$325.25	PR-3	
& M Grounds	2,835	34,020	4.04	\$48.53	PR-4	14,580
& M Painters	4,752	57,024	6.78	\$81.35	PR-5	7,776
Astodians	19,291	231,492	27.52	\$330.23	PR-6	10,908
ocial	1,500	18,000	2.14	\$25.68	PR-7	
el. Operators	4,933	59,200	7.04	\$84.45	PR-8	14,800
T. PAYROL COSTS	\$73,920	\$887,036	\$105.45	\$1,265.39		48,064
CONTRACTS						
Fire Alarm Syst	\$93	\$1,116	\$0.13	\$1.59	CO-10	84
Window Cing.	388	4,650	0.55	\$6.63	CO-11	350
Monitor System	1,302	15,624	1.86	\$22.29	CO-12	1,176
Service-Gen'l	233	2,790	0.33	\$3.98	CO-13	210
ooling Towers	194	2,325	0.28	\$3.32	CO-14	175
able TV	0	0	0.00	\$0.00	CO-4	
Security Grds.	35,349	424,192	50.43	\$605.12	CO-5	130,309
ilet Parkers	5,318	63,820	7.59	\$91.04	CO-6	64,179
andscape	3,920	47,040	5.59	\$67.10	CO-7	11,760
levator	7,587	91,046	10.82	\$129.88	CO-8	23,954
est Control	698	8,370	1.00	\$11.94	CO-9	630
T. CONT. COSTS	\$55,081	\$660,973	\$78.58	\$942.90		232,827

MARINA CITY CLUB
AGGREGATE MAINTENANCE EXPENSE BUDGET

OCT. 20, 1986

Page 2 of 2

	TOTAL MO. COSTS	TOTAL ANNUAL COSTS	COST PER UNIT PER MONTH	COST PER UNIT PER YEAR	REFERENCE #	ALLOCATIONS(2) MADE TO OTHER COST AREA
UTILITIES						
Electricity	\$42,917	\$515,000	\$61.22	\$734.66	UT-1	285,000
Natural Gas	3,750	45,000	5.35	\$64.19	UT-2	85,000
Water	4,800	57,600	6.85	\$82.17	UT-3	17,400
Trash	7,000	84,000	9.99	\$119.83	UT-4	21,000
TOTAL UTILITIES	\$58,467	\$701,600	\$83.40	\$1,000.86		408,400
OTHER COSTS						
Uniforms	\$200	\$2,400	\$0.29	\$3.42	OC-1	
Fire Equip.	208	2,500	0.30	\$3.57	OC-2	
Fire Cond. Sup.	1,167	14,000	1.66	\$19.97	OC-3	
Elevator Extras	83	1,000	0.12	\$1.43	OC-4	
Cleaning Supp.	875	10,500	1.25	\$14.98	OC-5	655
Equip. Rental	220	2,640	0.31	\$3.77	OC-6	317
Landscape-Extras	147	1,760	0.21	\$2.51	OC-7	211
Paint Supplies	367	4,400	0.52	\$6.28	OC-8	528
Windows-Screens	147	1,760	0.21	\$2.51	OC-9	211
Plumbing	733	8,800	1.05	\$12.55	OC-10	
Employee Ads	167	2,000	0.24	\$2.85	OC-11	
Light Bulbs	308	3,700	0.44	\$5.28	OC-12	444
Security Supp.	417	5,000	0.59	\$7.13	OC-13	1,175
Oilers	250	3,000	0.36	\$4.28	OC-14	
Sec. Supplies	367	4,400	0.52	\$6.28	OC-15	528
Recreation	417	5,000	0.59	\$7.13	OC-16	
Gate Maint.	147	1,760	0.21	\$2.51	OC-17	211
Vehicle Maint.	250	3,000	0.36	\$4.28	OC-18	
T. OTHER COSTS	\$6,468	\$77,620	\$9.23	\$110.73		4,280
Insurance	\$66,667	\$800,000	95.10	\$1,141.23 (1)	I-1	
Replac. Resrv.	27,541	330,490	39.29	\$471.46 (1)		36,721
Contingency	34,069	408,830	48.60	\$583.21		
EXPENDITURES	\$344,144	\$4,129,729	\$490.93	\$5,891.20		761,412

PROJECTIONS FOR INSURANCE IS SUBJECT TO CHANGE BASE ON INFORMATION WHICH HAS YET TO BE RECEIVED.

ALLOCATIONS ARE MADE IN CATEGORIES WHERE COST FOR SEVERAL COSTS CENTERS ARE COMBINED. ESTIMATES WERE MADE TO DETERMINE THE APPROPRIATE ALLOCATION BETWEEN COST CENTERS.

EXHIBIT N

EXCERPTED AND RESTATED POLICY STATEMENT NO. 20, AS AMENDED

In reporting Gross Receipts as provided for in Section 5.08, the receipts or income hereinafter listed may not be included so long as Lessee maintains separate accounting of such receipts for inspection by County, and so long as Lessee shall have obtained the prior written approval from the Director where hereinafter provided. The excludable receipts or income are:

1. Receipts from the sale of or trade-in value of any capital assets and fixtures purchased for and used exclusively for the conduct of business on the Premises.

2. The value of merchandise, supplies or equipment exchanged, transferred or returned from or to other locations of business of Lessee where such exchanges, transfers or returns are not made for the purpose of avoiding a sale by Lessee which would otherwise be made from or at the Premises.

3. Cash discounts and receipts in the form of refunds on the value of merchandise, supplies or equipment returned to shippers, suppliers or manufacturers.

4. The cost or value of employee benefits such as meals, living quarters, uniforms, slip rent discounts and receipts from the sale of uniforms or clothing to Lessee's

employees where such benefits and/or uniforms or clothing are pursuant to the terms of employment of such employee.

5. The amount of gratuities paid or given by patrons or customers of employees of Lessee except valet parking.

6. Services, goods, rental or facilities provided by Lessee or its Sublessees, assignees, licensees, concessionaires or permittees without the usual charges therefor, provided that any or all of the above are for bona fide promotional purposes and are not given in exchange for services and supplies and provided that the total of such services, goods, rentals or facilities shall not exceed three percent (3%) of gross receipts of any calendar year.

7. Proportionate charges for maintenance of parking areas, advertising and similar activities common to all tenants in shopping center and office developments, and where all tenants participate in the cost of such activities, except that any income to Lessee in excess of actual costs shall be included in Gross Receipts and reported under subsection 5.08.A(3) of the Lease. Written approval of the plan of exceptions must be obtained from Director in advance in order to exclude said income from Gross Receipts.

8. Fees, charges, rentals and other income received by Lessee's maintaining his place of business within the Marina del Rey, from activities unrelated to the Premises

and originating or consummated outside the Premises, when approved in advance by the Director in writing. As a condition of giving said approval, Director shall require that Lessee include in his Gross Receipts a fair rental for the use of the Premises devoted to such unrelated activities.

9. The slip income received from the subletting of boat slips by a sublessee who is engaged in the business of boat sales, brokerage, and/or charter where the gross receipts received from the rental of the slips are reported by the master lessee; provided, however, that any slip rental income received by the sublessee in excess of that paid by the sublessee to the master lessee on a 'per slip' basis shall be reported on the form to be provided by the County by the sublessee as gross receipts under Subsection (1) of Section 5.08.D. The per slip accounting requirement becomes mandatory effective March 1, 1986.

10. Commission or fees collected from commercial boating activities such as charter boat, bare-boat charter, and sport-fishing boat, where the lessee or sublessee conducting the commercial boating activity which generates the commission or fee reports as gross receipts the gross charter revenue of the commercial boating activity at 6% under Subsection (7) of Section 5.08.D.

In order for a lessee to qualify for the above exclusions, it will be necessary that lessee maintain separate accounting of said receipts for inspection by County and obtain prior approval from Director where so provided. In the event of any dispute regarding interpretation or application of any or all of the provisions of this policy statement, the decision of Director shall be final and binding.

11. In the report of gross receipts and payment of percentage rental as provided for in section 5.08 of the lease, the following revenue from the Marina City Racquet Club shall be excluded: (1) revenue from the sale of goods and services at 12911 Coral Tree Place, Los Angeles, California; (2) revenue from the club dues, initiation fees and assessments that are paid by Marina City Club members for the use of the Coral Tree Place tennis club; (3) revenue from the club dues, initiation fees and assessments that are paid by Marina City Racquet Club members who do not have a right to use the Marina City Club; and (4) revenue from the club dues, initiation fees and assessments that are paid by the Marina City Racquet Club members for the combined use of the Coral Tree Place Tennis Club and the Marina City Club that are equal to the greater of \$35 per month dues and \$250 initiation fees or the actual dues and fees which at any

time are paid by 25% or more of the "total membership" of Marina City Racquet Club who do not have a right of use in the Marina City Club. The term "total membership" means all persons holding memberships in the various categories of membership in the Marina City Racquet Club, but shall not include persons holding memberships in the Marina City Club who are paying additional club dues and fees for the use of the Coral Tree Place tennis club. Commencing January 1, 1988, subsection (4) shall become null and void unless at some time 25% or more of the total membership of Marina City Racquet Club does not have a right of use in Marina City Club. The foregoing shall be made retroactive to August 1, 1976.

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EXHIBIT O

EXCERPTED AND RESTATED POLICY STATEMENT NO. 21, AS AMENDED

1. The activities provided for in Subsection (6) of Section 5.08.D of the lease shall include the following:

- a. Boat Maintenance
- b. Engine Maintenance
- c. Electronic Maintenance
- d. Marine Surveyor
- e. Boat Pump-out Service
- f. Security Guard
- g. Tugboat and Salvage Service
- h. Valet Parking Service

2. The activities provided for in Subsection (7) of Section 5.08.D of the lease shall include the following and do not include rental of boats which are to be reported under Subsection (2) of Section 5.08.D.

a. Voyage and/or Time Charter

Under this category a vessel remains under the control and management of the owner who supplies officers and crew as needed for a specified voyage and/or period of time.

b. Bareboat or Demise Charter

Possession of the vessel is completely turned over to the charterer who mans and navigates the ves-

sel. During the contract the charterer becomes subject to the duties and responsibilities of ownership. The practical effect of the bareboat (demise) charter is to transfer all possession and control of the vessel from the owner to the charterer (lessee) who becomes the owner of the vessel for this one particular voyage or occasion.

c. Sportfishing Boat

Is a "passenger carrying vessel" engaged in the business of carrying "passengers for hire," principally for sportfishing.

3. The activities provided in Subsection (19) of Section 5.08.D shall include the following:

- a. Sales of merchandise unless provided for elsewhere in Section 5.08.D.
- b. Telephone communication system
- c. Cleaning fees
- d. Maid service
- e. Recreation facilities
- f. Secretarial services
- g. Instruction in sports, boating and recreational activities
- h. Health club services
- i. Laundry, dry cleaning and linen services

- j. Decorator services
- k. Car and boat wash
- l. Cable TV
- m. Sale of recreational equipment
- n. Take-out food from facilities established as a take-out food operation
- o. Advertising revenue
- p. Yacht club racing and cruising events - when collected at a specific time for a specific event.
- q. Movie theater admissions

4. The activities provided for in Subsection (13) of section 5.08.D of the lease shall include the monthly subscription to Currents magazine, when the magazine is provided as one of the services that a club member receives for the monthly club dues.

5. The activities provided for in subsection (19) of section 5.08.D of the lease shall include the monthly subscription to Currents magazine, when the magazine is purchased at the option of the club member and billed separate and apart from the mandatory monthly club dues.

EXHIBIT P
MEMORANDUM OF LEASE

Recording Requested by:

After Recordation, Return to:

MEMORANDUM OF SECOND AMENDED AND RESTATED
LEASE (IMPROVED PARCEL) NO. 55624
PARCEL 125R MARINA DEL REY SMALL CRAFT HARBOR

This MEMORANDUM OF SECOND AMENDED AND RESTATED LEASE is made by and between the COUNTY OF LOS ANGELES, hereinafter called "County," and J. H. SNYDER COMPANY, A California Limited Partnership, hereinafter called "Lessee," who agree as follows:

1. County leases to Lessee, and Lessee leases from County, the real property located in the County of Los Angeles, State of California, more particularly described in Exhibit "1" attached hereto and incorporated herein (the "Improved Parcel"), upon the terms and conditions of that certain Second Amended and Restated Lease between County and Lessee of even date herewith (the "Lease"), which terms and conditions are incorporated herein by this reference thereto.

2. The term of the Lease expires on July 29, 2067.

3. The Lease provides, among other things, that certain boat slips on the Improved Parcel will be made

2258e
EXECUTION

061087 JRJ

available to the operator of a hotel on the property described in Exhibit "2" attached hereto and incorporated herein (the "Hotel Parcel") which is also presently owned by County. The Hotel Parcel is being leased by County to Lessee through an Amended and Restated Lease, dated November 7, 1986, as thereafter amended. Those rights and any similar rights created for the users of the Hotel Parcel are and shall become an appurtenance to the Hotel Parcel, such that in the event of a termination of the Restated Hotel Parcel Lease, Lessee shall, provided County has complied with the terms and provisions of the Restated Hotel Parcel Lease, make available to County, and to any hotel developer obtained by County, the same number of boat slips that Lessee had made available to Lessee's hotel operator. The boat slips shall be made available upon the same terms and conditions as Lessee had agreed upon with the Operator of the Hotel or the Initial Hotel Owner as defined in the Restated Hotel Parcel Lease, except that the rent for such slips may be raised to the boat slip rental rate then prevailing in Marina del Rey. The provisions of this Section 3 are intended and declared to be covenants running with the land and equitable servitudes which are expressly intended to benefit the Hotel Parcel and to burden the Premises, and such provisions shall benefit all parties having any right, title or interest in the Hotel Parcel, or any part thereof, and on their heirs, successors in interest and assigns, and shall be binding upon and burden all parties having any right, title or interest in the Premises, or any part of the Premises, and on their heirs, successors in interest and assigns.

4. The Second Amended and Restated Lease of even date herewith supersedes that Amended and Restated Lease (Improved Parcel), No. 55624, a Memorandum of which was recorded in the Office of the County Recorder of Los

Angeles County on December 2, 1986, as Instrument
No. 86-1664632.

5. This Memorandum has been prepared for the
purposes of recordation only, and it in no way modifies the
terms and conditions of the Lease.

DATED: _____, 1987.

LESSEE:

J. H. SNYDER COMPANY, A
California Limited Partnership

By _____
JEROME H. SNYDER,
General Partner

By _____
LEWIS P. GEYSER,
General Partner

By _____
MILTON SWIMMER,
General Partner

COUNTY:

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

(CORPORATE SEAL)

_____, Clerk
of the Board of Supervisors

By _____
Deputy

EXHIBIT Q
HISTORICAL O&M

ADMINISTRATION

Office Expense
Legal
Accounting

PAYROLL

Management
Accounting and Personnel
Security
R & M Engineers
R & M Grounds
R & M Printers
Facilities Staff
Custodians
Sales and Leasing
Social
Telephone Operators
Payroll Taxes

CONTRACTS

Security
Valet Parking
Telephone
Landscaping
Elevators
Others

UTILITIES

Electricity

Natural Gas

Water

Telephone

Trash

OTHER COSTS

Maint, Supplies

Purchased Service

Maintenance

Insurance

Bad Debts

Real Estate Taxes

EXHIBIT R

INITIAL SHADOW RENT ROLL
(EFFECTIVE 1/1/87)

UNIT #	PERCENTAGE	INITIAL SHADOW RENT	UNIT #	PERCENTAGE	INITIAL SHADOW RENT
CN 1 19	0.16743%	\$1,926.56	CN 9 19	0.20366%	\$2,343.46
CN 1 21	0.10156%	\$1,168.57	CN 9 21	0.11034%	\$1,269.64
CN 1 23	0.10156%	\$1,168.57	CN 9 23	0.11034%	\$1,269.64
CN 1 25	0.10156%	\$1,168.57	CN 9 25	0.11034%	\$1,269.64
CN 1 27	0.13614%	\$1,566.52	CN 9 27	0.16686%	\$1,920.25
CN 1 29	0.13614%	\$1,566.52	CN 9 29	0.16688%	\$1,920.25
CN 1 31	0.13614%	\$1,566.52	CN 9 31	0.16688%	\$1,920.25
CN 1 33	0.16743%	\$1,926.56	CN 9 33	0.20366%	\$2,343.46
CN 2 19	0.17402%	\$2,002.36	CN 10 19	0.20476%	\$2,356.09
CN 2 21	0.10266%	\$1,181.21	CN 10 21	0.11144%	\$1,282.27
CN 2 23	0.10266%	\$1,181.21	CN 10 23	0.11144%	\$1,282.27
CN 2 25	0.10266%	\$1,181.21	CN 10 25	0.11144%	\$1,282.27
CN 2 27	0.14273%	\$1,642.32	CN 10 27	0.16798%	\$1,932.88
CN 2 29	0.14273%	\$1,642.32	CN 10 29	0.16798%	\$1,932.88
CN 2 31	0.14273%	\$1,642.32	CN 10 31	0.16798%	\$1,932.88
CN 2 33	0.17402%	\$2,002.36	CN 10 33	0.20476%	\$2,356.09
CN 3 19	0.18061%	\$2,078.16	CN 11 19	0.20586%	\$2,368.73
CN 3 21	0.10375%	\$1,193.84	CN 11 21	0.11254%	\$1,294.90
CN 3 23	0.10375%	\$1,193.84	CN 11 23	0.11254%	\$1,294.90
CN 3 25	0.10375%	\$1,193.84	CN 11 25	0.11254%	\$1,294.90
CN 3 27	0.14932%	\$1,718.12	CN 11 27	0.16908%	\$1,945.51
CN 3 29	0.14932%	\$1,718.12	CN 11 29	0.16908%	\$1,945.51
CN 3 31	0.14932%	\$1,718.12	CN 11 31	0.16908%	\$1,945.51
CN 3 33	0.18061%	\$2,078.16	CN 11 33	0.20586%	\$2,368.73
CN 4 19	0.19268%	\$2,217.13	CN 9101	0.04666%	\$536.91
CN 4 21	0.10485%	\$1,206.47	CN 9102	0.04666%	\$536.91
CN 4 23	0.10485%	\$1,206.47	CN 9103	0.04666%	\$536.91
CN 4 25	0.10485%	\$1,206.47	CN 9104	0.04666%	\$536.91
CN 4 27	0.15590%	\$1,793.92	CN 9105	0.04666%	\$536.91
CN 4 29	0.15590%	\$1,793.92	CN 9106	0.04666%	\$536.91
CN 4 31	0.15590%	\$1,793.92	CN 9107	0.04666%	\$536.91
CN 4 33	0.19268%	\$2,217.13	CN 9108	0.04666%	\$536.91
CN 5 19	0.19653%	\$2,261.34	CN 9109	0.04666%	\$536.91
CN 5 21	0.10595%	\$1,219.10	CN 9110	0.04666%	\$536.91
CN 5 23	0.10595%	\$1,219.10	CN 9201	0.04666%	\$536.91
CN 5 25	0.10595%	\$1,219.10	CN 9202	0.04666%	\$536.91
CN 5 27	0.15975%	\$1,838.13	CN 9203	0.04666%	\$536.91
CN 5 29	0.15975%	\$1,838.13	CN 9204	0.04666%	\$536.91
CN 5 31	0.15975%	\$1,838.13	CN 9205	0.04666%	\$536.91
CN 5 33	0.19653%	\$2,261.34	CN 9206	0.04666%	\$536.91
CN 6 19	0.20037%	\$2,305.56	CN 9207	0.04666%	\$536.91
CN 6 21	0.10705%	\$1,231.74	CN 9208	0.04666%	\$536.91
CN 6 23	0.10705%	\$1,231.74	CN 9209	0.04666%	\$536.91
CN 6 25	0.10705%	\$1,231.74	CN 9210	0.04666%	\$536.91
CN 6 27	0.16359%	\$1,882.35	CN 9301	0.04666%	\$536.91
CN 6 29	0.16359%	\$1,882.35	CN 9302	0.04666%	\$536.91
CN 6 31	0.16359%	\$1,882.35	CN 9303	0.04666%	\$536.91
CN 6 33	0.20037%	\$2,305.56	CN 9304	0.04666%	\$536.91
CN 7 19	0.20147%	\$2,318.19	CN 9305	0.04666%	\$536.91
CN 7 21	0.10814%	\$1,244.37	CN 9306	0.04666%	\$536.91
CN 7 23	0.10814%	\$1,244.37	CN 9307	0.04666%	\$536.91
CN 7 25	0.10814%	\$1,244.37	CN 9308	0.04666%	\$536.91
CN 7 27	0.16469%	\$1,894.98	CN 9309	0.04666%	\$536.91
CN 7 29	0.16469%	\$1,894.98	CN 9310	0.04666%	\$536.91
CN 7 31	0.16469%	\$1,894.98	PH 23	0.37055%	\$4,263.71
CN 7 33	0.20147%	\$2,318.19	PH 24	0.31565%	\$3,632.05
CN 8 19	0.20257%	\$2,330.83	PH 25	0.31565%	\$3,632.05
CN 8 21	0.10924%	\$1,257.00	PH 26	0.31565%	\$3,632.05
CN 8 23	0.10924%	\$1,257.00	PH 27	0.31565%	\$3,632.05
CN 8 25	0.10924%	\$1,257.00	PH 28	0.31565%	\$3,632.05
CN 8 27	0.16579%	\$1,907.61	PH 29	0.37055%	\$4,263.71
CN 8 29	0.16579%	\$1,907.61			
CN 8 31	0.16579%	\$1,907.61			
CN 8 33	0.16579%	\$1,907.61			

UNIT #	PERCENTAGE	INITIAL SHADOW RENT
CS 1 16	0.21684%	\$2,495.06
CS 1 18	0.18006%	\$2,071.85
CS 1 20	0.18006%	\$2,071.85
CS 1 22	0.18006%	\$2,071.85
CS 1 24	0.11583%	\$1,332.80
CS 1 26	0.11583%	\$1,332.80
CS 1 28	0.11583%	\$1,332.80
CS 1 30	0.21684%	\$2,495.06
CS 2 16	0.21794%	\$2,507.69
CS 2 18	0.18116%	\$2,084.48
CS 2 20	0.18116%	\$2,084.48
CS 2 22	0.18116%	\$2,084.48
CS 2 24	0.11693%	\$1,345.44
CS 2 26	0.11693%	\$1,345.44
CS 2 28	0.11693%	\$1,345.44
CS 2 30	0.21794%	\$2,507.69
CS 3 16	0.21903%	\$2,520.33
CS 3 18	0.18225%	\$2,097.11
CS 3 20	0.18225%	\$2,097.11
CS 3 22	0.18225%	\$2,097.11
CS 3 24	0.11803%	\$1,358.07
CS 3 26	0.11803%	\$1,358.07
CS 3 28	0.11803%	\$1,358.07
CS 3 30	0.21903%	\$2,520.33
CS 4 16	0.22013%	\$2,532.96
CS 4 18	0.18335%	\$2,109.75
CS 4 20	0.18335%	\$2,109.75
CS 4 22	0.18335%	\$2,109.75
CS 4 24	0.11912%	\$1,370.70
CS 4 26	0.11912%	\$1,370.70
CS 4 28	0.11912%	\$1,370.70
CS 4 30	0.22013%	\$2,532.96
CS 5 16	0.22123%	\$2,545.59
CS 5 18	0.18445%	\$2,122.38
CS 5 20	0.18445%	\$2,122.38
CS 5 22	0.18445%	\$2,122.38
CS 5 24	0.12022%	\$1,383.34
CS 5 26	0.12022%	\$1,383.34
CS 5 28	0.12022%	\$1,383.34
CS 5 30	0.22123%	\$2,545.59
CS 6 16	0.22233%	\$2,558.22
CS 6 18	0.18555%	\$2,135.01
CS 6 20	0.18555%	\$2,135.01
CS 6 22	0.18555%	\$2,135.01
CS 6 24	0.12132%	\$1,395.97
CS 6 26	0.12132%	\$1,395.97
CS 6 28	0.12132%	\$1,395.97
CS 6 30	0.22233%	\$2,558.22

UNIT #	PERCENTAGE	INITIAL SHADOW RENT
CS 7 16	0.22343%	\$2,570.86
CS 7 18	0.18665%	\$2,147.65
CS 7 20	0.18665%	\$2,147.65
CS 7 22	0.18665%	\$2,147.65
CS 7 24	0.12242%	\$1,408.60
CS 7 26	0.12242%	\$1,408.60
CS 7 28	0.12242%	\$1,408.60
CS 7 30	0.22343%	\$2,570.86
CS 8 16	0.22452%	\$2,583.49
CS 8 18	0.18774%	\$2,160.28
CS 8 20	0.18774%	\$2,160.28
CS 8 22	0.18774%	\$2,160.28
CS 8 24	0.12352%	\$1,421.24
CS 8 26	0.12352%	\$1,421.24
CS 8 28	0.12352%	\$1,421.24
CS 8 30	0.22452%	\$2,583.49
CS 9 16	0.22562%	\$2,596.12
CS 9 18	0.18884%	\$2,172.91
CS 9 20	0.18884%	\$2,172.91
CS 9 22	0.18884%	\$2,172.91
CS 9 24	0.12461%	\$1,433.87
CS 9 26	0.12461%	\$1,433.87
CS 9 28	0.12461%	\$1,433.87
CS 9 30	0.22562%	\$2,596.12
CS 10 16	0.22672%	\$2,608.76
CS 10 18	0.18994%	\$2,185.55
CS 10 20	0.18994%	\$2,185.55
CS 10 22	0.18994%	\$2,185.55
CS 10 24	0.12571%	\$1,446.50
CS 10 26	0.12571%	\$1,446.50
CS 10 28	0.12571%	\$1,446.50
CS 10 30	0.22672%	\$2,608.76
CS 11 16	0.22782%	\$2,621.39
CS 11 18	0.19104%	\$2,198.18
CS 11 20	0.19104%	\$2,198.18
CS 11 22	0.19104%	\$2,198.18
CS 11 24	0.12681%	\$1,459.14
CS 11 26	0.12681%	\$1,459.14
CS 11 28	0.12681%	\$1,459.14
CS 11 30	0.22782%	\$2,621.39
PH 16	0.39800%	\$4,579.54
PH 17	0.34310%	\$3,947.88
PH 18	0.34310%	\$3,947.88
PH 19	0.34310%	\$3,947.88
PH 20	0.34310%	\$3,947.88
PH 21	0.34310%	\$3,947.88
PH 22	0.39800%	\$4,579.54

UNIT #	PERCENTAGE	INITIAL SHADOW RENT
EN 1 35	0.16743%	\$1,926.56
EN 1 37	0.13614%	\$1,566.52
EN 1 39	0.13614%	\$1,566.52
EN 1 41	0.13614%	\$1,566.52
EN 1 43	0.10156%	\$1,168.57
EN 1 45	0.10156%	\$1,168.57
EN 1 47	0.10156%	\$1,168.57
EN 1 49	0.16743%	\$1,926.56
EN 2 35	0.17402%	\$2,002.36
EN 2 37	0.14273%	\$1,642.32
EN 2 39	0.14273%	\$1,642.32
EN 2 41	0.14273%	\$1,642.32
EN 2 43	0.10266%	\$1,181.21
EN 2 45	0.10266%	\$1,181.21
EN 2 47	0.10266%	\$1,181.21
EN 2 49	0.17402%	\$2,002.36
EN 3 35	0.18061%	\$2,078.16
EN 3 37	0.14932%	\$1,718.12
EN 3 39	0.14932%	\$1,718.12
EN 3 41	0.14932%	\$1,718.12
EN 3 43	0.10375%	\$1,193.84
EN 3 45	0.10375%	\$1,193.84
EN 3 47	0.10375%	\$1,193.84
EN 3 49	0.18061%	\$2,078.16
EN 4 35	0.19268%	\$2,217.13
EN 4 37	0.15590%	\$1,793.92
EN 4 39	0.15590%	\$1,793.92
EN 4 41	0.15590%	\$1,793.92
EN 4 43	0.10485%	\$1,206.47
EN 4 45	0.10485%	\$1,206.47
EN 4 47	0.10485%	\$1,206.47
EN 4 49	0.19268%	\$2,217.13
EN 5 35	0.19653%	\$2,261.34
EN 5 37	0.15975%	\$1,838.13
EN 5 39	0.15975%	\$1,838.13
EN 5 41	0.15975%	\$1,838.13
EN 5 43	0.10595%	\$1,219.10
EN 5 45	0.10595%	\$1,219.10
EN 5 47	0.10595%	\$1,219.10
EN 5 49	0.19653%	\$2,261.34
EN 6 35	0.20037%	\$2,305.56
EN 6 37	0.16359%	\$1,882.35
EN 6 39	0.16359%	\$1,882.35
EN 6 41	0.16359%	\$1,882.35
EN 6 43	0.10705%	\$1,231.74
EN 6 45	0.10705%	\$1,231.74
EN 6 47	0.10705%	\$1,231.74
EN 6 49	0.20037%	\$2,305.56

UNIT #	PERCENTAGE	INITIAL SHADOW RENT
EN 7 35	0.20147%	\$2,318.19
EN 7 37	0.16469%	\$1,894.98
EN 7 39	0.16469%	\$1,894.98
EN 7 41	0.16469%	\$1,894.98
EN 7 43	0.10814%	\$1,244.37
EN 7 45	0.10814%	\$1,244.37
EN 7 47	0.10814%	\$1,244.37
EN 7 49	0.20147%	\$2,318.19
EN 8 35	0.20257%	\$2,330.82
EN 8 37	0.16579%	\$1,907.61
EN 8 39	0.16579%	\$1,907.61
EN 8 41	0.16579%	\$1,907.61
EN 8 43	0.10924%	\$1,257.00
EN 8 45	0.10924%	\$1,257.00
EN 8 47	0.10924%	\$1,257.00
EN 8 49	0.20257%	\$2,330.82
EN 9 35	0.20366%	\$2,343.46
EN 9 37	0.16688%	\$1,920.25
EN 9 39	0.16688%	\$1,920.25
EN 9 41	0.16688%	\$1,920.25
EN 9 43	0.11034%	\$1,269.64
EN 9 45	0.11034%	\$1,269.64
EN 9 47	0.11034%	\$1,269.64
EN 9 49	0.20366%	\$2,343.46
EN 10 35	0.20476%	\$2,356.09
EN 10 37	0.16798%	\$1,932.88
EN 10 39	0.16798%	\$1,932.88
EN 10 41	0.16798%	\$1,932.88
EN 10 43	0.11144%	\$1,282.27
EN 10 45	0.11144%	\$1,282.27
EN 10 47	0.11144%	\$1,282.27
EN 10 49	0.20476%	\$2,356.09
EN 11 35	0.20586%	\$2,368.73
EN 11 37	0.16908%	\$1,945.51
EN 11 39	0.16908%	\$1,945.51
EN 11 41	0.16908%	\$1,945.51
EN 11 43	0.11254%	\$1,294.90
EN 11 45	0.11254%	\$1,294.90
EN 11 47	0.11254%	\$1,294.90
EN 11 49	0.20586%	\$2,368.73
PH 37	0.37055%	\$4,263.71
PH 38	0.31565%	\$3,632.05
PH 39	0.31565%	\$3,632.05
PH 40	0.31565%	\$3,632.05
PH 41	0.31565%	\$3,632.05
PH 42	0.31565%	\$3,632.05
PH 43	0.37055%	\$4,263.71

UNIT #	PERCENTAGE	INITIAL SHADOW RENT
ES 1 32	0.21684%	\$2,495.06
ES 1 34	0.11583%	\$1,332.80
ES 1 36	0.11583%	\$1,332.80
ES 1 38	0.11583%	\$1,332.80
ES 1 40	0.18006%	\$2,071.85
ES 1 42	0.18006%	\$2,071.85
ES 1 44	0.18006%	\$2,071.85
ES 1 46	0.21684%	\$2,495.06
ES 2 32	0.21794%	\$2,507.69
ES 2 34	0.11693%	\$1,345.44
ES 2 36	0.11693%	\$1,345.44
ES 2 38	0.11693%	\$1,345.44
ES 2 40	0.18116%	\$2,084.48
ES 2 42	0.18116%	\$2,084.48
ES 2 44	0.18116%	\$2,084.48
ES 2 46	0.21794%	\$2,507.69
ES 3 32	0.21903%	\$2,520.33
ES 3 34	0.11803%	\$1,358.07
ES 3 36	0.11803%	\$1,358.07
ES 3 38	0.11803%	\$1,358.07
ES 3 40	0.18225%	\$2,097.11
ES 3 42	0.18225%	\$2,097.11
ES 3 44	0.18225%	\$2,097.11
ES 3 46	0.21903%	\$2,520.33
ES 4 32	0.22013%	\$2,532.96
ES 4 34	0.11912%	\$1,370.70
ES 4 36	0.11912%	\$1,370.70
ES 4 38	0.11912%	\$1,370.70
ES 4 40	0.18335%	\$2,109.75
ES 4 42	0.18335%	\$2,109.75
ES 4 44	0.18335%	\$2,109.75
ES 4 46	0.22013%	\$2,532.96
ES 5 32	0.22123%	\$2,545.59
ES 5 34	0.12022%	\$1,383.34
ES 5 36	0.12022%	\$1,383.34
ES 5 38	0.12022%	\$1,383.34
ES 5 40	0.18445%	\$2,122.38
ES 5 42	0.18445%	\$2,122.38
ES 5 44	0.18445%	\$2,122.38
ES 5 46	0.22123%	\$2,545.59
ES 6 32	0.22233%	\$2,558.22
ES 6 34	0.12132%	\$1,395.97
ES 6 36	0.12132%	\$1,395.97
ES 6 38	0.12132%	\$1,395.97
ES 6 40	0.18555%	\$2,135.01
ES 6 42	0.18555%	\$2,135.01
ES 6 44	0.18555%	\$2,135.01
ES 6 46	0.22233%	\$2,558.22

UNIT #	PERCENTAGE	INITIAL SHADOW RENT
ES 7 32	0.22343%	\$2,570.86
ES 7 34	0.12242%	\$1,408.60
ES 7 36	0.12242%	\$1,408.60
ES 7 38	0.12242%	\$1,408.60
ES 7 40	0.18665%	\$2,147.65
ES 7 42	0.18665%	\$2,147.65
ES 7 44	0.18665%	\$2,147.65
ES 7 46	0.22343%	\$2,570.86
ES 8 32	0.22452%	\$2,583.49
ES 8 34	0.12352%	\$1,421.24
ES 8 36	0.12352%	\$1,421.24
ES 8 38	0.12352%	\$1,421.24
ES 8 40	0.18774%	\$2,160.28
ES 8 42	0.18774%	\$2,160.28
ES 8 44	0.18774%	\$2,160.28
ES 8 46	0.22452%	\$2,583.49
ES 9 32	0.22562%	\$2,596.12
ES 9 34	0.12461%	\$1,433.87
ES 9 36	0.12461%	\$1,433.87
ES 9 38	0.12461%	\$1,433.87
ES 9 40	0.18884%	\$2,172.91
ES 9 42	0.18884%	\$2,172.91
ES 9 44	0.18884%	\$2,172.91
ES 9 46	0.22562%	\$2,596.12
ES 10 32	0.22672%	\$2,608.76
ES 10 34	0.12571%	\$1,446.50
ES 10 36	0.12571%	\$1,446.50
ES 10 38	0.12571%	\$1,446.50
ES 10 40	0.18994%	\$2,185.55
ES 10 42	0.18994%	\$2,185.55
ES 10 44	0.18994%	\$2,185.55
ES 10 46	0.22672%	\$2,608.76
ES 11 32	0.22782%	\$2,621.39
ES 11 34	0.12681%	\$1,459.14
ES 11 36	0.12681%	\$1,459.14
ES 11 38	0.12681%	\$1,459.14
ES 11 40	0.19104%	\$2,198.18
ES 11 42	0.19104%	\$2,198.18
ES 11 44	0.19104%	\$2,198.18
ES 11 46	0.22782%	\$2,621.39
PH 30	0.39800%	\$4,579.54
PH 31	0.34310%	\$3,947.88
PH 32	0.34310%	\$3,947.88
PH 33	0.34310%	\$3,947.88
PH 34	0.34310%	\$3,947.88
PH 35	0.34310%	\$3,947.88
PH 36	0.39800%	\$4,579.54

UNIT #	PERCENTAGE	INITIAL SHADOW RENT
WN 1 01	0.16743%	\$1,926.56
WN 1 03	0.10156%	\$1,168.57
WN 1 05	0.10156%	\$1,168.57
WN 1 07	0.10156%	\$1,168.57
WN 1 09	0.13614%	\$1,566.52
WN 1 11	0.13614%	\$1,566.52
WN 1 15	0.13614%	\$1,566.52
WN 1 17	0.16743%	\$1,926.56
WN 2 01	0.17402%	\$2,002.36
WN 2 03	0.10266%	\$1,181.21
WN 2 05	0.10266%	\$1,181.21
WN 2 07	0.10266%	\$1,181.21
WN 2 09	0.14273%	\$1,642.32
WN 2 11	0.14273%	\$1,642.32
WN 2 15	0.14273%	\$1,642.32
WN 2 17	0.17402%	\$2,002.36
WN 3 01	0.18061%	\$2,078.16
WN 3 03	0.10375%	\$1,193.84
WN 3 05	0.10375%	\$1,193.84
WN 3 07	0.10375%	\$1,193.84
WN 3 09	0.14932%	\$1,718.12
WN 3 11	0.14932%	\$1,718.12
WN 3 15	0.14932%	\$1,718.12
WN 3 17	0.18061%	\$2,078.16
WN 4 01	0.19268%	\$2,217.13
WN 4 03	0.10485%	\$1,206.47
WN 4 05	0.10485%	\$1,206.47
WN 4 07	0.10485%	\$1,206.47
WN 4 09	0.15590%	\$1,793.92
WN 4 11	0.15590%	\$1,793.92
WN 4 15	0.15590%	\$1,793.92
WN 4 17	0.19268%	\$2,217.13
WN 5 01	0.19653%	\$2,261.34
WN 5 03	0.10595%	\$1,219.10
WN 5 05	0.10595%	\$1,219.10
WN 5 07	0.10595%	\$1,219.10
WN 5 09	0.15975%	\$1,838.13
WN 5 11	0.15975%	\$1,838.13
WN 5 15	0.15975%	\$1,838.13
WN 5 17	0.19653%	\$2,261.34
WN 6 01	0.20037%	\$2,305.56
WN 6 03	0.10705%	\$1,231.74
WN 6 05	0.10705%	\$1,231.74
WN 6 07	0.10705%	\$1,231.74
WN 6 09	0.16359%	\$1,882.35
WN 6 11	0.16359%	\$1,882.35
WN 6 15	0.16359%	\$1,882.35
WN 6 17	0.20037%	\$2,305.56

UNIT #	PERCENTAGE	INITIAL SHADOW RENT
WN 7 01	0.20147%	\$2,318.19
WN 7 03	0.10814%	\$1,244.37
WN 7 05	0.10814%	\$1,244.37
WN 7 07	0.10814%	\$1,244.37
WN 7 09	0.16469%	\$1,894.98
WN 7 11	0.16469%	\$1,894.98
WN 7 15	0.16469%	\$1,894.98
WN 7 17	0.20147%	\$2,318.19
WN 8 01	0.20257%	\$2,330.83
WN 8 03	0.10924%	\$1,257.00
WN 8 05	0.10924%	\$1,257.00
WN 8 07	0.10924%	\$1,257.00
WN 8 09	0.16579%	\$1,907.61
WN 8 11	0.16579%	\$1,907.61
WN 8 15	0.16579%	\$1,907.61
WN 8 17	0.20257%	\$2,330.83
WN 9 01	0.20366%	\$2,343.46
WN 9 03	0.11034%	\$1,269.64
WN 9 05	0.11034%	\$1,269.64
WN 9 07	0.11034%	\$1,269.64
WN 9 09	0.16688%	\$1,920.25
WN 9 11	0.16688%	\$1,920.25
WN 9 15	0.16688%	\$1,920.25
WN 9 17	0.20366%	\$2,343.46
WN 10 01	0.20476%	\$2,356.09
WN 10 03	0.11144%	\$1,282.27
WN 10 05	0.11144%	\$1,282.27
WN 10 07	0.11144%	\$1,282.27
WN 10 09	0.16798%	\$1,932.88
WN 10 11	0.16798%	\$1,932.88
WN 10 15	0.16798%	\$1,932.88
WN 10 17	0.20476%	\$2,356.09
WN 11 01	0.20586%	\$2,368.73
WN 11 03	0.11254%	\$1,294.90
WN 11 05	0.11254%	\$1,294.90
WN 11 07	0.11254%	\$1,294.90
WN 11 09	0.16908%	\$1,945.51
WN 11 11	0.16908%	\$1,945.51
WN 11 15	0.16908%	\$1,945.51
WN 11 17	0.20586%	\$2,368.73
PH 8	0.37055%	\$4,263.71
PH 9	0.31565%	\$3,632.05
PH 10	0.31565%	\$3,632.05
PH 11	0.31565%	\$3,632.05
PH 12	0.31565%	\$3,632.05
PH 14	0.31565%	\$3,632.05
PH 15	0.37055%	\$4,263.71

UNIT #	PERCENTAGE	INITIAL SHADOW RENT
WS 1 00	0.21684%	\$2,495.06
WS 1 02	0.18006%	\$2,071.85
WS 1 04	0.18006%	\$2,071.85
WS 1 06	0.18006%	\$2,071.85
WS 1 08	0.11583%	\$1,332.80
WS 1 10	0.11583%	\$1,332.80
WS 1 12	0.11583%	\$1,332.80
WS 1 14	0.21684%	\$2,495.06
WS 2 00	0.21794%	\$2,507.69
WS 2 02	0.18116%	\$2,084.48
WS 2 04	0.18116%	\$2,084.48
WS 2 06	0.18116%	\$2,084.48
WS 2 08	0.11693%	\$1,345.44
WS 2 10	0.11693%	\$1,345.44
WS 2 12	0.11693%	\$1,345.44
WS 2 14	0.21794%	\$2,507.69
WS 3 00	0.21903%	\$2,520.33
WS 3 02	0.18225%	\$2,097.11
WS 3 04	0.18225%	\$2,097.11
WS 3 06	0.18225%	\$2,097.11
WS 3 08	0.11803%	\$1,358.07
WS 3 10	0.11803%	\$1,358.07
WS 3 12	0.11803%	\$1,358.07
WS 3 14	0.21903%	\$2,520.33
WS 4 00	0.22013%	\$2,532.96
WS 4 02	0.18335%	\$2,109.75
WS 4 04	0.18335%	\$2,109.75
WS 4 06	0.18335%	\$2,109.75
WS 4 08	0.11912%	\$1,370.70
WS 4 10	0.11912%	\$1,370.70
WS 4 12	0.11912%	\$1,370.70
WS 4 14	0.22013%	\$2,532.96
WS 5 00	0.22123%	\$2,545.59
WS 5 02	0.18445%	\$2,122.38
WS 5 04	0.18445%	\$2,122.38
WS 5 06	0.18445%	\$2,122.38
WS 5 08	0.12022%	\$1,383.34
WS 5 10	0.12022%	\$1,383.34
WS 5 12	0.12022%	\$1,383.34
WS 5 14	0.22123%	\$2,545.59
WS 6 00	0.22233%	\$2,558.22
WS 6 02	0.18555%	\$2,135.01
WS 6 04	0.18555%	\$2,135.01
WS 6 06	0.18555%	\$2,135.01
WS 6 08	0.12132%	\$1,395.97
WS 6 10	0.12132%	\$1,395.97
WS 6 12	0.12132%	\$1,395.97
WS 6 14	0.22233%	\$2,558.22

UNIT #	PERCENTAGE	INITIAL SHADOW RENT
WS 7 00	0.22343%	\$2,570.86
WS 7 02	0.18665%	\$2,147.65
WS 7 04	0.18665%	\$2,147.65
WS 7 06	0.18665%	\$2,147.65
WS 7 08	0.12242%	\$1,408.60
WS 7 10	0.12242%	\$1,408.60
WS 7 12	0.12242%	\$1,408.60
WS 7 14	0.22343%	\$2,570.86
WS 8 00	0.22452%	\$2,583.49
WS 8 02	0.18774%	\$2,160.28
WS 8 04	0.18774%	\$2,160.28
WS 8 06	0.18774%	\$2,160.28
WS 8 08	0.12352%	\$1,421.24
WS 8 10	0.12352%	\$1,421.24
WS 8 12	0.12352%	\$1,421.24
WS 8 14	0.22452%	\$2,583.49
WS 9 00	0.22562%	\$2,596.12
WS 9 02	0.18884%	\$2,172.91
WS 9 04	0.18884%	\$2,172.91
WS 9 06	0.18884%	\$2,172.91
WS 9 08	0.12461%	\$1,433.87
WS 9 10	0.12461%	\$1,433.87
WS 9 12	0.12461%	\$1,433.87
WS 9 14	0.22562%	\$2,596.12
WS 10 00	0.22672%	\$2,608.76
WS 10 02	0.18994%	\$2,185.55
WS 10 04	0.18994%	\$2,185.55
WS 10 06	0.18994%	\$2,185.55
WS 10 08	0.12571%	\$1,446.50
WS 10 10	0.12571%	\$1,446.50
WS 10 12	0.12571%	\$1,446.50
WS 10 14	0.22672%	\$2,608.76
WS 11 00	0.22782%	\$2,621.39
WS 11 02	0.19104%	\$2,198.18
WS 11 04	0.19104%	\$2,198.18
WS 11 06	0.19104%	\$2,198.18
WS 11 08	0.12681%	\$1,459.14
WS 11 10	0.12681%	\$1,459.14
WS 11 12	0.12681%	\$1,459.14
WS 11 14	0.22782%	\$2,621.39
PH 1	0.39800%	\$4,579.54
PH 2	0.34310%	\$3,947.88
PH 3	0.34310%	\$3,947.88
PH 4	0.34310%	\$3,947.88
PH 5	0.34310%	\$3,947.88
PH 6	0.34310%	\$3,947.88
PH 7	0.39800%	\$4,579.54

TOTALS 100% \$1,150,651.65

EXHIBIT S
SUPPLEMENTAL DISCLOSURE NOTICE
AND ACKNOWLEDGMENT

The County of Los Angeles has required that you, as a prospective sublessee, receive this Supplemental Disclosure Notice before you make any agreement regarding the acquisition of a condominium unit in the Marina City Club Apartment Complex.

You are specifically notified of the following:

1. YOU WILL BE BUYING A SUBLEASEHOLD CONDOMINIUM. ON JULY 29, 2067, YOU WILL HAVE NO FURTHER RIGHT TO YOUR CONDOMINIUM OR THE MARINA CITY COMPLEX, AND THE COUNTY IS NOT THEREAFTER OBLIGATED TO ALLOW YOU TO REMAIN ON THE PROPERTY.
2. YOU WILL NOT BE ENTITLED TO ANY COMPENSATION OF ANY TYPE IF YOU ARE NOT ALLOWED TO REMAIN ON THE PROPERTY. EVEN IF THE COUNTY DECIDES TO ALLOW YOU TO REMAIN ON THE PROPERTY AFTER JULY 29, 2067, IT HAS THE RIGHT TO CHARGE YOU ANY AMOUNT THAT THE COUNTY BOARD OF SUPERVISORS, IN ITS SOLE DISCRETION, DETERMINES TO BE APPROPRIATE. CONSEQUENTLY, YOU SHOULD ASSUME, IN DECIDING WHETHER TO GO FORWARD, THAT YOUR RIGHT TO REMAIN ON THE PROPERTY WILL NOT EXTEND BEYOND JULY 29, 2067.
3. UNDER THE SUBLEASEHOLD CONDOMINIUM STRUCTURE, YOU WILL HAVE NO ROLE IN THE MANAGEMENT OF THE APARTMENT COMPLEX, AND NEITHER YOU NOR THE CONDOMINIUM ASSOCIATION WILL OWN THE LAND OR BUILDINGS.
4. ALTHOUGH THE COUNTY HAS CONSENTED TO THE CREATION OF THE CONDOMINIUM REGIME, THAT CONSENT IS IN NO WAY A RECOMMENDATION OR ENDORSEMENT OF THE TRANSACTION. SIMILARLY, THE CONTEMPLATED TRANSACTION IS ONE BETWEEN YOU

AND LESSEE, AND YOUR RIGHTS AND REMEDIES WILL EXIST WITH LESSEE, NOT THE COUNTY. THE COUNTY IS NOT A PARTY TO THE TRANSACTION, AND LESSEE IS NOT ACTING AS AN AGENT OF THE COUNTY IN ANY WAY.

5. THERE IS NO ASSURANCE THAT CONDOMINIUMS WILL BE SOLD FOR ANY SPECIFIED NUMBER OF, OR A MAJORITY OF, APARTMENTS. CONSEQUENTLY, YOUR UNIT MAY BE LOCATED AMONG A GROUP OF APARTMENTS WHICH ARE RENTED FOR A PERIOD OF LESS THAN ONE (1) YEAR.

6. OTHER APARTMENTS HAVE BEEN SUBLEASED ON A LONG-TERM BASIS PURSUANT TO A DIFFERENT MARKETING PROGRAM. THERE IS NO REQUIREMENT THAT THESE SUBLESSEES JOIN THE CONDOMINIUM REGIME.

7. YOU HAVE THE OBLIGATION TO PAY, AS AN ADDITIONAL MONTHLY CHARGE, A SPECIFIED SHARE OF THE COSTS INCURRED BY LESSEE IN OPERATING THE APARTMENT COMPLEX, INCLUDING THE COSTS OF MAINTENANCE AND ONGOING COUNTY GROUND RENT. THESE MONTHLY CHARGES ARE EXPECTED TO INCREASE DURING THE TERM OF YOUR OCCUPANCY. IN ADDITION, YOU WILL BE RESPONSIBLE FOR PROPERTY TAXES (OR THE ALTERNATIVE POSSESSORY INTEREST TAXES AND IN LIEU FEES) ALLOCABLE TO YOUR PARTICULAR CONDOMINIUM. IF YOU DO NOT PAY THE MONTHLY CHARGE OR THE PROPERTY TAXES, YOU MAY LOSE YOUR CONDOMINIUM.

8. THERE IS NO EARTHQUAKE INSURANCE FOR THE BUILDINGS AND IMPROVEMENTS.

The County has also required Lessee to furnish the County with a copy of this Notice, signed by you prior_____ to your signing any agreement regarding the proposed arrangement.

DO NOT SIGN THIS NOTICE UNLESS YOU HAVE READ IT AND UNDERSTOOD IT. IF YOU DO NOT UNDERSTAND ANY PART OF THIS NOTICE, YOU SHOULD CONSULT AN ATTORNEY OF YOUR OWN CHOOSING BEFORE SIGNING THIS NOTICE.

I have read and I understand the contents of this notice. I have received a copy of this notice.

DATED: _____
Name

Address: _____

I hereby certify that this special notice and acknowledgement was furnished to _____ and signed by such person prior _____ to such person's executing any agreement regarding the proposed transaction.

DATED: _____

Name

Address: _____

Name of Employer: _____

Position: _____