

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 $12^{\circ}52'16''$ 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.

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.

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 $4^{\circ}32'55''$ West along said center line 173.94 feet to the northwesterly line of said Parcel 537; thence North $52^{\circ}40'22''$ East along said northwesterly line to a line parallel with and 10 feet easterly, measured at right angles, from said center line; thence South $4^{\circ}32'55''$ East along said parallel line to said northerly line; thence South $85^{\circ}59'32''$ 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 $52^{\circ}40'22''$ 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 $85^{\circ}59'32''$ 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°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.

DESCRIPTION APPROVED
NOV 12 1966

GEORGE Y. TICE, DIRECTOR
FACILITIES MANAGEMENT DEPARTMENT

BY Stanley S. ... 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 $85^{\circ}59'32''$ 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°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
FACILITIES MANAGEMENT DEPARTMENT

BY Stanley S. 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 Suman DEPUTY

EXHIBIT D, PART I
I. SCHEDULE OF MINIMUM RENTS

Minimum Annual Rent Payable

| Unit # | Allocation | % | Unit # | Allocation | % |
|--------|------------|----------|---------|------------|----------|
| WS 100 | 411.94 | 0.21684% | WS 514 | 420.29 | 0.22123% |
| WS 102 | 342.07 | 0.18006% | WS 600 | 422.37 | 0.22233% |
| WS 104 | 342.07 | 0.18006% | WS 602 | 352.50 | 0.18555% |
| WS 106 | 342.07 | 0.18006% | WS 604 | 352.50 | 0.18555% |
| WS 108 | 220.05 | 0.11583% | WS 606 | 352.50 | 0.18555% |
| WS 110 | 220.05 | 0.11583% | WS 608 | 230.48 | 0.12132% |
| WS 112 | 220.05 | 0.11583% | WS 610 | 230.48 | 0.12132% |
| WS 114 | 411.94 | 0.21684% | WS 612 | 230.48 | 0.12132% |
| WS 200 | 414.03 | 0.21794% | WS 614 | 422.37 | 0.22233% |
| WS 202 | 344.15 | 0.18116% | WS 700 | 424.46 | 0.22343% |
| WS 204 | 344.15 | 0.18116% | WS 702 | 354.58 | 0.18665% |
| WS 206 | 344.15 | 0.18116% | WS 704 | 354.58 | 0.18665% |
| WS 208 | 222.14 | 0.11693% | WS 706 | 354.58 | 0.18665% |
| WS 210 | 222.14 | 0.11693% | WS 708 | 232.57 | 0.12242% |
| WS 212 | 222.14 | 0.11693% | WS 710 | 232.57 | 0.12242% |
| WS 214 | 414.03 | 0.21794% | WS 712 | 232.57 | 0.12242% |
| WS 300 | 416.11 | 0.21903% | WS 714 | 424.46 | 0.22343% |
| WS 302 | 346.24 | 0.18225% | WS 800 | 426.54 | 0.22452% |
| WS 304 | 346.24 | 0.18225% | WS 802 | 356.67 | 0.18774% |
| WS 306 | 346.24 | 0.18225% | WS 804 | 356.67 | 0.18774% |
| WS 308 | 224.22 | 0.11803% | WS 806 | 356.67 | 0.18774% |
| WS 310 | 224.22 | 0.11803% | WS 808 | 234.65 | 0.12352% |
| WS 312 | 224.22 | 0.11803% | WS 810 | 234.65 | 0.12352% |
| WS 314 | 416.11 | 0.21903% | WS 812 | 234.65 | 0.12352% |
| WS 400 | 418.20 | 0.22013% | WS 814 | 426.54 | 0.22452% |
| WS 402 | 348.33 | 0.18335% | WS 900 | 428.63 | 0.22562% |
| WS 404 | 348.33 | 0.18335% | WS 902 | 358.76 | 0.18884% |
| WS 406 | 348.33 | 0.18335% | WS 904 | 358.76 | 0.18884% |
| WS 408 | 226.31 | 0.11912% | WS 906 | 358.76 | 0.18884% |
| WS 410 | 226.31 | 0.11912% | WS 908 | 236.74 | 0.12461% |
| WS 412 | 226.31 | 0.11912% | WS 910 | 236.74 | 0.12461% |
| WS 414 | 418.20 | 0.22013% | WS 912 | 236.74 | 0.12461% |
| WS 500 | 420.29 | 0.22123% | WS 914 | 428.63 | 0.22562% |
| WS 502 | 350.41 | 0.18445% | WS 1000 | 430.71 | 0.22672% |
| WS 504 | 350.41 | 0.18445% | WS 1002 | 360.84 | 0.18994% |
| WS 506 | 350.41 | 0.18445% | WS 1004 | 360.84 | 0.18994% |
| WS 508 | 228.39 | 0.12022% | WS 1006 | 360.84 | 0.18994% |
| WS 510 | 228.39 | 0.12022% | WS 1008 | 238.82 | 0.12571% |
| WS 512 | 228.39 | 0.12022% | WS 1010 | 238.82 | 0.12571% |

EXHIBIT D, PART I
I. SCHEDULE OF MINIMUM RENTS

Minimum Annual Rent Payable

| Unit # | Allocation | % | Unit # | Allocation | % |
|---------|------------|----------|--------|------------|----------|
| WS 1012 | 238.82 | 0.12571% | WN 311 | 283.67 | 0.14932% |
| WS 1014 | 430.71 | 0.22672% | WN 315 | 283.67 | 0.14932% |
| WS 1100 | 432.80 | 0.22782% | WN 317 | 343.11 | 0.18061% |
| WS 1102 | 362.93 | 0.19104% | WN 401 | 366.06 | 0.19268% |
| WS 1104 | 362.93 | 0.19104% | WN 403 | 199.19 | 0.10485% |
| WS 1106 | 362.93 | 0.19104% | WN 405 | 199.19 | 0.10485% |
| WS 1108 | 240.91 | 0.12681% | WN 407 | 199.19 | 0.10485% |
| WS 1110 | 240.91 | 0.12681% | WN 409 | 296.18 | 0.15590% |
| WS 1112 | 240.91 | 0.12681% | WN 411 | 296.18 | 0.15590% |
| WS 1114 | 432.80 | 0.22782% | WN 415 | 296.18 | 0.15590% |
| PH 1 | 756.10 | 0.39800% | WN 417 | 366.06 | 0.19268% |
| PH 2 | 651.81 | 0.34310% | WN 501 | 373.36 | 0.19653% |
| PH 3 | 651.81 | 0.34310% | WN 503 | 201.28 | 0.10595% |
| PH 4 | 651.81 | 0.34310% | WN 505 | 201.28 | 0.10595% |
| PH 5 | 651.81 | 0.34310% | WN 507 | 201.28 | 0.10595% |
| PH 6 | 651.81 | 0.34310% | WN 509 | 303.48 | 0.15975% |
| PH 7 | 756.10 | 0.39800% | WN 511 | 303.48 | 0.15975% |
| | | | WN 515 | 303.48 | 0.15975% |
| WN 101 | 318.08 | 0.16743% | WN 517 | 373.36 | 0.19653% |
| WN 103 | 192.94 | 0.10156% | WN 601 | 380.66 | 0.20037% |
| WN 105 | 192.94 | 0.10156% | WN 603 | 203.36 | 0.10705% |
| WN 107 | 192.94 | 0.10156% | WN 605 | 203.36 | 0.10705% |
| WN 109 | 258.64 | 0.13614% | WN 607 | 203.36 | 0.10705% |
| WN 111 | 258.64 | 0.13614% | WN 609 | 310.78 | 0.16359% |
| WN 115 | 258.64 | 0.13614% | WN 611 | 310.78 | 0.16359% |
| WN 117 | 318.08 | 0.16743% | WN 615 | 310.78 | 0.16359% |
| WN 201 | 330.60 | 0.17402% | WN 617 | 380.66 | 0.20037% |
| WN 203 | 195.02 | 0.10266% | WN 701 | 382.74 | 0.20147% |
| WN 205 | 195.02 | 0.10266% | WN 703 | 205.45 | 0.10814% |
| WN 207 | 195.02 | 0.10266% | WN 705 | 205.45 | 0.10814% |
| WN 209 | 271.15 | 0.14273% | WN 707 | 205.45 | 0.10814% |
| WN 211 | 271.15 | 0.14273% | WN 709 | 312.87 | 0.16469% |
| WN 215 | 271.15 | 0.14273% | WN 711 | 312.87 | 0.16469% |
| WN 217 | 330.60 | 0.17402% | WN 715 | 312.87 | 0.16469% |
| WN 301 | 343.11 | 0.18061% | WN 717 | 382.74 | 0.20147% |
| WN 303 | 197.11 | 0.10375% | WN 801 | 384.83 | 0.20257% |
| WN 305 | 197.11 | 0.10375% | WN 803 | 207.54 | 0.10924% |
| WN 307 | 197.11 | 0.10375% | WN 805 | 207.54 | 0.10924% |
| WN 309 | 283.67 | 0.14932% | 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 %

EXHIBIT D, PART I
I. SCHEDULE OF MINIMUM RENTS

Minimum Annual Rent Payable

| Unit # | Allocation | % | Unit # | Allocation | % |
|--------|------------|----------|---------|------------|----------|
| CS 116 | 411.94 | 0.21684% | CS 530 | 420.29 | 0.22123% |
| CS 118 | 342.07 | 0.18006% | CS 616 | 422.37 | 0.22233% |
| CS 120 | 342.07 | 0.18006% | CS 618 | 352.50 | 0.18555% |
| CS 122 | 342.07 | 0.18006% | CS 620 | 352.50 | 0.18555% |
| CS 124 | 220.05 | 0.11583% | CS 622 | 352.50 | 0.18555% |
| CS 126 | 220.05 | 0.11583% | CS 624 | 230.48 | 0.12132% |
| CS 128 | 220.05 | 0.11583% | CS 626 | 230.48 | 0.12132% |
| CS 130 | 411.94 | 0.21684% | CS 628 | 230.48 | 0.12132% |
| CS 216 | 414.03 | 0.21794% | CS 630 | 422.37 | 0.22233% |
| CS 218 | 344.15 | 0.18116% | CS 716 | 424.46 | 0.22343% |
| CS 220 | 344.15 | 0.18116% | CS 718 | 354.58 | 0.18665% |
| CS 222 | 344.15 | 0.18116% | CS 720 | 354.58 | 0.18665% |
| CS 224 | 222.14 | 0.11693% | CS 722 | 354.58 | 0.18665% |
| CS 226 | 222.14 | 0.11693% | CS 724 | 232.57 | 0.12242% |
| CS 228 | 222.14 | 0.11693% | CS 726 | 232.57 | 0.12242% |
| CS 230 | 414.03 | 0.21794% | CS 728 | 232.57 | 0.12242% |
| CS 316 | 416.11 | 0.21903% | CS 730 | 424.46 | 0.22343% |
| CS 318 | 346.24 | 0.18225% | CS 816 | 426.54 | 0.22452% |
| CS 320 | 346.24 | 0.18225% | CS 818 | 356.67 | 0.18774% |
| CS 322 | 346.24 | 0.18225% | CS 820 | 356.67 | 0.18774% |
| CS 324 | 224.22 | 0.11803% | CS 822 | 356.67 | 0.18774% |
| CS 326 | 224.22 | 0.11803% | CS 824 | 234.65 | 0.12352% |
| CS 328 | 224.22 | 0.11803% | CS 826 | 234.65 | 0.12352% |
| CS 330 | 416.11 | 0.21903% | CS 828 | 234.65 | 0.12352% |
| CS 416 | 418.20 | 0.22013% | CS 830 | 426.54 | 0.22452% |
| CS 418 | 348.33 | 0.18335% | CS 916 | 428.63 | 0.22562% |
| CS 420 | 348.33 | 0.18335% | CS 918 | 358.76 | 0.18884% |
| CS 422 | 348.33 | 0.18335% | CS 920 | 358.76 | 0.18884% |
| CS 424 | 226.31 | 0.11912% | CS 922 | 358.76 | 0.18884% |
| CS 426 | 226.31 | 0.11912% | CS 924 | 236.74 | 0.12461% |
| CS 428 | 226.31 | 0.11912% | CS 926 | 236.74 | 0.12461% |
| CS 430 | 418.20 | 0.22013% | CS 928 | 236.74 | 0.12461% |
| CS 516 | 420.29 | 0.22123% | CS 930 | 428.63 | 0.22562% |
| CS 518 | 350.41 | 0.18445% | CS 1016 | 430.71 | 0.22672% |
| CS 520 | 350.41 | 0.18445% | CS 1018 | 360.84 | 0.18994% |
| CS 522 | 350.41 | 0.18445% | CS 1020 | 360.84 | 0.18994% |
| CS 524 | 228.39 | 0.12022% | CS 1022 | 360.84 | 0.18994% |
| CS 526 | 228.39 | 0.12022% | CS 1024 | 238.82 | 0.12571% |
| CS 528 | 228.39 | 0.12022% | 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% |

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 | % | Unit # | Allocation | % |
|--------|------------|----------|---------|------------|----------|
| ES 132 | 411.94 | 0.21684% | ES 546 | 420.29 | 0.22123% |
| ES 134 | 220.05 | 0.11583% | ES 632 | 422.37 | 0.22233% |
| ES 136 | 220.05 | 0.11583% | ES 634 | 230.48 | 0.12132% |
| ES 138 | 220.05 | 0.11583% | ES 636 | 230.48 | 0.12132% |
| ES 140 | 342.07 | 0.18006% | ES 638 | 230.48 | 0.12132% |
| ES 142 | 342.07 | 0.18006% | ES 640 | 352.50 | 0.18555% |
| ES 144 | 342.07 | 0.18006% | ES 642 | 352.50 | 0.18555% |
| ES 146 | 411.94 | 0.21684% | ES 644 | 352.50 | 0.18555% |
| ES 232 | 414.03 | 0.21794% | ES 646 | 422.37 | 0.22233% |
| ES 234 | 222.14 | 0.11693% | ES 732 | 424.46 | 0.22343% |
| ES 236 | 222.14 | 0.11693% | ES 734 | 232.57 | 0.12242% |
| ES 238 | 222.14 | 0.11693% | ES 736 | 232.57 | 0.12242% |
| ES 240 | 344.15 | 0.18116% | ES 738 | 232.57 | 0.12242% |
| ES 242 | 344.15 | 0.18116% | ES 740 | 354.58 | 0.18665% |
| ES 244 | 344.15 | 0.18116% | ES 742 | 354.58 | 0.18665% |
| ES 246 | 414.03 | 0.21794% | ES 744 | 354.58 | 0.18665% |
| ES 332 | 416.11 | 0.21903% | ES 746 | 424.46 | 0.22343% |
| ES 334 | 224.22 | 0.11803% | ES 832 | 426.54 | 0.22452% |
| ES 336 | 224.22 | 0.11803% | ES 834 | 234.65 | 0.12352% |
| ES 338 | 224.22 | 0.11803% | ES 836 | 234.65 | 0.12352% |
| ES 340 | 346.24 | 0.18225% | ES 838 | 234.65 | 0.12352% |
| ES 342 | 346.24 | 0.18225% | ES 840 | 356.67 | 0.18774% |
| ES 344 | 346.24 | 0.18225% | ES 842 | 356.67 | 0.18774% |
| ES 346 | 416.11 | 0.21903% | ES 844 | 356.67 | 0.18774% |
| ES 432 | 418.20 | 0.22013% | ES 846 | 426.54 | 0.22452% |
| ES 434 | 226.31 | 0.11912% | ES 932 | 428.63 | 0.22562% |
| ES 436 | 226.31 | 0.11912% | ES 934 | 236.74 | 0.12461% |
| ES 438 | 226.31 | 0.11912% | ES 936 | 236.74 | 0.12461% |
| ES 440 | 348.33 | 0.18335% | ES 938 | 236.74 | 0.12461% |
| ES 442 | 348.33 | 0.18335% | ES 940 | 358.76 | 0.18884% |
| ES 444 | 348.33 | 0.18335% | ES 942 | 358.76 | 0.18884% |
| ES 446 | 418.20 | 0.22013% | ES 944 | 358.76 | 0.18884% |
| ES 532 | 420.29 | 0.22123% | ES 946 | 428.63 | 0.22562% |
| ES 534 | 228.39 | 0.12022% | ES 1032 | 430.71 | 0.22672% |
| ES 536 | 228.39 | 0.12022% | ES 1034 | 238.82 | 0.12571% |
| ES 538 | 228.39 | 0.12022% | ES 1036 | 238.82 | 0.12571% |
| ES 540 | 350.41 | 0.18445% | ES 1038 | 238.82 | 0.12571% |
| ES 542 | 350.41 | 0.18445% | ES 1040 | 360.84 | 0.18994% |
| ES 544 | 350.41 | 0.18445% | ES 1042 | 360.84 | 0.18994% |

EXHIBIT D, PART I
 U. 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 %

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% | | | |

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.

TITLE

| | |
|-------|---|
| 1 | SURVEY SITE PLAN |
| 2 - 5 | UNIT IDENTIFICATION AND TABULATION SUMMARY |
| 6 | ELEMENT A TYPICAL ONE BEDROOM APARTMENT |
| 7 | ELEMENT B TYPICAL TWO BEDROOM APARTMENT |
| 8 | ELEMENT C TYPICAL THREE BEDROOM APARTMENT |
| 9 | ELEMENT D TYPICAL THREE BEDROOM PENTHOUSE LOWER LEVEL |
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| 11 | ELEMENT F TYPICAL FOUR BEDROOM PENTHOUSE LOWER LEVEL |
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| 21 | WEST TOWER THIRD FLOOR |
| 22 | WEST TOWER FOURTH FLOOR |
| 23 | WEST TOWER FIFTH FLOOR |
| 24 | WEST TOWER SIXTH FLOOR |
| 25 | WEST TOWER SEVENTH FLOOR |
| 26 | WEST TOWER EIGHTH FLOOR |
| 27 | WEST TOWER NINTH FLOOR |
| 28 | WEST TOWER TENTH FLOOR |
| 29 | WEST TOWER ELEVENTH FLOOR |
| 30 | WEST TOWER PENTHOUSE LOWER LEVEL |
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| 32 | EAST & WEST GARAGE ELEVATION |
| 33 | EAST GARAGE LOWER LEVEL |
| 34 | EAST GARAGE UPPER LEVEL |
| 35 | WEST GARAGE LOWER LEVEL |
| 36 | WEST GARAGE UPPER LEVEL |
| 37 | CENTER TOWER ELEVATION |
| 38 | CENTER TOWER G1 |
| 39 | CENTER TOWER G2 |
| 40 | CENTER TOWER G3 |
| 41 | CENTER TOWER G4 |
| 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 6-18-87
 △ Revised per field check 6-19-87

BASIS OF BEARINGS

THE BEARING IS 77 DEGREES 24 MINUTES 00 SECONDS OF THE CENTER LINE OF ADMIRALTY WAY AS SHOWN ON L.A.C. MAP NO. 14, 4.0, 574 PAGES 20-25, INCLUDING OF SAN FRANCISCO COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, WAS 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.

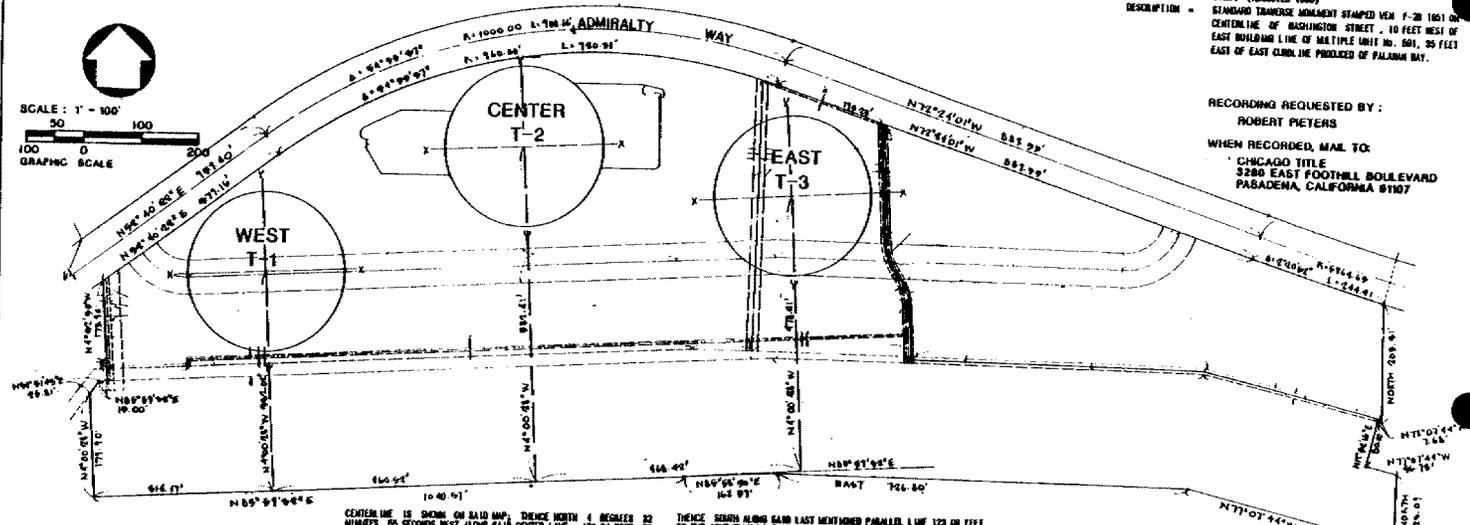
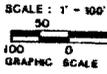
BENCH MARK

DATUM = LOS ANGELES, CALIFORNIA
 NO = 84 NO. 17-0850
 EL = 6.224 (ADJUSTED 1980)
 DESCRIPTION = STANDARD TANGENT ANGLE STAMPED VEH F-28 1161 ON CENTERLINE OF WASHINGTON STREET, 10 FEET WEST OF EAST BUILDING LINE OF SHELTON UNIT NO. 801, 35 FEET EAST OF EAST CURBLINE PRODUCED BY PALMBAH BAY.

RECORDING REQUESTED BY:
 ROBERT PIETERS

WHEN RECORDED, MAIL TO:

CHICAGO TITLE
 3280 EAST FOOTHILL BOULEVARD
 PASADENA, CALIFORNIA 91107



LEGAL DESCRIPTION

PARCEL 2A
 PARCELS 537 TO 537 INCLUSIVE, 540 TO 540 INCLUSIVE AND 540 TO 601 INCLUSIVE IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN IN LOS ANGELES COUNTY ASSESSOR'S MAP NO. 14, 4.0, FILED IN BOOK 1 PAGES 20 TO 25 INCLUSIVE BY ASSESSOR'S MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION THEREOF WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

PARCEL 2B
 BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL 541; THENCE NORTH 85 DEGREES 50 MINUTES 20 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID LAST MENTIONED PARCEL, A DISTANCE OF 146.00 FEET; THENCE NORTH 4 DEGREES 20 MINUTES 20 SECONDS WEST 150 FEET TO THE NORTHWESTERLY LINE OF SAID LAST MENTIONED PARCEL; THENCE NORTH 34 DEGREES 54 MINUTES 27 SECONDS EAST ALONG SAID NORTHWESTERLY LINE, 25.81 FEET TO THE NORTHERLY LINE OF SAID LAST MENTIONED PARCEL; THENCE NORTH 80 DEGREES 50 MINUTES 20 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 WASTEWATER UTILITY PURPOSES, IN SAID PARCEL 537 AND 540, AS SAID

CENTERLINE IS SHOWN ON SAID MAP; THENCE NORTH 4 DEGREES 32 MINUTES 00 SECONDS WEST ALONG SAID CENTER LINE, 172.04 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 SOUTHWESTERLY ALONG SAID NORTHWESTERLY 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:

PARCEL 2C
 BEGINNING AT THE NORTHWESTERLY 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 EASTERLY LINE OF SAID LAST MENTIONED PARCEL; THENCE SOUTH ALONG SAID PARALLEL LINE, 200.00 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 540; THENCE SOUTH 77 DEGREES 00 MINUTES 44 SECONDS WEST ALONG SAID SOUTHERLY LINE TO A POINT DISTANT NORTH 77 DEGREES 00 MINUTES 44 SECONDS WEST THROUGH SAID PARCEL 540; THENCE SOUTH 12 DEGREES 40 MINUTES 20 SECONDS WEST TO A LINE PARALLEL WITH AND 80 FEET WESTERLY MEASURED AT RIGHT ANGLES FROM SAID SOUTHERLY LINE; THENCE SOUTH 77 DEGREES 00 MINUTES 44 SECONDS EAST ALONG SAID LAST MENTIONED PARALLEL LINE, 86.75 FEET TO A LINE PARALLEL WITH AND 80 FEET WESTERLY MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF SAID PARCEL 541.

THENCE SOUTH ALONG SAID LAST MENTIONED PARALLEL LINE 122.00 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 SOUTHWESTERLY CORNER OF SAID LAST MENTIONED PARCEL; THENCE NORTH ALONG THE EASTERLY LINE OF SAID LAST MENTIONED PARCEL; THENCE SOUTH ALONG THE EASTERLY LINE OF SAID PARCEL 537, 541 AND 540, A DISTANCE OF 407.24 FEET TO THE POINT OF BEGINNING.

PARCEL 2D
 A RIGHT OF WAY FOR UTILITY PURPOSES IN AND ACROSS SAID PARCEL 540 AND 541, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY BOUNDARY OF SAID PARCEL 540, WITH A LINE PARALLEL WITH AND 6 FEET WESTERLY MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF SAID LAST MENTIONED PARCEL; THENCE SOUTH ALONG SAID PARCEL 541; THENCE WEST 77 DEGREES 00 MINUTES 44 SECONDS WEST ALONG SAID NORTHERLY LINE TO THE WESTERLY LINE OF THE EASTERLY 80 FEET OF SAID LAST MENTIONED PARCEL; THENCE NORTH ALONG SAID WESTERLY LINE TO THE PARCEL; THENCE SOUTH 77 DEGREES 00 MINUTES 44 SECONDS WEST ALONG SAID WESTERLY LINE TO THE WESTERLY LINE OF SAID LAST MENTIONED PARCEL; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE TO THE WESTERLY LINE OF SAID LAST MENTIONED PARCEL; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE TO SAID NORTHERLY BOUNDARY; THENCE EASTERLY ALONG SAID NORTHERLY BOUNDARY TO THE POINT OF BEGINNING.

I HEREBY CERTIFY THAT THIS SURVEY CONSISTING OF 76 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 4/18/87
 TONY H. WONG RCE 22651 DATE:



MARINA CITY TOWERS
 REAL ESTATE IMPROVEMENT APARTMENT PLAN
SURVEY SITE PLAN

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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 | WT119 | | WS | 800 | C | WT452 | WT458 | |
| WN | 101 | CR | WT382 | WT301 | | WN | 801 | CR | WT400 | WT404 | |
| WS | 102 | BR | WT470 | PM328 | | WS | 802 | BR | WT487 | PM8 | |
| WN | 103 | AR | WT383 | | | WN | 803 | AR | WT411 | | |
| WS | 104 | B | WT483 | WT488 | | WS | 804 | B | WT253 | PM2 | |
| WN | 105 | A | WT289 | | | WN | 805 | A | WT347 | | |
| WS | 106 | BR | WT111 | WT120 | | WS | 806 | BR | WT496 | 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 | WT391 | | WN | 811 | B | WT338 | WT351 | |
| WS | 112 | AR | WT467 | | | WS | 812 | AR | WT352 | | |
| WE | 114 | CR | WT484 | WT486 | | WE | 814 | CR | WT130 | PM5 | |
| WN | 115 | BR | WT438 | PM327 | | WN | 815 | BR | WT313 | WT318 | |
| WN | 117 | C | WT201 | WT203 | | WN | 817 | C | WT393 | PM134 | |
| WS | 200 | C | WT383 | WT273 | | WS | 700 | C | WT487 | WT489 | |
| 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 | WT493 | WT137 | | WS | 704 | B | WT505 | WT607 | |
| WN | 205 | A | WT418 | | | WN | 705 | A | WT346 | | |
| 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 | WT359 | | |
| WN | 209 | BR | WT481 | PM7 | | WN | 709 | BR | WT318 | WT218 | |
| WS | 210 | A | WT388 | | | WS | 710 | A | WT249 | | |
| WN | 211 | B | WT287 | WT153 | | WN | 711 | B | WT323 | PM208 | |
| WS | 212 | AR | WT237 | | | WS | 712 | AR | WT361 | | |
| WS | 214 | CR | WT125 | WT127 | | WS | 714 | CR | WT368 | WT601 | |
| WS | 215 | BR | WT358 | PM204 | | WN | 715 | 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 | WT498 | PM325 | | WN | 801 | CR | WT327 | WT308 | |
| WS | 302 | BR | WT387 | PM332 | | WS | 802 | BR | WT458 | WT460 | |
| WN | 303 | AR | WT378 | | | WN | 803 | AR | WT288 | | |
| WS | 304 | B | WT101 | WT103 | | WS | 804 | B | WT277 | PM328 | |
| WN | 305 | A | WT409 | | | WN | 805 | A | WT448 | | |
| WS | 306 | BR | WT492 | 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 | WT493 | WT406 | | WN | 809 | BR | WT427 | WT429 | |
| WS | 310 | A | WT135 | | | WS | 810 | A | WT117 | | |
| WN | 311 | B | WT349 | WT473 | | WN | 811 | B | WT381 | WT227 | |
| WS | 312 | AR | WT444 | | | WS | 812 | AR | WT461 | | |
| WS | 314 | CR | WT292 | WT284 | | WS | 814 | CR | WT278 | WT232 | |
| WN | 315 | BR | WT408 | WT412 | | WN | 815 | BR | WT356 | WT231 | |
| WN | 317 | C | PM9 | WT311 | | WN | 817 | C | WT300 | PM209 | |
| WS | 400 | C | WT461 | WT453 | | WS | 900 | C | WT131 | WT133 | |
| WN | 401 | CR | WT321 | WT440 | | WN | 901 | CR | WT303 | WT305 | |
| WS | 402 | BR | WT378 | PM329 | | WS | 902 | BR | WT370 | WT368 | |
| WN | 403 | AR | WT328 | | | WN | 903 | AR | WT333 | | |
| WS | 404 | B | WT195 | PM128 | | WS | 904 | B | WT270 | PM210 | |
| WN | 405 | A | WT423 | | | WN | 905 | A | WT416 | | |
| 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 | WT491 | | |
| WN | 409 | BR | WT344 | PM1 | | WN | 909 | BR | WT209 | WT211 | |
| WS | 410 | A | WT478 | | | WS | 910 | A | WT378 | | |
| WN | 411 | B | WT413 | PM6 | | 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 | WT279 | WT239 | | WN | 915 | BR | WT315 | WT233 | |
| WN | 417 | C | WT503 | PM202 | | WN | 917 | C | WT442 | WT446 | |
| WS | 500 | C | WT286 | WT287 | | WS | 1000 | C | WT281 | WT283 | |
| WN | 501 | CR | WT387 | WT389 | | WN | 1001 | CR | WT217 | WT219 | |
| WS | 502 | BR | WT482 | WT490 | | WS | 1002 | BR | WT283 | PM13 | |
| WN | 503 | AR | WT354 | | | WN | 1003 | AR | WT304 | | |
| WE | 504 | B | WT486 | WT147 | | WE | 1004 | B | WT248 | WT242 | |
| WN | 506 | A | WT428 | | | WN | 1005 | A | WT425 | | |
| WS | 508 | BR | WT356 | WT357 | | WS | 1006 | BR | WT112 | WT477 | |
| WN | 507 | AR | WT378 | | | WN | 1007 | AR | WT331 | | |
| WS | 508 | AR | WT139 | | | WS | 1008 | AR | WT274 | | |
| WN | 509 | BR | PM330 | WT441 | | WN | 1009 | BR | WT417 | PM207 | |
| WS | 510 | A | WT246 | | | WS | 1010 | A | WT286 | | |
| WN | 511 | B | WT308 | WT312 | | WN | 1011 | B | WT407 | WT188 | |
| WS | 512 | AR | WT466 | | | WS | 1012 | AR | WT479 | | |
| WS | 514 | CR | WT462 | WT468 | | WS | 1014 | CR | WT493 | WT495 | |
| WN | 515 | BR | WT319 | PM203 | | WN | 1015 | 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 | STALL SPACE | NO. SPACE | UNIT | NO. | ELEMENT | PARKING SPACE | STALL SPACE | NO. SPACE |
|--------|------|---------|---------------|-------------|-----------|------|-----|---------|---------------|-------------|-----------|
| | | | *1A | *2A | *3A | | | | *1A | *2A | *3A |
| WS | 1100 | C | WT447 | WT448 | | 02 | 418 | C | CT371 | CT373 | |
| WN | 1101 | CR | WT336 | WT337 | | 02 | 418 | BR | CT503 | CT505 | |
| WS | 1102 | BR | WT141 | PM333 | | 02 | 418 | CR | CT467 | CT469 | |
| WN | 1103 | AR | WT432 | | | 02 | 420 | B | CT498 | CT502 | |
| WS | 1104 | B | WT609 | WT611 | | 02 | 421 | AR | CT124 | | |
| WN | 1105 | A | WT496 | | | 02 | 422 | BR | CT490 | CT504 | |
| WS | 1106 | BR | WT372 | WT100 | | 02 | 423 | A | CT441 | | |
| WN | 1107 | AR | WT329 | | | 02 | 424 | AR | CT276 | | |
| WS | 1108 | AR | WT459 | | | 02 | 425 | AR | CT532 | | |
| WN | 1109 | BR | WT420 | PM201 | | 02 | 426 | AR | CT179 | | |
| WS | 1110 | A | WT471 | | | 02 | 427 | BR | CT437 | CT439 | |
| WN | 1111 | B | WT498 | WT435 | | 02 | 428 | AR | CT267 | | |
| WS | 1112 | AR | WT223 | | | 02 | 429 | B | CTT119 | CTT119 | |
| WS | 1114 | CR | WT113 | WT115 | | 02 | 430 | CR | CT363 | CT365 | |
| WN | 1116 | BR | WT317 | PM205 | | 02 | 431 | BR | CT823 | CT824 | |
| WN | 1117 | C | WT158 | WT288 | | 02 | 433 | C | CT412 | CT416 | |
| PH L/U | 1 | FR/GR | WT132 | WT136 | PM18 | | | | | | |
| PH L/U | 2 | D/E | WT280 | WT271 | | 02 | 518 | C | CT684 | CT598 | |
| PH L/U | 3 | DR/ER | WT268 | WT268 | PM137 | 02 | 518 | BR | CT468 | CT488 | |
| PH L/U | 4 | DR/ER | WT168 | WT181 | PM11 | 02 | 518 | CR | CT463 | CT465 | |
| PH L/U | 6 | D/E | WT371 | WT373 | | 02 | 520 | B | CT518 | CT520 | |
| PH L/U | 8 | DR/ER | WT360 | WT384 | PM14 | 02 | 521 | AR | CT120 | | |
| PH L/U | 7 | F/G | WT124 | WT128 | PM3 | 02 | 522 | BR | CT471 | CT473 | |
| PH L/U | 8 | F/G | WT310 | WT314 | | 02 | 523 | A | CT432 | | |
| PH L/U | 9 | DR/ER | WT208 | WT208 | | 02 | 524 | AR | CT400 | | |
| PH L/U | 10 | D/E | WT235 | WT225 | | 02 | 525 | AR | CT823 | | |
| PH L/U | 11 | DR/ER | WT340 | WT342 | | 02 | 526 | A | CT517 | | |
| PH L/U | 12 | DR/ER | WT215 | WT213 | | 02 | 527 | BR | CT417 | CT518 | |
| PH L/U | 14 | D/E | WT241 | WT243 | | 02 | 528 | AR | CT476 | | |
| PH L/U | 15 | FR/GR | WT341 | WT343 | | 02 | 529 | B | CT584 | CT485 | |
| | | | | | | 02 | 530 | CR | CT362 | CT366 | |
| | | | | | | 02 | 531 | BR | CT543 | CT544 | |
| | | | | | | 02 | 533 | C | CT814 | CT544 | |
| 02 | 118 | C | CT388 | CT401 | | 02 | | | | | |
| 02 | 118 | BR | CT829 | CT818 | | 02 | | | | | |
| 02 | 119 | CR | CT489 | CT445 | | 02 | | | | | |
| 02 | 120 | B | CT160 | CT137 | | 02 | 618 | C | CT201 | CT203 | |
| 02 | 121 | AR | CT114 | | | 02 | 618 | BR | CT378 | CT381 | |
| 02 | 122 | BR | CT819 | CT816 | | 02 | 619 | CR | CT207 | CT209 | |
| 02 | 123 | A | CT323 | | | 02 | 620 | B | CT176 | CT178 | |
| 02 | 124 | AR | CT499 | | | 02 | 621 | AR | CT434 | | |
| 02 | 126 | AR | CT188 | | | 02 | 622 | BR | CT368 | CT389 | |
| 02 | 128 | A | CT690 | | | 02 | 623 | A | CT567 | | |
| 02 | 127 | BR | CTT218 | CTT229 | | 02 | 624 | AR | CT260 | | |
| 02 | 128 | AR | CT607 | | | 02 | 625 | AR | CT138 | | |
| 02 | 129 | B | CT428 | CT447 | | 02 | 626 | A | CT579 | | |
| 02 | 130 | CR | CT148 | CT147 | | 02 | 627 | BR | CT561 | CT563 | |
| 02 | 131 | BR | CT460 | CT360 | | 02 | 628 | AR | CT484 | | |
| 02 | 133 | C | CT821 | CT824 | | 02 | 629 | B | CT271 | CT360 | |
| | | | | | | 02 | 630 | CR | CT807 | CT599 | |
| | | | | | | 02 | 631 | BR | CT518 | CT528 | |
| | | | | | | 02 | 633 | C | CTT216 | CTT215 | |
| 02 | 218 | C | CT289 | CT390 | | 02 | | | | | |
| 02 | 218 | BR | CT803 | CT806 | | 02 | | | | | |
| 02 | 219 | CR | CTT125 | CTT126 | | 02 | 718 | C | CT598 | CT611 | |
| 02 | 220 | B | CT531 | CT689 | | 02 | 718 | BR | CT806 | CT610 | |
| 02 | 221 | AR | CT808 | | | 02 | 719 | CR | CT463 | CT485 | |
| 02 | 222 | BR | CT671 | CT673 | | 02 | 720 | B | CT467 | CT489 | |
| 02 | 223 | A | CT134 | | | 02 | 721 | AR | CT140 | | |
| 02 | 224 | AR | CT874 | | | 02 | 722 | BR | CT153 | CT155 | |
| 02 | 225 | AR | CT108 | | | 02 | 723 | A | CT525 | | |
| 02 | 226 | A | CT184 | | | 02 | 724 | AR | CT555 | | |
| 02 | 227 | BR | CTT121 | CTT121 | | 02 | 725 | AR | CT139 | | |
| 02 | 228 | AR | CT510 | | | 02 | 726 | A | CT484 | | |
| 02 | 229 | B | CTT217 | CTT217 | | 02 | 727 | BR | CTT211 | CTT211 | |
| 02 | 230 | CR | CT811 | CT813 | | 02 | 728 | AR | CT467 | | |
| 02 | 231 | BR | CTT123 | CTT123 | | 02 | 729 | B | CTT129 | CTT129 | |
| 02 | 233 | C | CTT109 | CTT109 | | 02 | 730 | CR | CT148 | CT151 | |
| | | | | | | 02 | 731 | BR | CT568 | CT580 | |
| | | | | | | 02 | 733 | C | CT562 | CT564 | |
| 02 | 318 | C | CT186 | CT188 | | 02 | | | | | |
| 02 | 318 | BR | CT167 | CT409 | | 02 | | | | | |
| 02 | 319 | CR | CT431 | CT433 | | 02 | 818 | C | CT576 | CT577 | |
| 02 | 320 | B | CT372 | CT376 | | 02 | 818 | BR | CT602 | CT604 | |
| 02 | 321 | AR | CT647 | | | 02 | 819 | CR | CT110 | CT112 | |
| 02 | 322 | BR | CT358 | CT358 | | 02 | 820 | B | CT479 | CT481 | |
| 02 | 323 | A | CT130 | | | 02 | 821 | AR | CT483 | | |
| 02 | 324 | AR | CT480 | | | 02 | 822 | BR | CT303 | CT301 | |
| 02 | 325 | AR | CT424 | | | 02 | 823 | A | CT136 | | |
| 02 | 326 | A | CT368 | | | 02 | 824 | AR | CT601 | | |
| 02 | 327 | BR | CTT225 | CTT225 | | 02 | 825 | AR | CT442 | | |
| 02 | 328 | AR | CT377 | | | 02 | 826 | A | CT486 | | |
| 02 | 329 | B | CT539 | CT849 | | 02 | 827 | BR | CT243 | CT248 | |
| 02 | 330 | CR | CT363 | CT280 | | 02 | 828 | AR | CT482 | | |
| 02 | 331 | BR | CT427 | CT429 | | 02 | 829 | B | CT869 | CT691 | |
| 02 | 333 | C | CTT113 | CTT113 | | 02 | 830 | CR | CT180 | CT182 | |
| | | | | | | 02 | 831 | BR | CT349 | CT351 | |
| | | | | | | 02 | 833 | C | CT238 | CT241 | |

UNIT IDENTIFICATION AND TABULATION SUMMARY

| UNIT | NO. | ELEMENT | PARKING STALL NO. | | | UNIT | NO. | ELEMENT | PARKING STALL NO. | | |
|--------|------|---------|-------------------|-----------|-----------|------|-----|---------|-------------------|-----------|-----------|
| | | | SPACE #1A | SPACE #2A | SPACE #3A | | | | SPACE #1A | SPACE #2A | SPACE #3A |
| CS | 916 | C | CT491 | CT493 | | ES | 132 | C | ET483 | PM58 | |
| CS | 918 | BR | CT475 | CT477 | | ES | 134 | A | ET365 | | |
| CS | 919 | CR | CTT115 | CTT116 | | EN | 135 | CR | ET416 | ET421 | |
| CS | 920 | B | CT252 | CT254 | | ES | 138 | AR | ET114 | | |
| CS | 921 | AR | CT535 | | | EN | 137 | B | ET409 | ET488 | |
| CS | 922 | BR | CT391 | CT393 | | ES | 138 | A | ET107 | | |
| CS | 923 | A | CT537 | | | EN | 139 | BR | ET201 | PM75 | |
| CS | 924 | AR | CT354 | | | ES | 140 | B | ET110 | ET112 | |
| CS | 925 | AR | CT321 | | | EN | 141 | B | ET470 | PM77 | |
| CS | 926 | A | CT163 | | | ES | 142 | BR | ET475 | ET477 | |
| CS | 927 | BR | CT541 | CT552 | | EN | 143 | A | ET316 | | |
| CS | 928 | AR | CT567 | | | ES | 144 | B | ET471 | ET481.5 | |
| CS | 929 | B | CTT227 | CTT227 | | EN | 145 | AR | ET449 | | |
| CS | 930 | CR | CT159 | CT161 | | ES | 146 | CR | ET507 | ET513 | |
| CS | 931 | BR | CTT111 | CTT111 | | EN | 147 | A | ET223 | | |
| CS | 933 | C | CT536 | CT533 | | EN | 149 | C | ET214 | PM74 | |
| CS | 1016 | C | CT360 | CT364 | | ES | 232 | C | ET474 | ET476 | |
| CS | 1018 | BR | CT368 | CT482 | | ES | 234 | A | ET523 | | |
| CS | 1019 | CR | CT454 | CT458 | | EN | 235 | CR | ET433.5 | PM73 | |
| CS | 1020 | B | CT366 | CT397 | | ES | 236 | AR | ET279 | | |
| CS | 1021 | AR | CT438 | | | EN | 237 | B | ET426 | ET481 | |
| CS | 1022 | BR | CT156 | CT158 | | ES | 238 | A | ET499 | | |
| CS | 1023 | A | CT132 | | | EN | 239 | BR | ET347 | PM72 | |
| CS | 1024 | AR | CT621 | | | ES | 240 | B | ET515 | PM59 | |
| CS | 1026 | AR | CT640 | | | EN | 241 | B | ET432 | ET440 | |
| CS | 1028 | A | CT385 | | | ES | 242 | BR | ET509 | ET493 | |
| CS | 1027 | BR | CTT237 | CTT237 | | EN | 243 | A | ET237 | | |
| CS | 1028 | AR | CT402 | | | ES | 244 | B | ET248 | PM60 | |
| CS | 1029 | B | CT356 | CT367 | | EN | 245 | AR | ET443 | | |
| CS | 1030 | CR | CT598 | CT600 | | ES | 246 | CR | ET281 | PM61 | |
| CS | 1031 | BR | CTT223 | CTT223 | | EN | 247 | A | ET408 | | |
| CS | 1033 | C | CTT133 | CTT133 | | EN | 249 | C | ET315 | CT217 | |
| CS | 1118 | C | CT488 | CT472 | | ES | 332 | C | ET387 | ET389 | |
| CS | 1118 | BR | CT380 | CT384 | | ES | 334 | A | ET129 | | |
| CS | 1119 | CR | CT423 | CT421 | | EN | 335 | CR | ET383 | ET466 | |
| CS | 1120 | B | CT404 | CT408 | | ES | 336 | AR | ET472 | | |
| CS | 1121 | AR | CT448 | | | EN | 337 | B | ET429 | ET422 | |
| CS | 1122 | BR | CT581 | CT572 | | ES | 338 | A | ET399 | | |
| CS | 1123 | A | CT538 | | | EN | 339 | BR | ET391 | PM71 | |
| CS | 1124 | AR | CT567 | | | ES | 340 | B | ET102 | ET104 | |
| CS | 1125 | AR | CT548 | | | EN | 341 | B | ET408 | ET271 | |
| CS | 1126 | A | CT403 | | | ES | 342 | BR | ET481 | ET346 | |
| CS | 1127 | BR | CT415 | CT557 | | EN | 343 | A | ET469 | | |
| CS | 1128 | AR | CT580 | | | ES | 344 | B | ET111 | ET115 | |
| CS | 1129 | B | CT527 | CT529 | | EN | 345 | AR | ET306 | | |
| CS | 1130 | CR | CT172 | CT174 | | ES | 346 | CR | ET383 | PM62 | |
| CS | 1131 | BR | CT443 | CT425 | | EN | 347 | A | ET418 | | |
| CS | 1133 | C | CT247 | CT249 | | EN | 349 | C | ET411 | ET283 | |
| CS | 9101 | HR | CT395 | | | ES | 432 | C | ET289.5 | ET381 | |
| CS | 9102 | H | CT397 | | | ES | 434 | A | ET501 | | |
| CS | 9103 | HR | CT398 | | | EN | 435 | CR | ET447 | ET139 | |
| CS | 9104 | H | CT311 | | | ES | 436 | AR | ET526 | | |
| CS | 9105 | HR | CT313 | | | EN | 437 | B | ET319 | ET321 | |
| CS | 9106 | H | CT316 | | | ES | 438 | A | ET485 | | |
| CS | 9107 | HR | CT317 | | | EN | 439 | BR | PM66 | CT316 | |
| CS | 9108 | H | CT319 | | | ES | 440 | B | ET379 | ET531 | |
| CS | 9109 | HR | CT320 | | | EN | 441 | B | ET438 | CT385 | |
| CS | 9110 | H | CT353 | | | ES | 442 | BR | PM278 | | |
| CS | 9201 | HR | CT411 | | | EN | 443 | A | ET482 | | |
| CS | 9202 | H | CT343 | | | ES | 444 | B | ET344 | PM63 | |
| CS | 9203 | HR | CT325 | | | EN | 445 | AR | ET481 | | |
| CS | 9204 | H | CT327 | | | ES | 446 | CR | ET354 | CT356 | |
| CS | 9205 | HR | CT328 | | | EN | 447 | A | ET453 | | |
| CS | 9206 | H | CT347 | | | ES | 448 | C | ET384 | ET402 | |
| CS | 9207 | HR | CT329 | | | EN | 449 | A | ET430 | ET342 | |
| CS | 9208 | H | CT331 | | | ES | 534 | A | ET460 | | |
| CS | 9209 | HR | CT333 | | | EN | 535 | CR | ET414 | ET416 | |
| CS | 9210 | H | CT481 | | | ES | 536 | AR | ET485 | | |
| CS | 9301 | HR | CT335 | | | EN | 537 | B | ET217 | ET219 | |
| CS | 9302 | H | CT337 | | | ES | 538 | A | ET497 | | |
| CS | 9303 | HR | CT338 | | | EN | 539 | BR | ET457 | PM70 | |
| CS | 9304 | H | CT339 | | | ES | 540 | B | ET338 | PM64 | |
| CS | 9305 | HR | CT341 | | | EN | 541 | B | ET351 | ET285 | |
| CS | 9306 | H | CT342 | | | ES | 542 | BR | ET149 | PM65 | |
| CS | 9307 | HR | CT324 | | | EN | 543 | A | ET382 | | |
| CS | 9308 | H | CT346 | | | ES | 544 | B | ET397 | PM66 | |
| CS | 9309 | HR | CT348 | | | EN | 545 | AR | ET221 | | |
| CS | 9310 | H | CT329 | | | ES | 546 | CR | ET371 | ET373 | |
| PH L/U | 16 | FR/GR | CT240 | CT244 | CT248 | EN | 547 | A | ET349 | | |
| PH L/U | 17 | D/E | CT813 | CT515 | | EN | 548 | C | ET487 | PM78 | |
| PH L/U | 18 | DR/ER | CT288 | CT288 | CT284 | ES | 632 | C | ET517 | ET348 | |
| PH L/U | 19 | DR/ER | CT287 | CT288 | CT270 | ES | 634 | A | ET147 | | |
| PH L/U | 20 | D/E | CT173 | CT175 | CT177 | EN | 635 | CR | ET439 | ET441 | |
| PH L/U | 21 | DR/ER | CT251 | CT253 | CT255 | ES | 636 | AR | ET473 | | |
| PH L/U | 22 | F/G | CT257 | CT259 | CT261 | EN | 637 | B | ET291 | ET293 | |
| PH L/U | 23 | F/G | CTT219 | CTT219 | | ES | 638 | A | ET484 | ET528 | |
| PH L/U | 24 | DR/ER | CTT127 | CTT127 | | EN | 639 | BR | ET286 | ET380 | |
| PH L/U | 25 | D/E | CTT231 | CTT231 | | ES | 640 | B | ET358 | ET360 | |
| PH L/U | 26 | DR/ER | CT218 | CT218 | CT222 | EN | 641 | B | ET239 | ET241 | |
| PH L/U | 27 | DR/ER | CT224 | CT226 | CT232 | ES | 642 | BR | ET101 | ET338 | |
| PH L/U | 28 | D/E | CT234 | CT236 | CT238 | EN | 643 | A | ET413 | | |
| PH L/U | 29 | FR/GR | CT141 | CT143 | | ES | 644 | B | ET487 | ET489 | |
| | | | | | | EN | 645 | AR | ET436 | | |
| | | | | | | ES | 646 | 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 |
|------|------|---------|-------------------|-----------------|---------------|
| ES | 732 | C | ET131 | ET283 | |
| ES | 734 | A | ET287 | | |
| EN | 735 | CR | ET320 | ET322 | |
| ES | 736 | AR | ET521 | | |
| EN | 737 | B | ET401 | ET488 | |
| ES | 738 | A | ET383 | | |
| EN | 739 | BR | ET335 | ET337 | |
| ES | 740 | B | ET332 | ET334 | |
| EN | 741 | B | ET407 | ET220 | |
| ES | 742 | BR | ET503 | ET506 | |
| EN | 743 | A | ET318 | | |
| ES | 744 | B | ET359 | ET527 | |
| EN | 746 | AR | ET405 | | |
| ES | 748 | CR | ET375 | ET377 | |
| EN | 747 | A | ET403 | | |
| EN | 749 | C | ET338 | ET341 | |
| ES | 832 | C | ET230 | ET244 | |
| ES | 834 | A | ET103 | | |
| EN | 835 | CR | ET311 | PM68 | |
| ES | 836 | AR | ET301 | | |
| EN | 837 | B | ET323 | ET325 | |
| ES | 838 | A | ET444 | | |
| EN | 839 | BR | ET445 | ET215 | |
| ES | 840 | B | ET458 | ET459 | |
| EN | 841 | B | ET410 | ET412 | |
| ES | 842 | BR | ET141 | ET143 | |
| EN | 843 | A | ET404 | | |
| ES | 844 | B | ET148 | PM68 | |
| EN | 845 | AR | ET481 | | |
| ES | 846 | CR | ET120 | ET122 | |
| EN | 847 | A | ET204 | | |
| EN | 849 | C | ET423 | ET425 | |
| ES | 932 | C | ET108 | ET109 | |
| 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 | ET387 | ET389 | |
| EN | 945 | AR | ET328 | | |
| ES | 946 | CR | ET450 | ET452 | |
| EN | 947 | A | ET253 | | |
| EN | 949 | C | ET428 | ET430 | |
| ES | 1032 | C | ET253 | ET281 | |
| 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 | | |

| UNIT | NO. | ELEMENT | PARKING SPACE #1A | STALL SPACE #2A | NO. SPACE #3A |
|--------|------|---------|-------------------|-----------------|---------------|
| EN | 1137 | B | ET314 | ET395 | |
| ES | 1138 | A | ET442 | | |
| EN | 1139 | BR | ET310 | ET312 | |
| ES | 1140 | B | ET234 | ET338 | |
| EN | 1141 | B | ET427 | ET428 | |
| ES | 1142 | BR | ET119 | ET117 | |
| EN | 1143 | A | ET431 | | |
| ES | 1144 | B | ET448 | ET448 | |
| EN | 1145 | AR | ET313 | | |
| ES | 1146 | CR | ET350 | ET352 | |
| EN | 1147 | A | ET202 | | |
| EN | 1149 | C | ET287 | ET289 | |
| PH L/U | 30 | F/G | ET222 | ET224 | ET228 |
| PH L/U | 31 | DR/ER | ET118 | ET118 | ET133 |
| PH L/U | 32 | O/E | ET238 | ET240 | ET242 |
| PH L/U | 33 | O/E | ET255 | ET257 | ET259 |
| PH L/U | 34 | DR/ER | ET273 | ET275 | ET277 |
| PH L/U | 35 | O/E | ET243 | ET245 | |
| PH L/U | 36 | FR/GR | ET124 | ET128 | GT592 |
| PH L/U | 37 | FR/GR | ET227 | ET229 | |
| PH L/U | 38 | O/E | ET210 | ET212 | |
| PH L/U | 39 | DR/ER | ET209 | ET211 | |
| PH L/U | 40 | O/E | ET208 | ET208 | |
| PH L/U | 41 | O/E | ET233 | ET235 | |
| PH L/U | 42 | DR/ER | ET302 | ET304 | |
| PH L/U | 43 | F/G | ET327 | ET329 | CT286 |

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/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

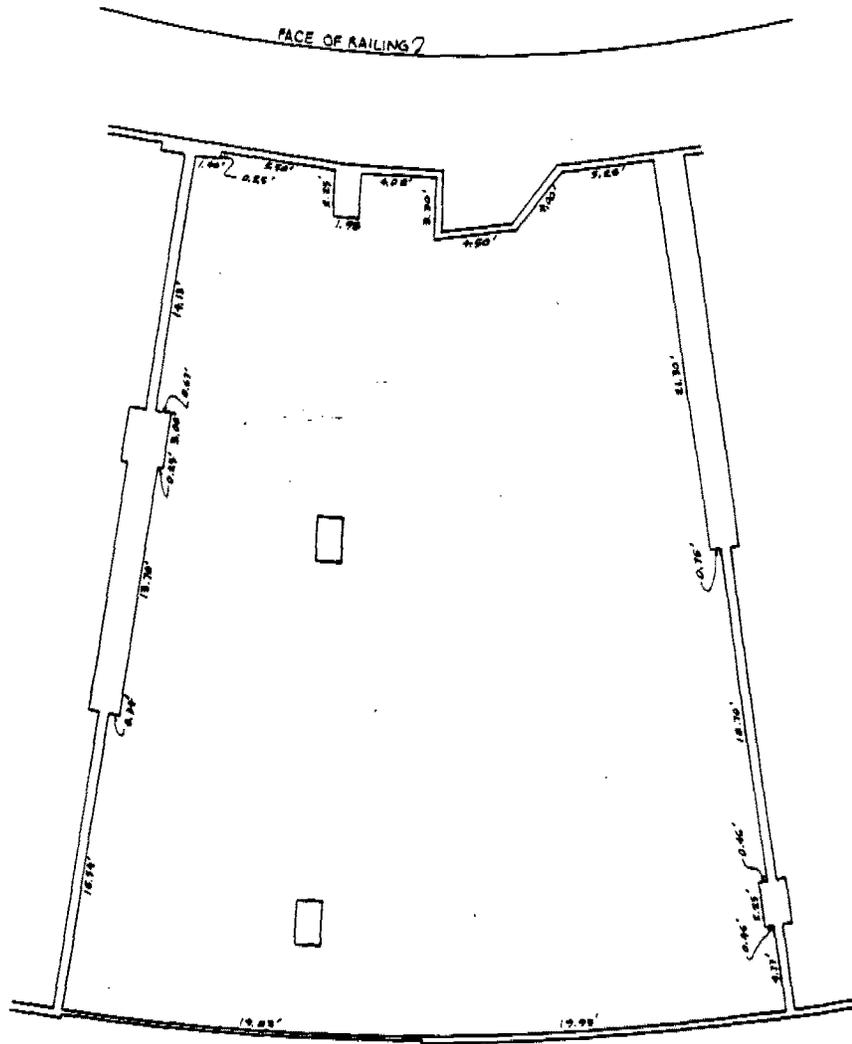
SPACE KEY

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

NOTES

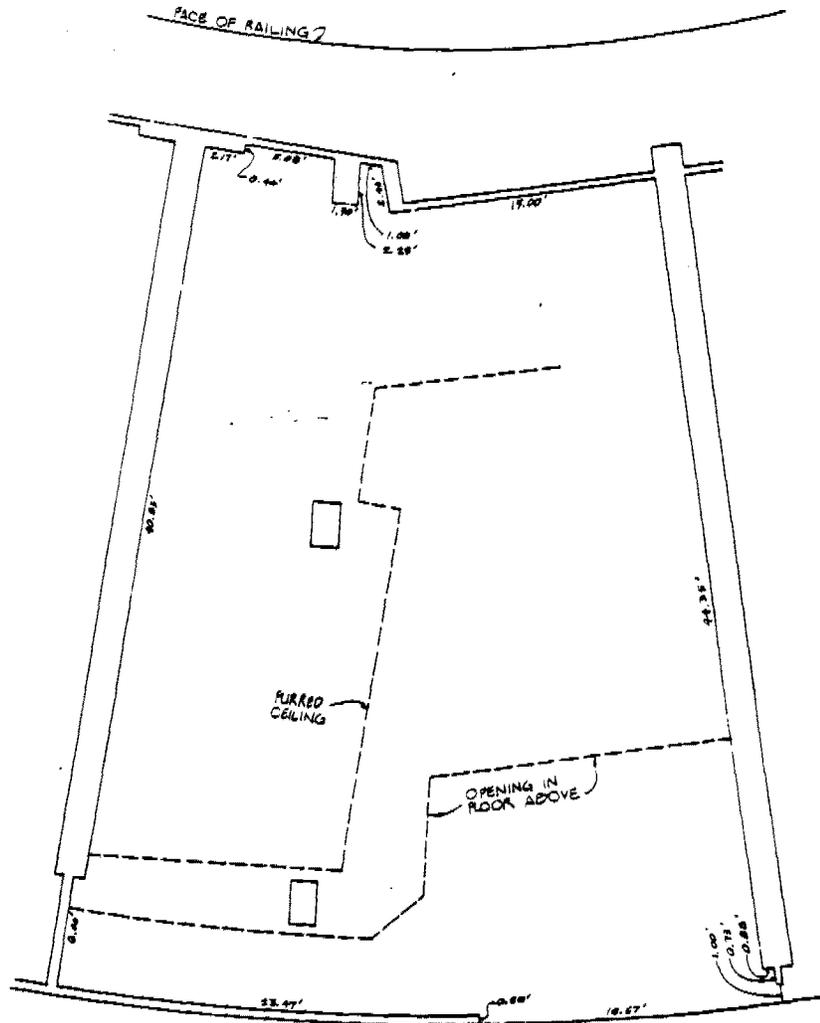
- The following are not part of a unit or parking space:
Bearing walls, columns, vertical supports, horizontal supports, floors, roofs, foundations, beams, patio fence supports, entry court fences and railings, central services, pipes, ducts, flues, chimneys, wires and other utility installations, wherever located, except the ducts thereof when located within a unit.
- In interpreting deed 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 deed 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 deed 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 plans contain herein intentionally omit information with respect to the internal 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 outside holder.
- Parking space numbers are shown and they are not inclusive.
- Parking spaces assigned to the units cannot be sold, exchanged or leased.



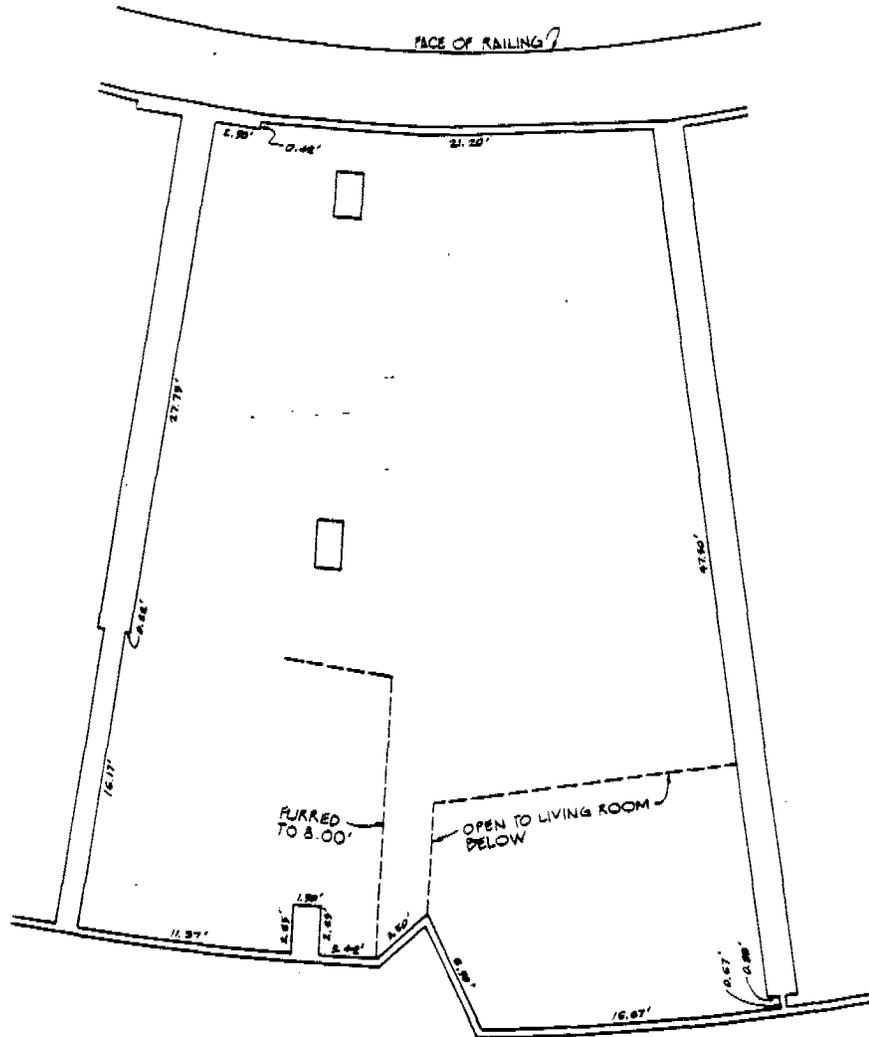
ELEMENT D
TYPICAL TWO BEDROOM APARTMENT
GRAPHIC SCALE: 1" = 4'
0' 2' 4' 6' 12'

DIAGRAMMATIC FLOOR PLANS & ELEMENT DIMENSIONS WERE OBTAINED FROM THE MARINA CITY TOWER AS-BUILT PLANS DATED 9-27-74, 6-10-75, 7-16-75



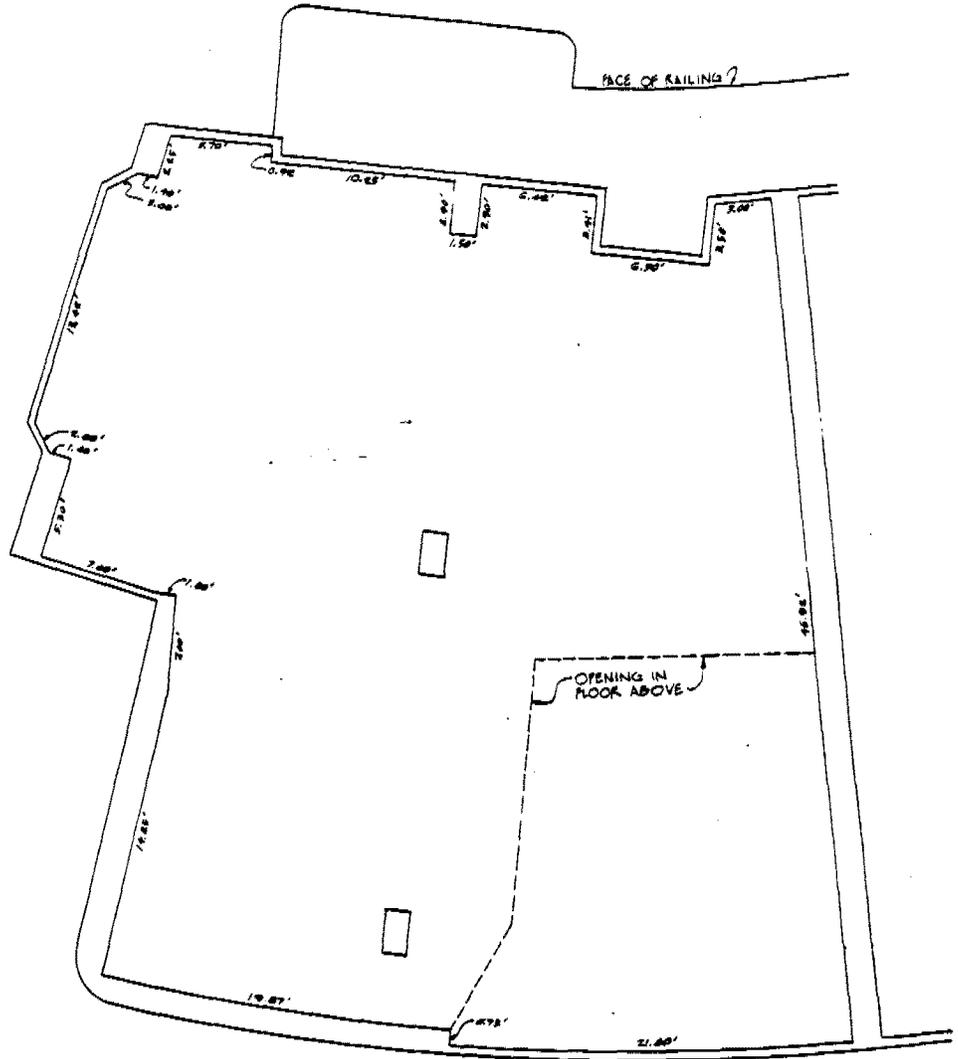
ELEMENT D
TYPICAL THREE BEDROOM PENTHOUSE LOWER LEVEL
GRAPHIC SCALE: 1" = 4'
0' 2' 4' 6' 12'

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.



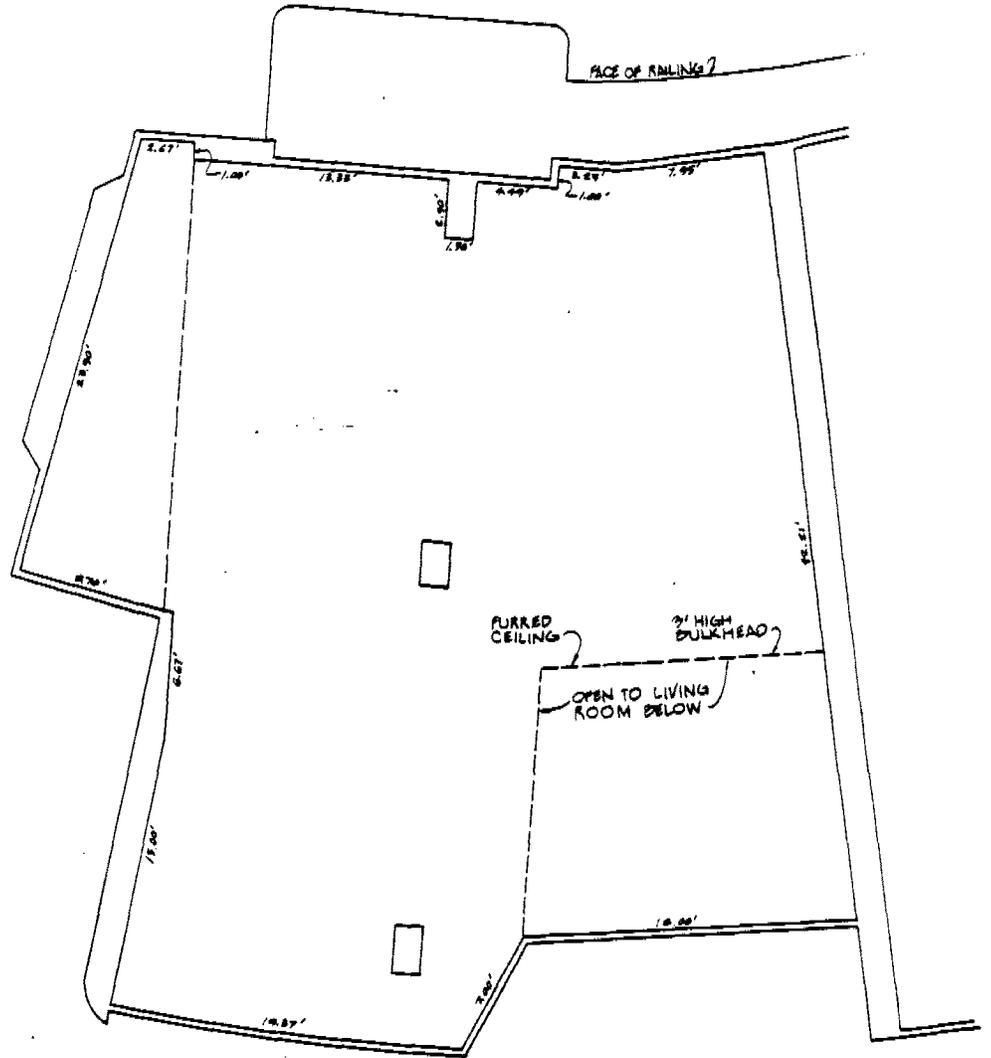
ELEMENT E
TYPICAL THREE BEDROOM PENTHOUSE UPPER LEVEL

GRAPHIC SCALE: 1" = 4'
0' 2' 4' 6' 12'



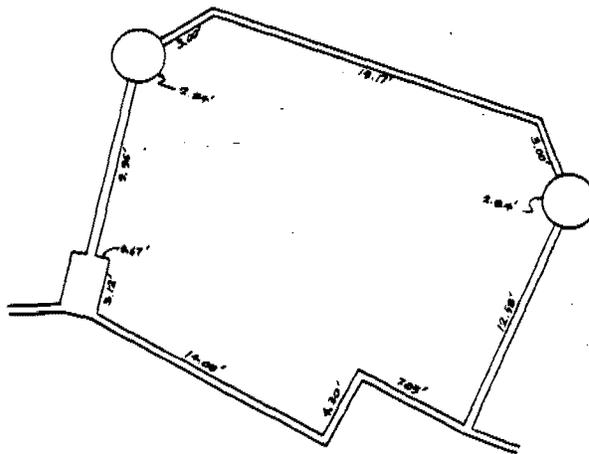
ELEMENT F
TYPICAL FOUR BEDROOM PENTHOUSE LOWER LEVEL
GRAPHIC SCALE: 1" = 4'
0' 2' 4' 8' 12'

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

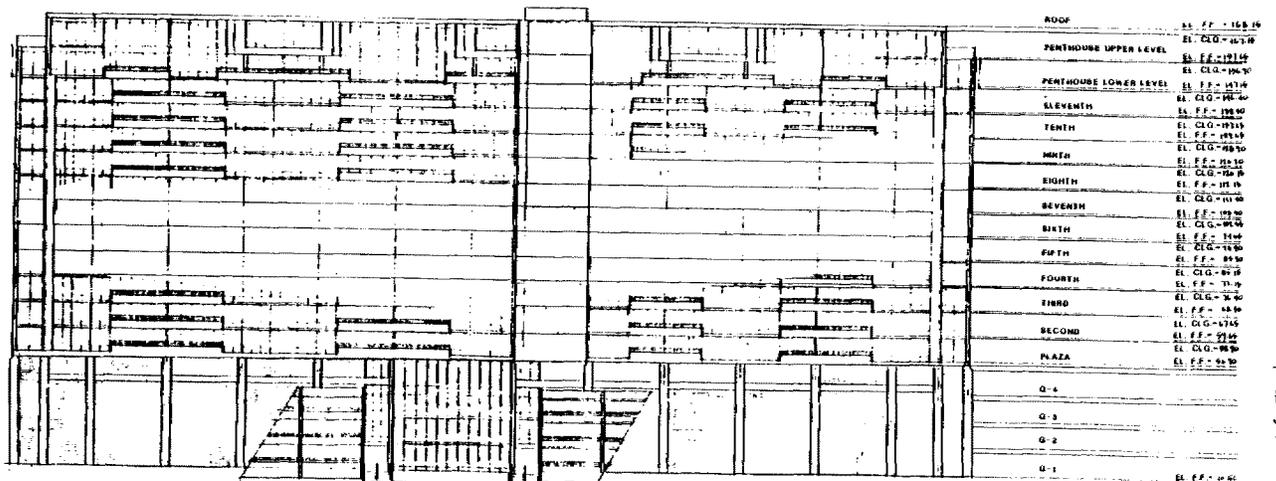
GRAPHIC SCALE: 1" = 4'
0' 2' 4' 8' 12'



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)

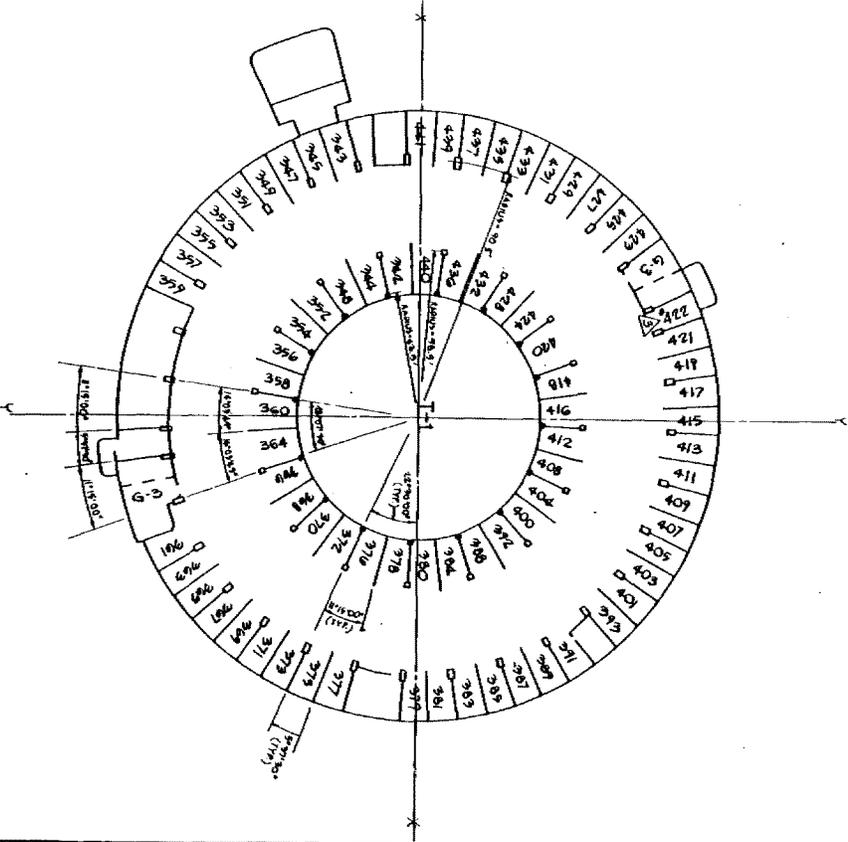
MARINA CITY TOWERS REAL ESTATE IMPROVEMENT APARTMENT PLAN

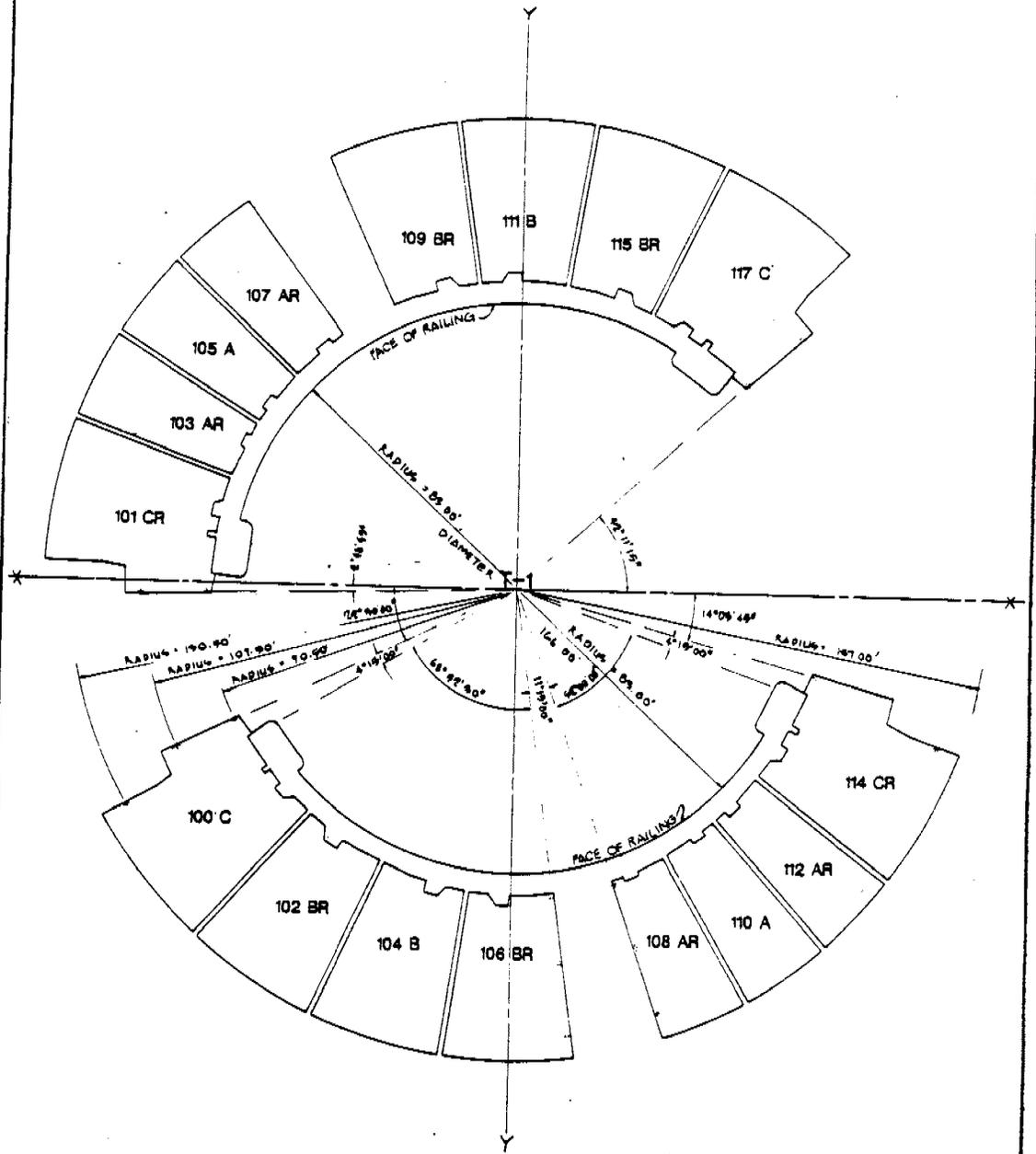


West Tower Elevation
GRAPHIC SCALE: 1" = 20'
0 10' 20' 40' 60' 80'

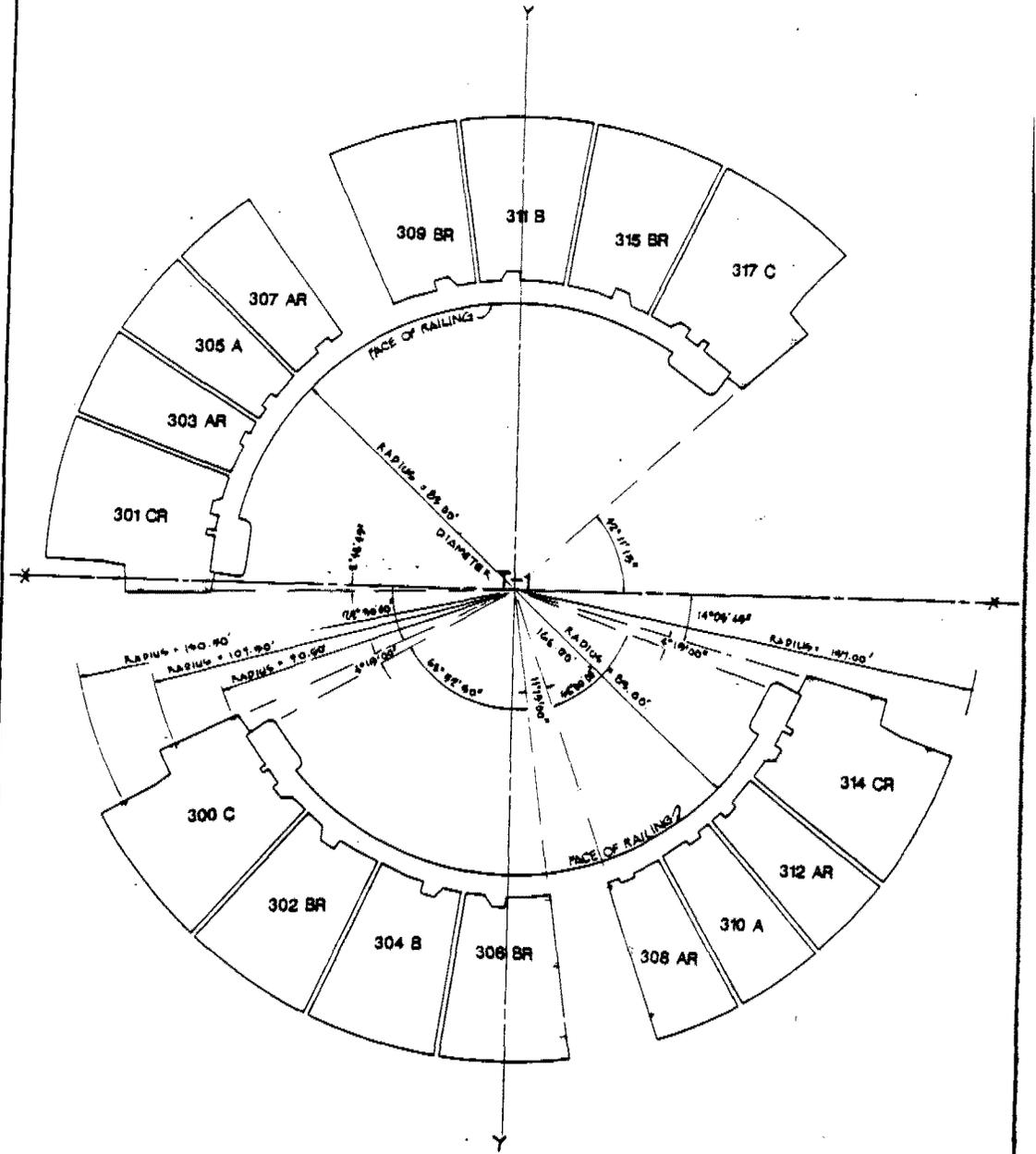
ARCH. S. L. FINE
 1400 E. SUPERIOR ST. CHICAGO, ILL. 60605

1000 E. SUPERIOR ST. CHICAGO, ILL. 60605

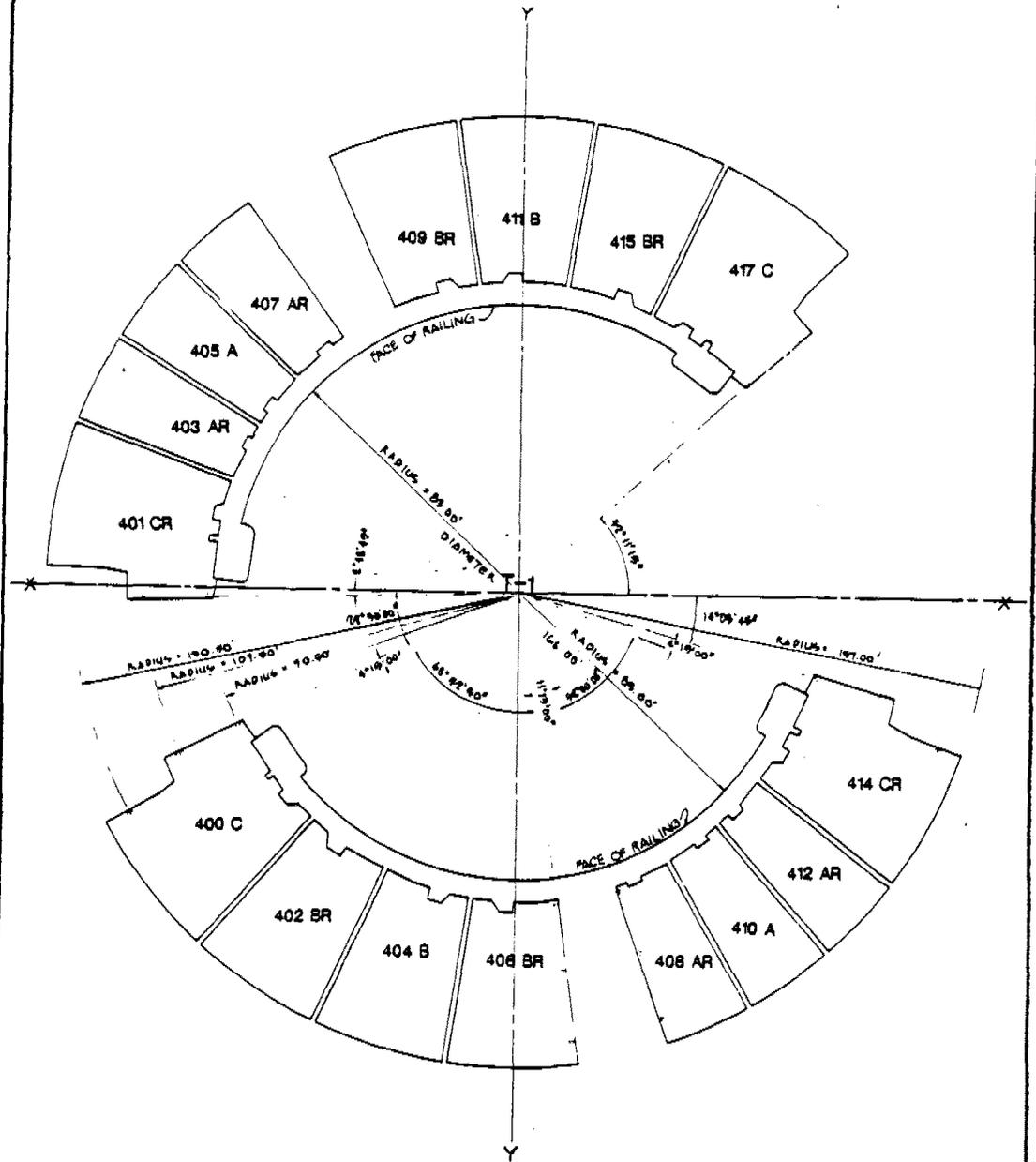




WEST TOWER
 PLAZA LEVEL
 GRAPHIC SCALE: 1" = 20'
 0' 10' 20' 40' 60' 80'

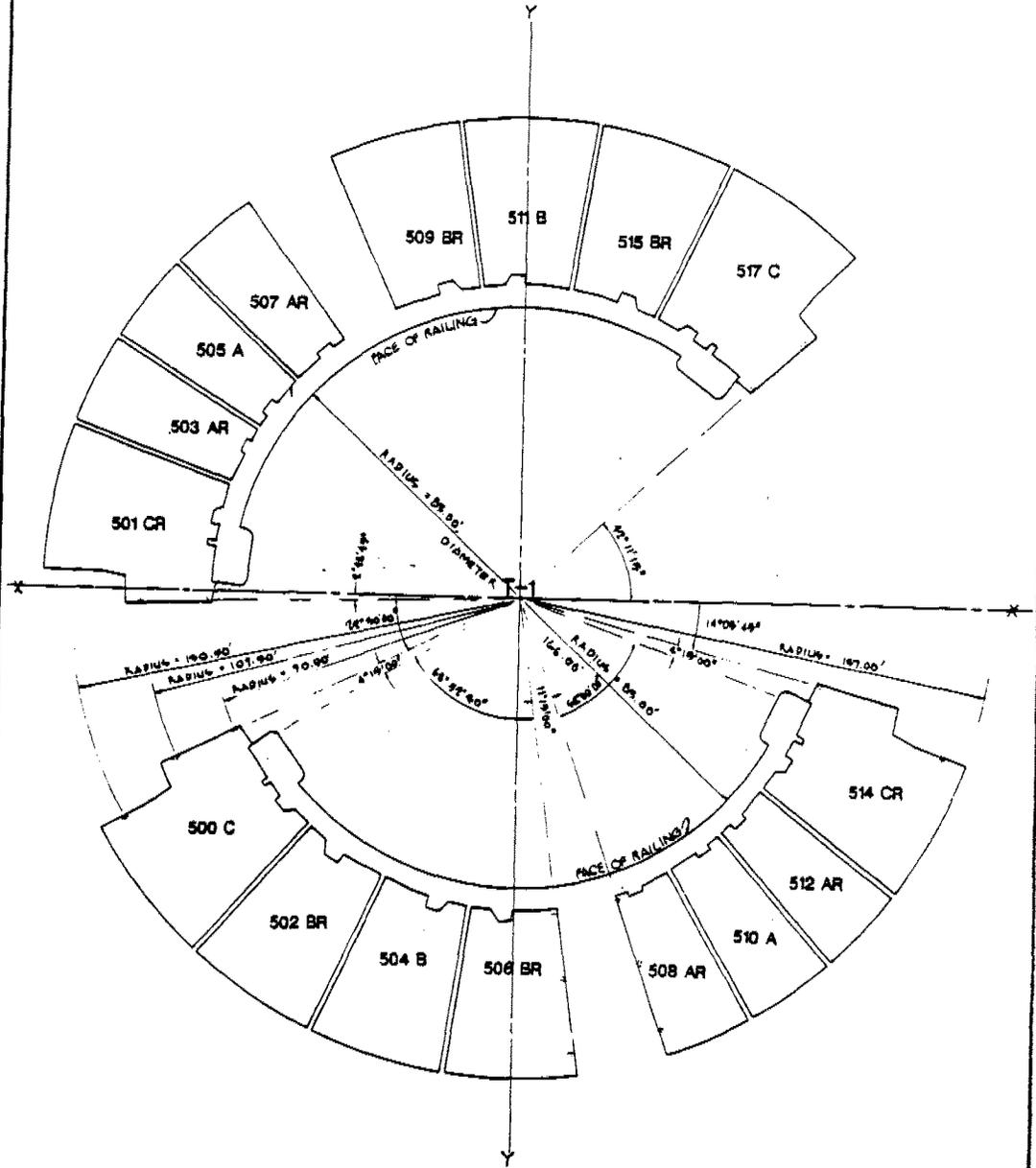


WEST TOWER
THIRD FLOOR
GRAPHIC SCALE: 1"=20'
0' 10' 20' 40' 60' 80'

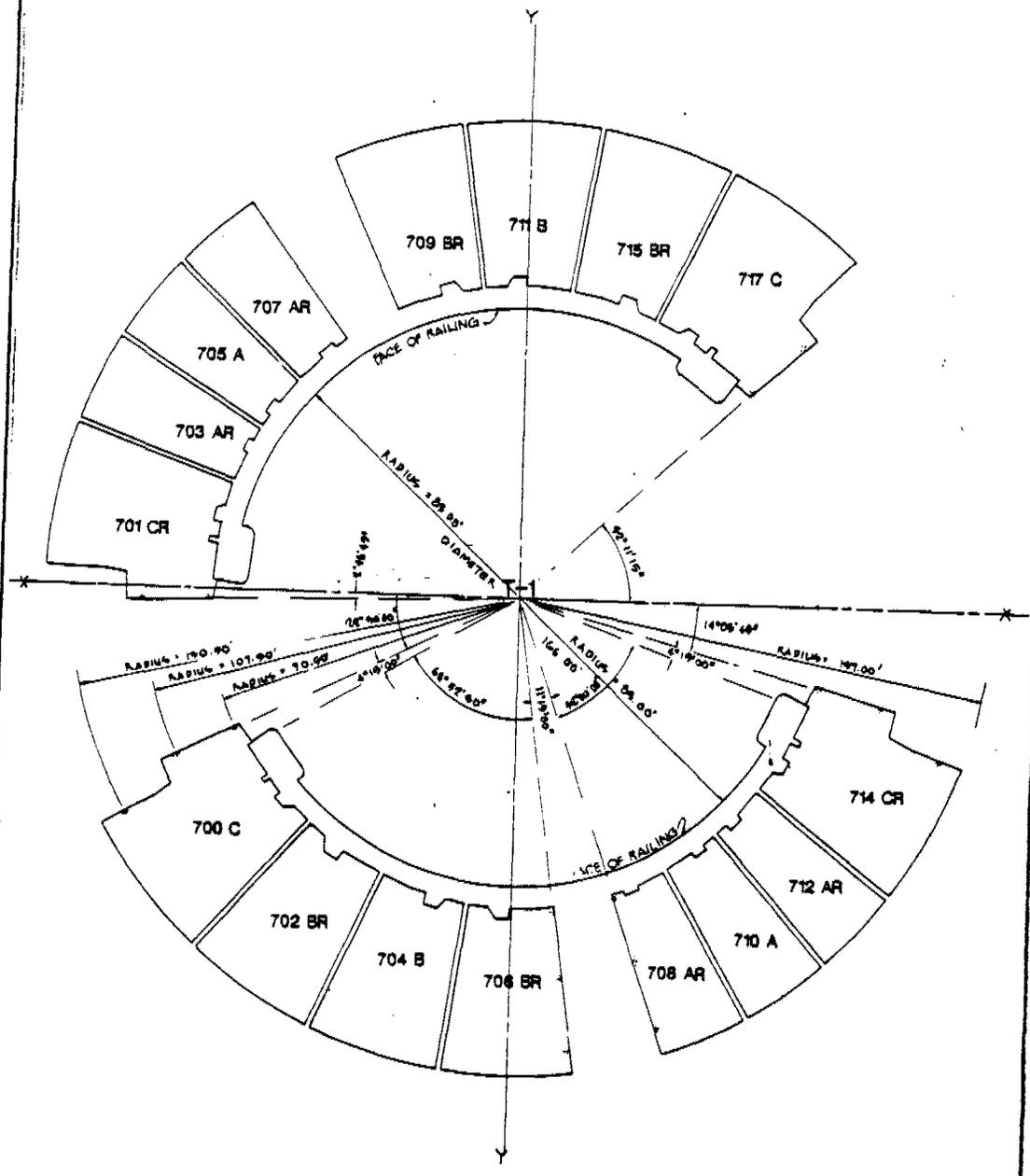


WEST TOWER
FOURTH FLOOR

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

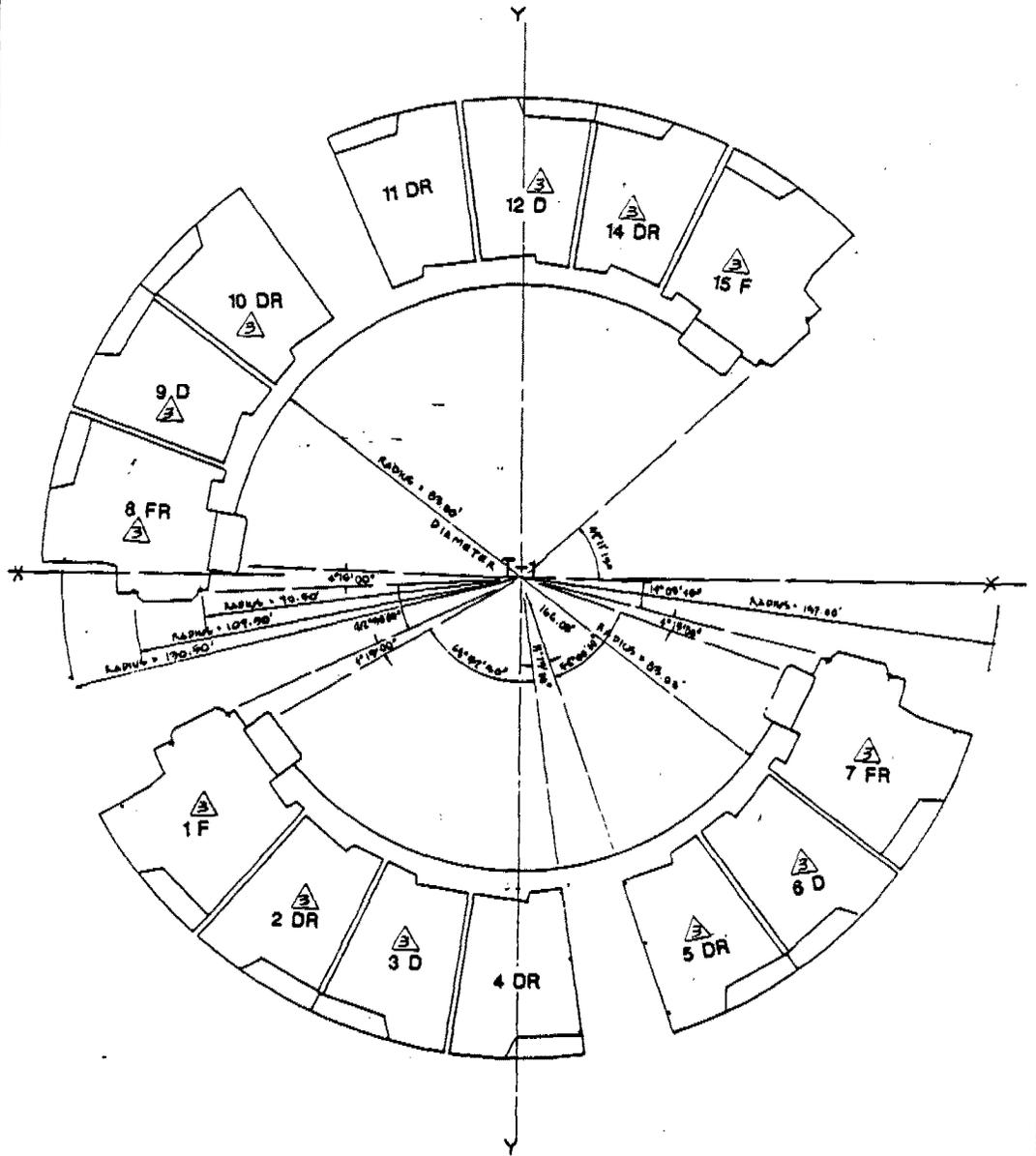


WEST TOWER
FIFTH FLOOR
GRAPHIC SCALE: 1"=20'
0' 10' 20' 40' 60' 80'



**WEST TOWER
SEVENTH FLOOR**

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



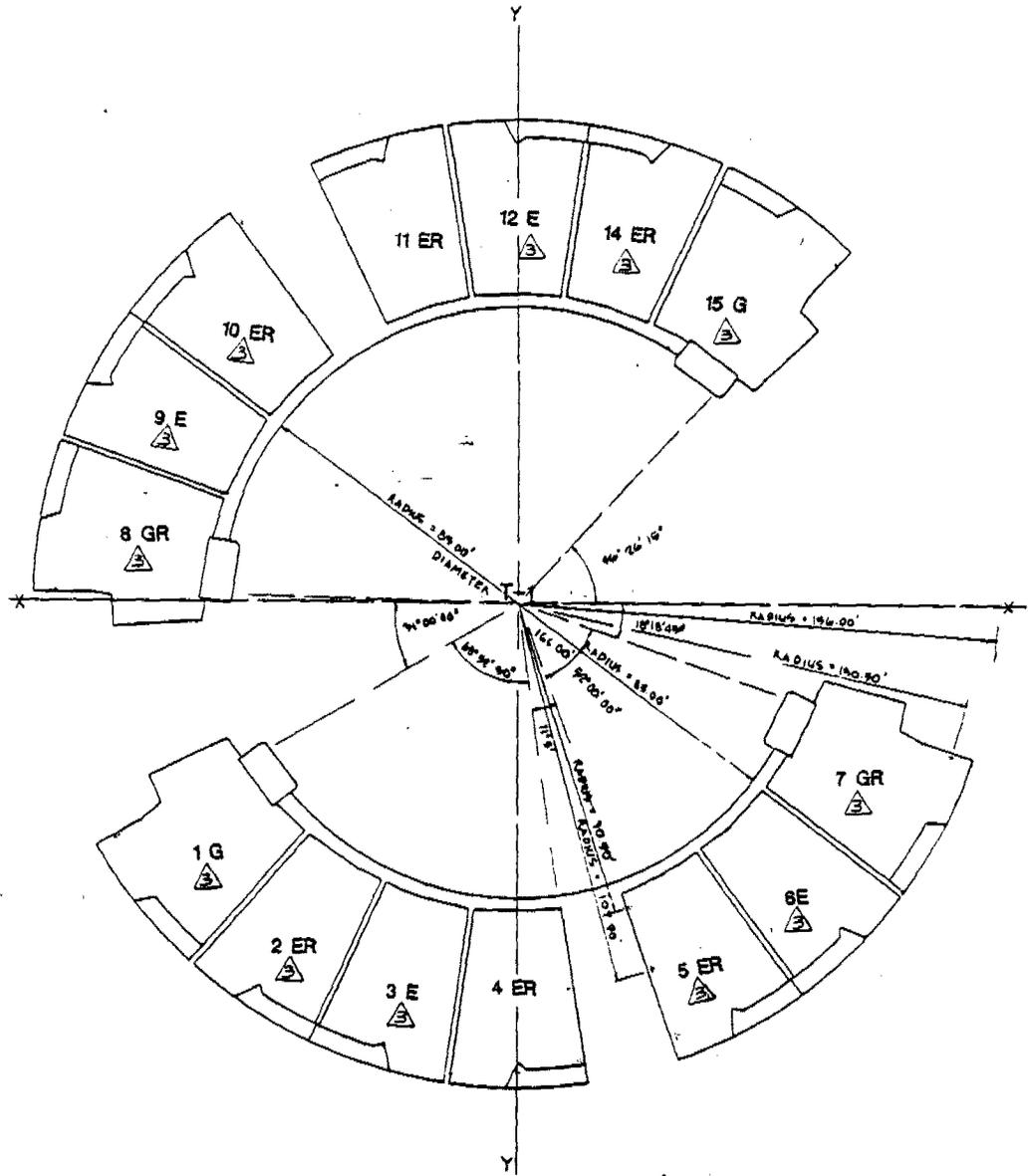
WEST TOWER

PENTHOUSE LOWER LEVEL

GRAPHIC SCALE: 1" = 20'

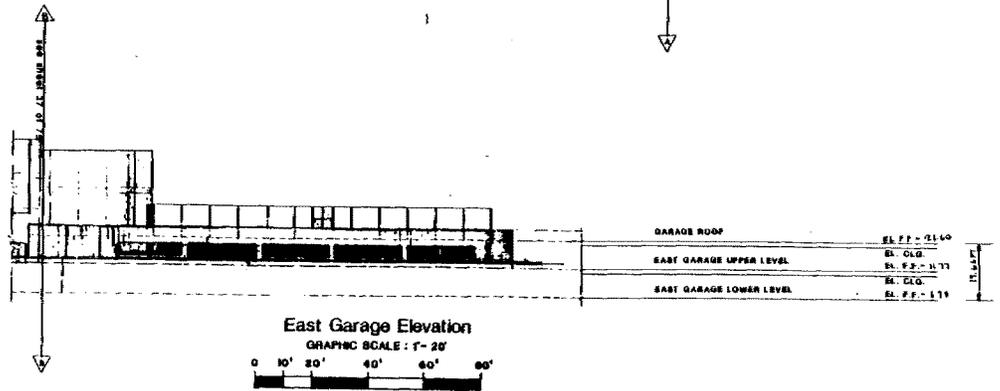
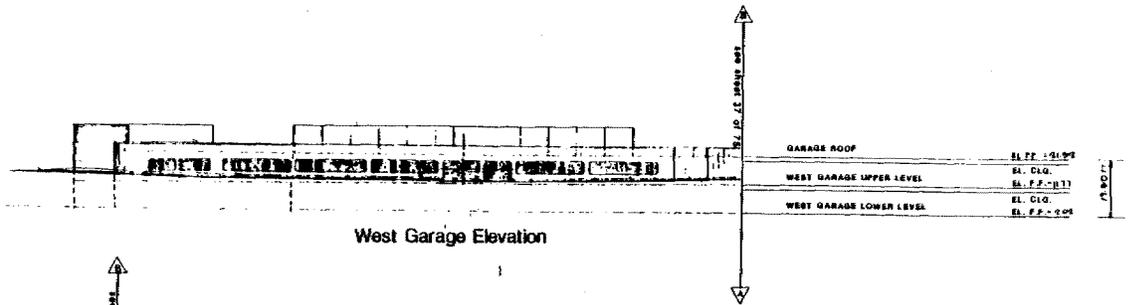
0' 10' 20' 40' 60' 80'

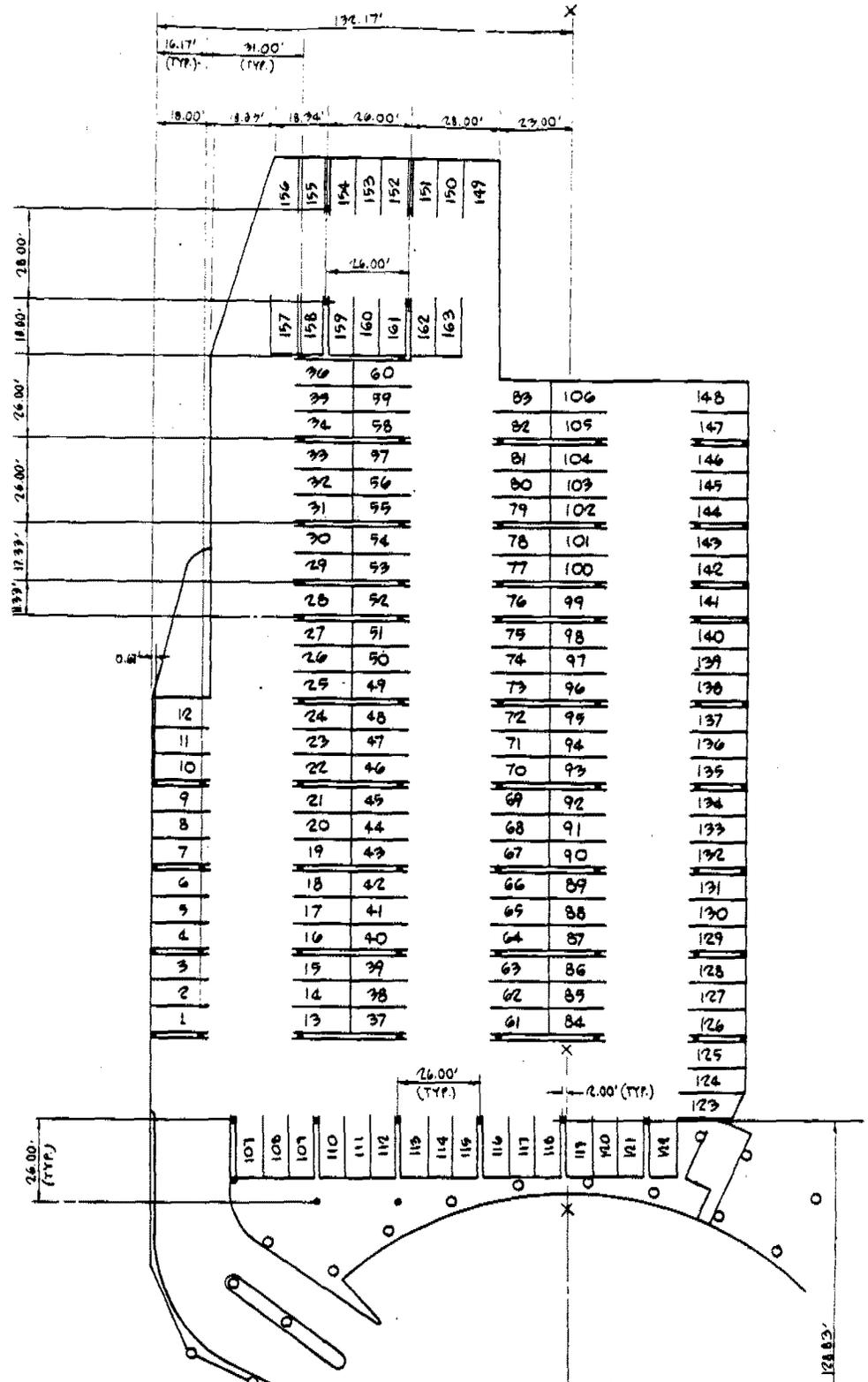




WEST TOWER
PENTHOUSE UPPER LEVEL
GRAPHIC SCALE: 1"=20'
0' 10' 20' 40' 60' 80'

MARINA CITY TOWERS
 REAL ESTATE IMPROVEMENT APARTMENT PLAN

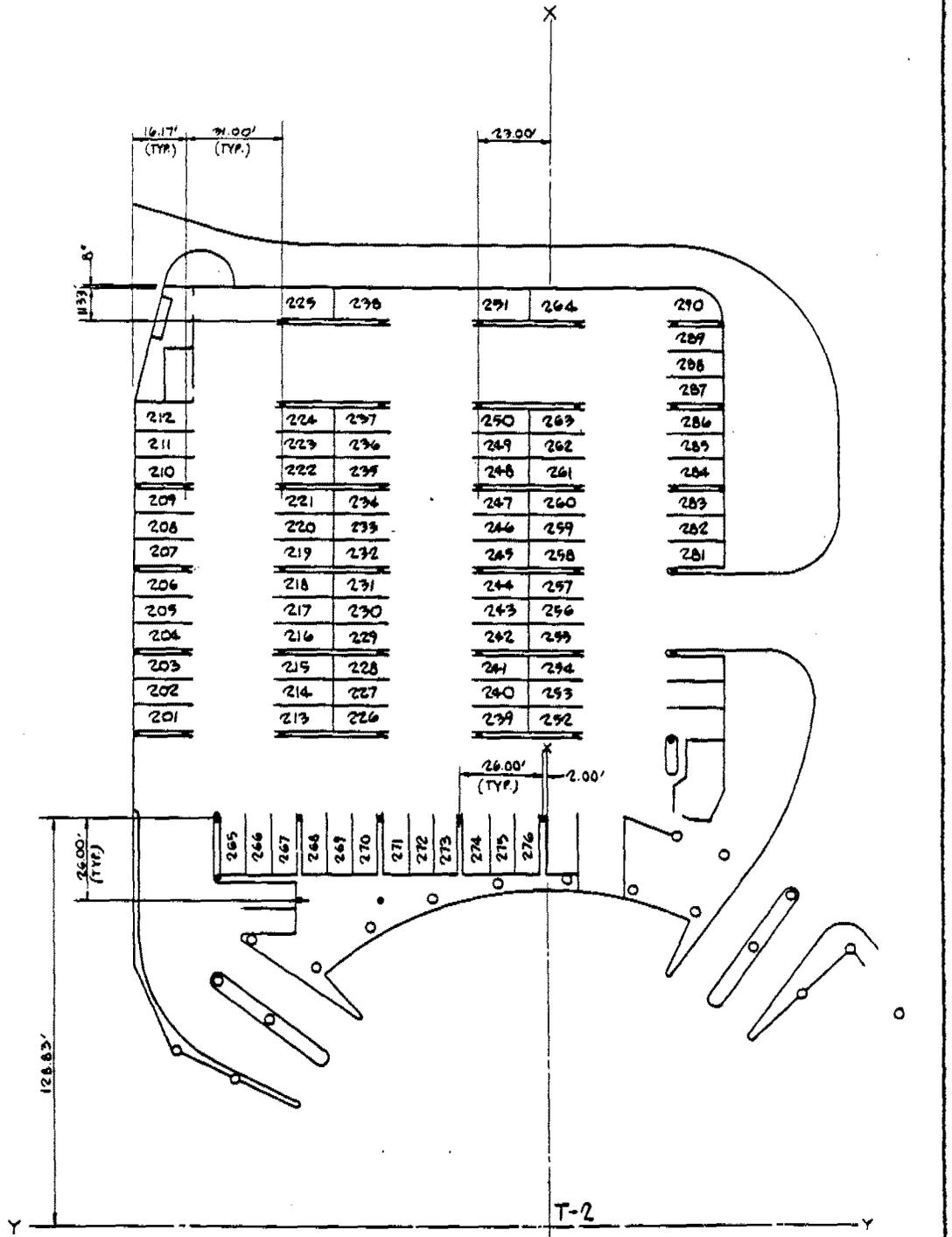




EAST GARAGE LOWER LEVEL
 PARKING SPACES #1-163
 GRAPHIC SCALE: 1"=20'
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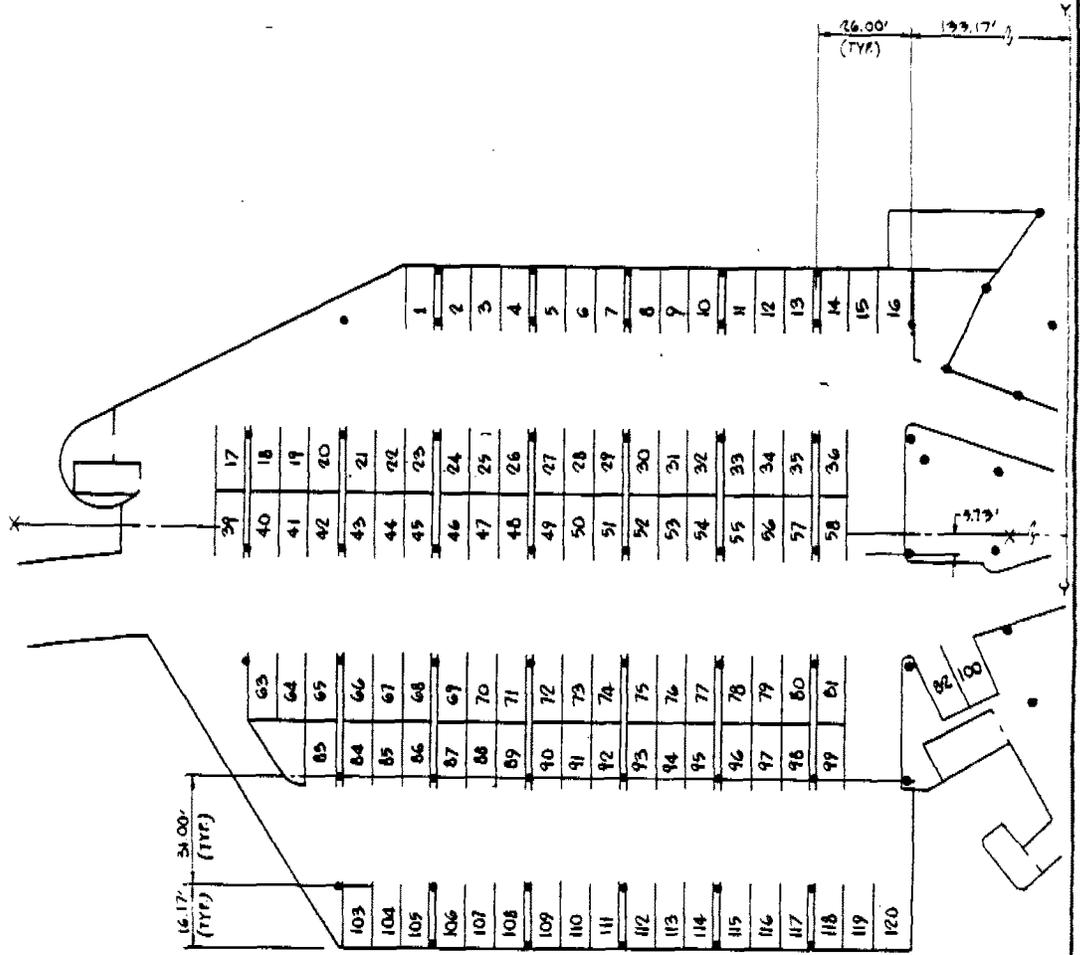
THESE PARKING SPACES ARE
 NOT ASSIGNED TO ANY UNIT.

T-2



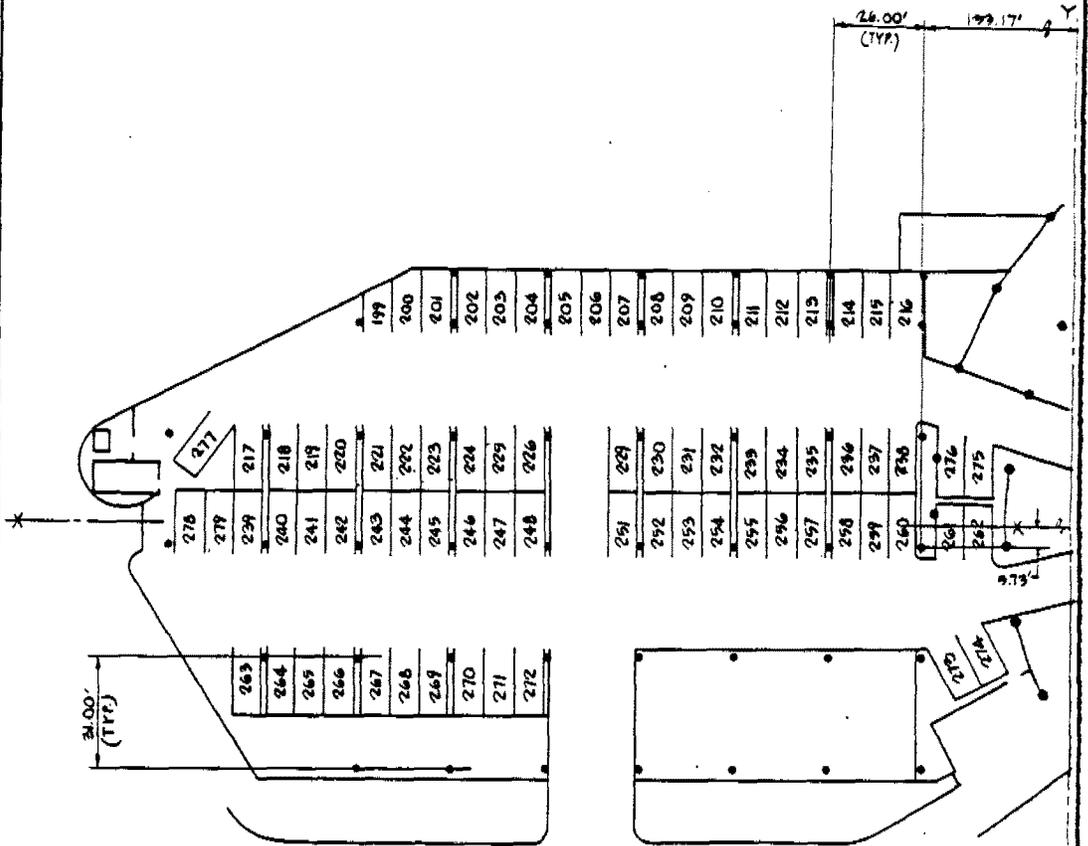
EAST GARAGE UPPER LEVEL
 PARKING SPACES # 201 - 290
 GRAPHIC SCALE: 1" = 20'
 0' 10' 20' 40' 60' 80'

THESE PARKING SPACES ARE NOT ASSIGNED TO ANY UNIT.



WEST GARAGE LOWER LEVEL
 PARKING SPACES P1 - 120
 GRAPHIC SCALE: 1" = 20'
 0' 10' 20' 40' 60' 80'

THESE PARKING SPACES ARE
 NOT ASSIGNED TO ANY UNIT.



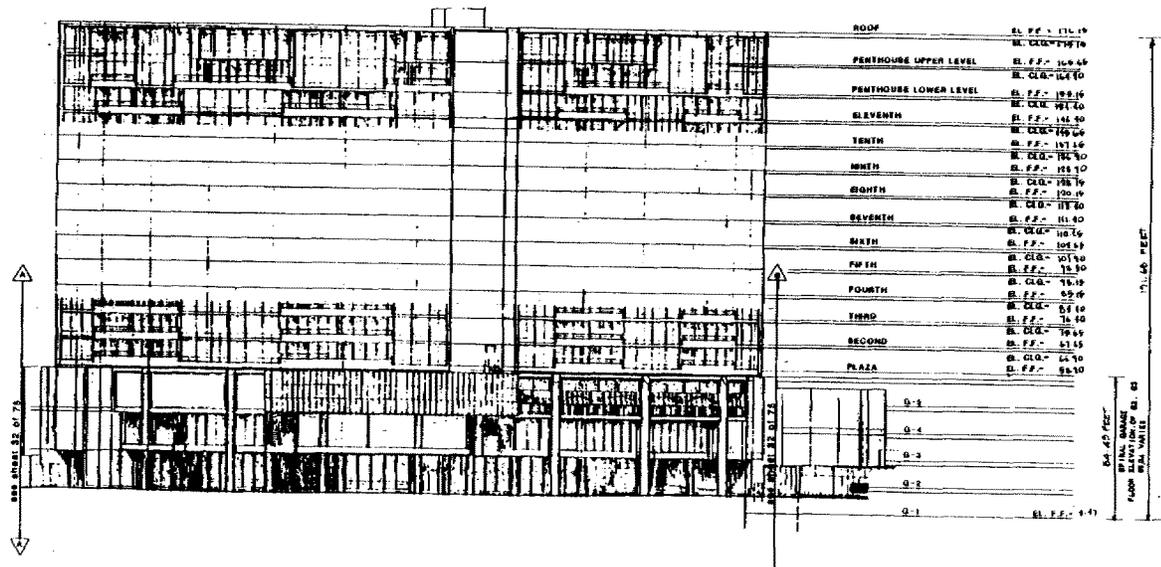
WEST GARAGE UPPER LEVEL

PARKING SPACES #199-279

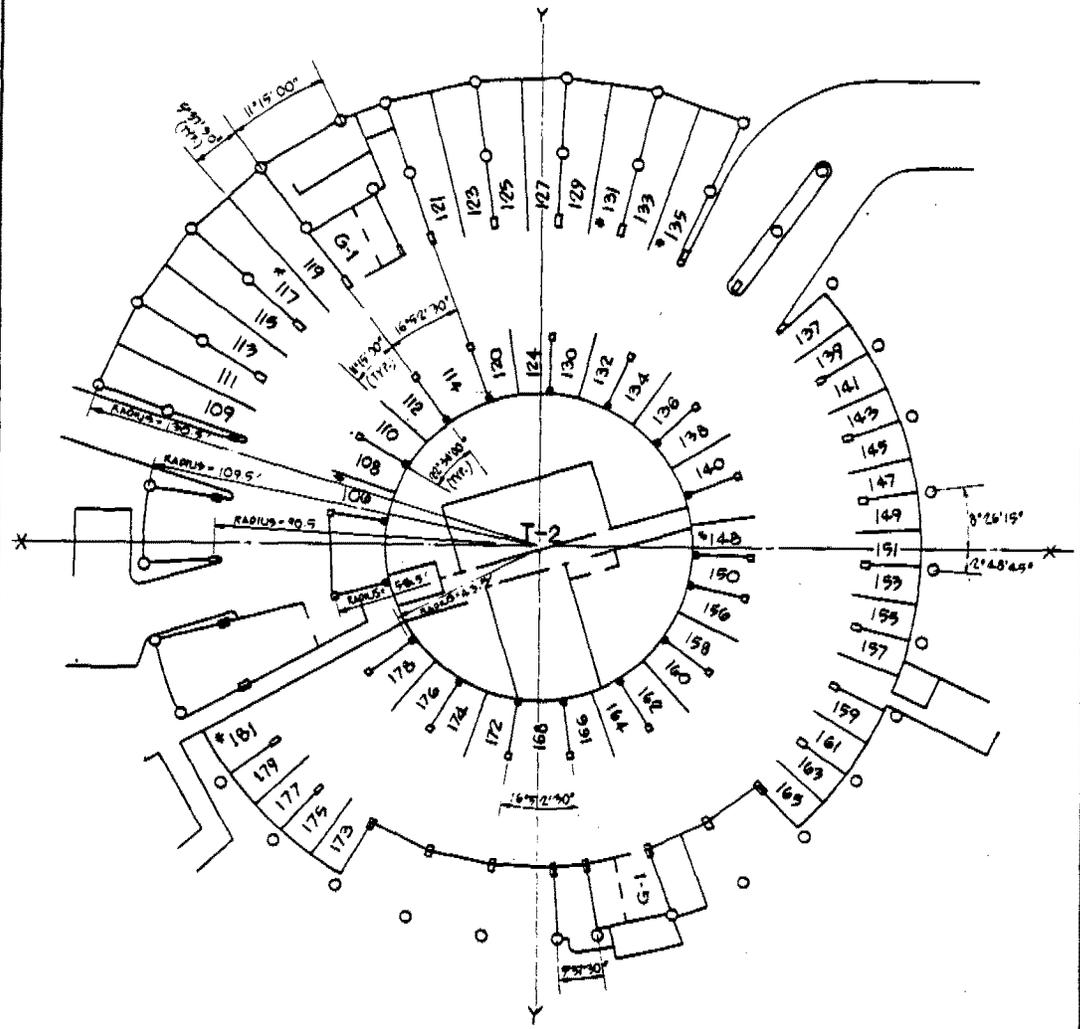
GRAPHIC SCALE: 1"=20'
 0' 10' 20' 40' 60' 80'

THESE PARKING SPACES ARE
 NOT ASSIGNED TO ANY UNIT.

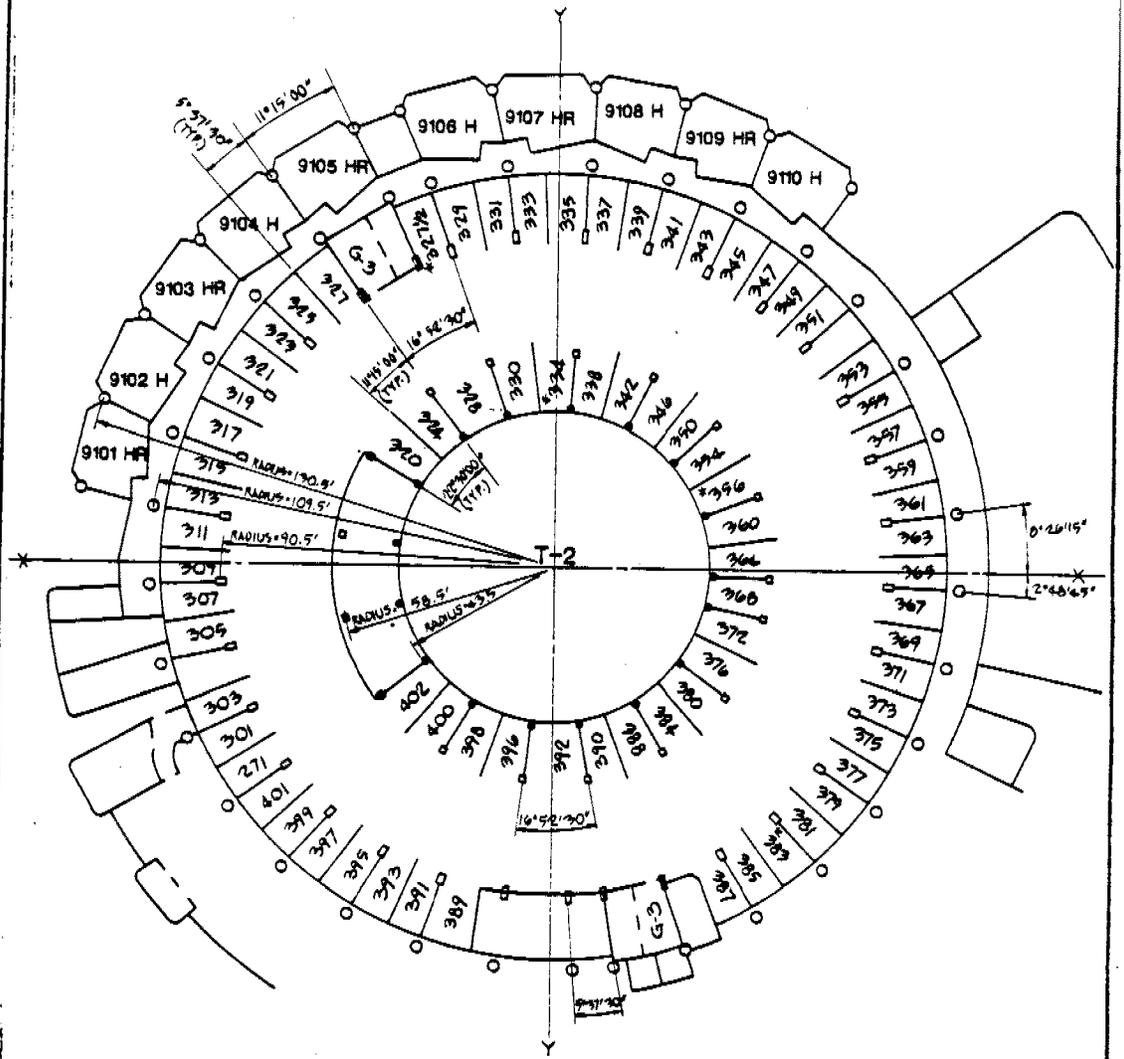
MARINA CITY TOWERS REAL ESTATE IMPROVEMENT APARTMENT PLAN



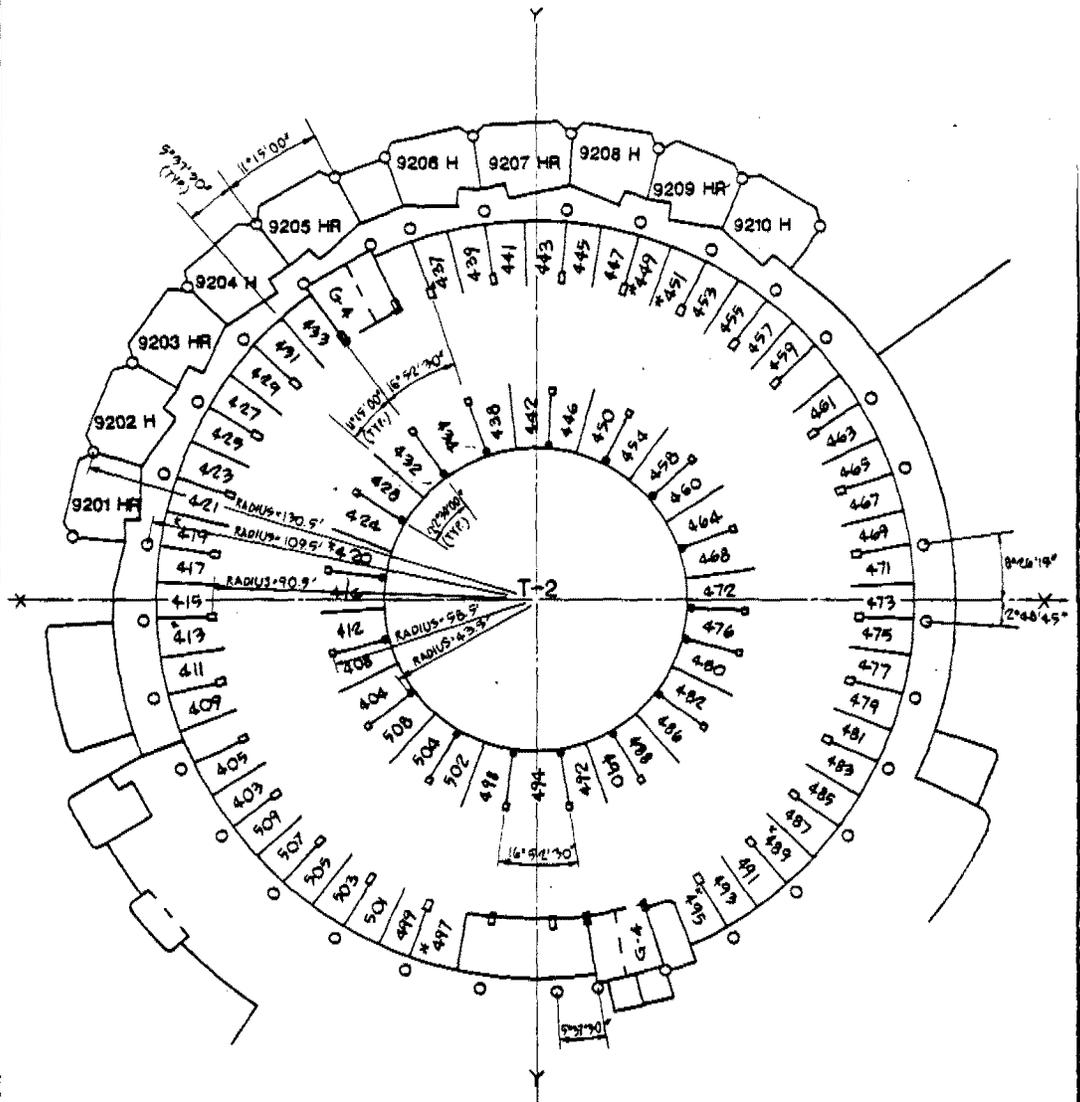
Center Tower Elevation
GRAPHIC SCALE: 1" = 20'



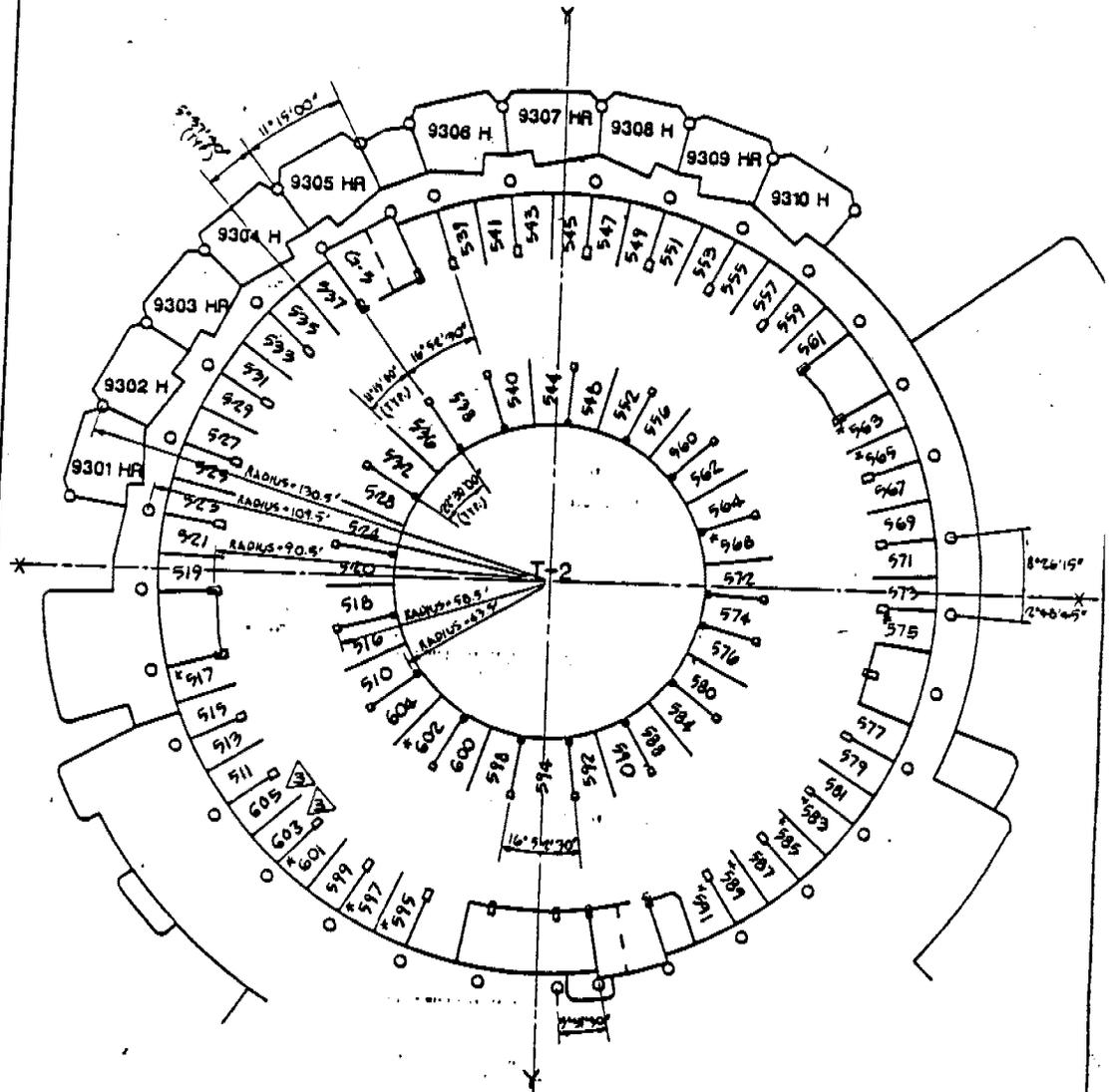
CENTER TOWER G-1
PARKING SPACES #101-181
GRAPHIC SCALE: 1" = 20'
0' 10' 20' 40' 60' 80'



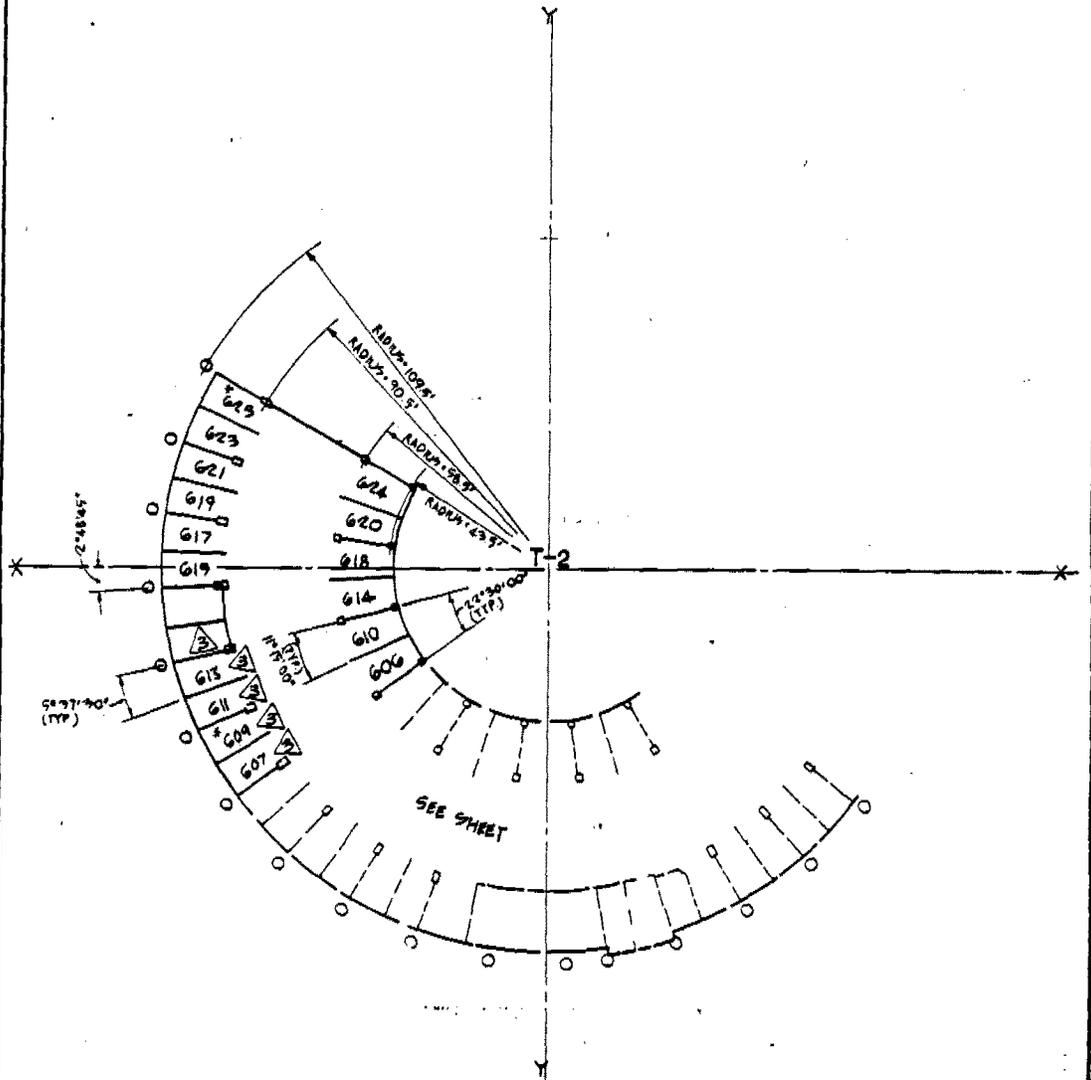
CENTER TOWER G 3
 PARKING SPACES # 271 - 402
 GRAPHIC SCALE: 1" = 20'
 OR 10' 20' 40' 60' 80'



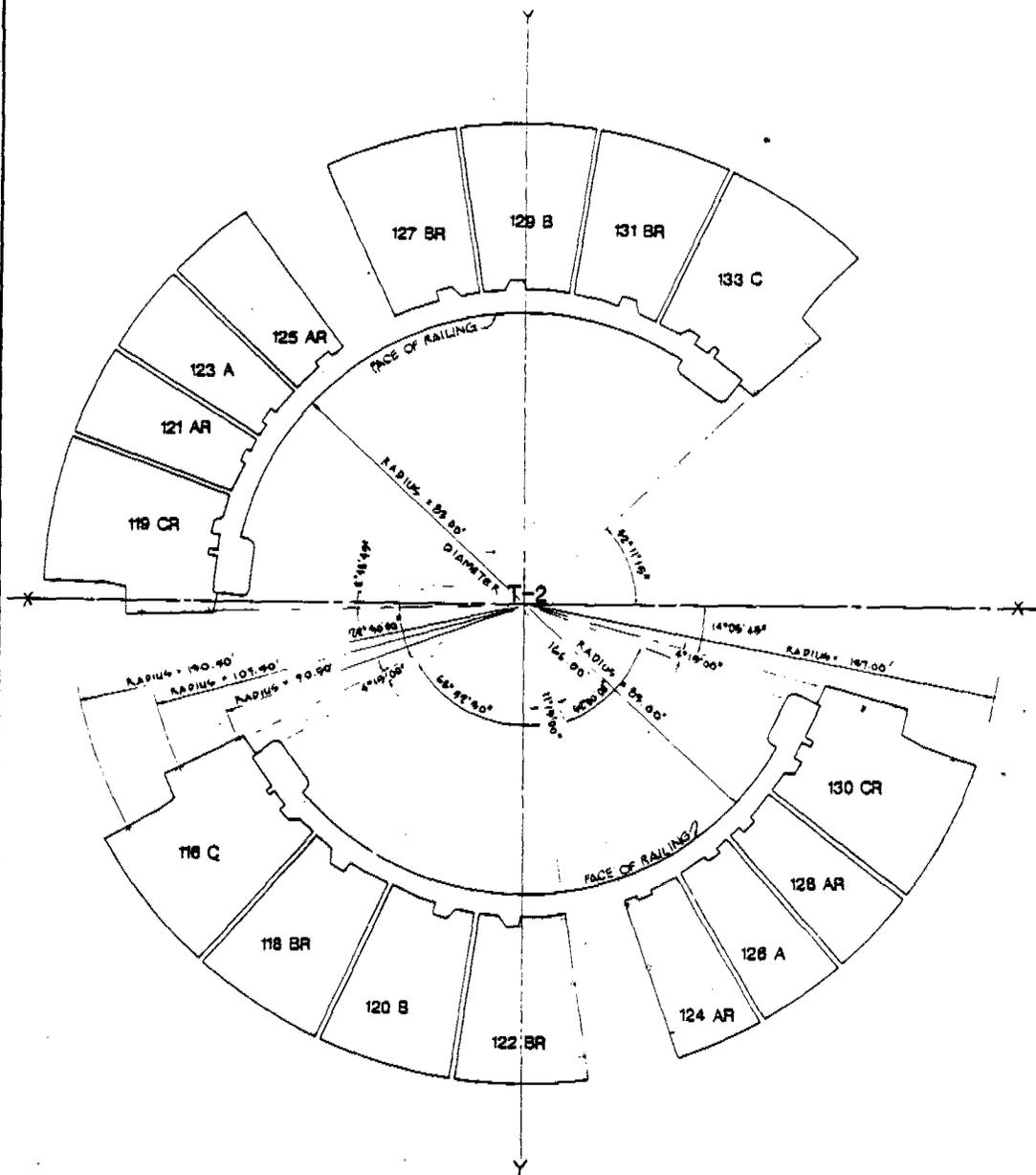
CENTER TOWER G 4
PARKING SPACES #403-509
GRAPHIC SCALE: 1"=20'
0' 10' 20' 40' 60' 80'



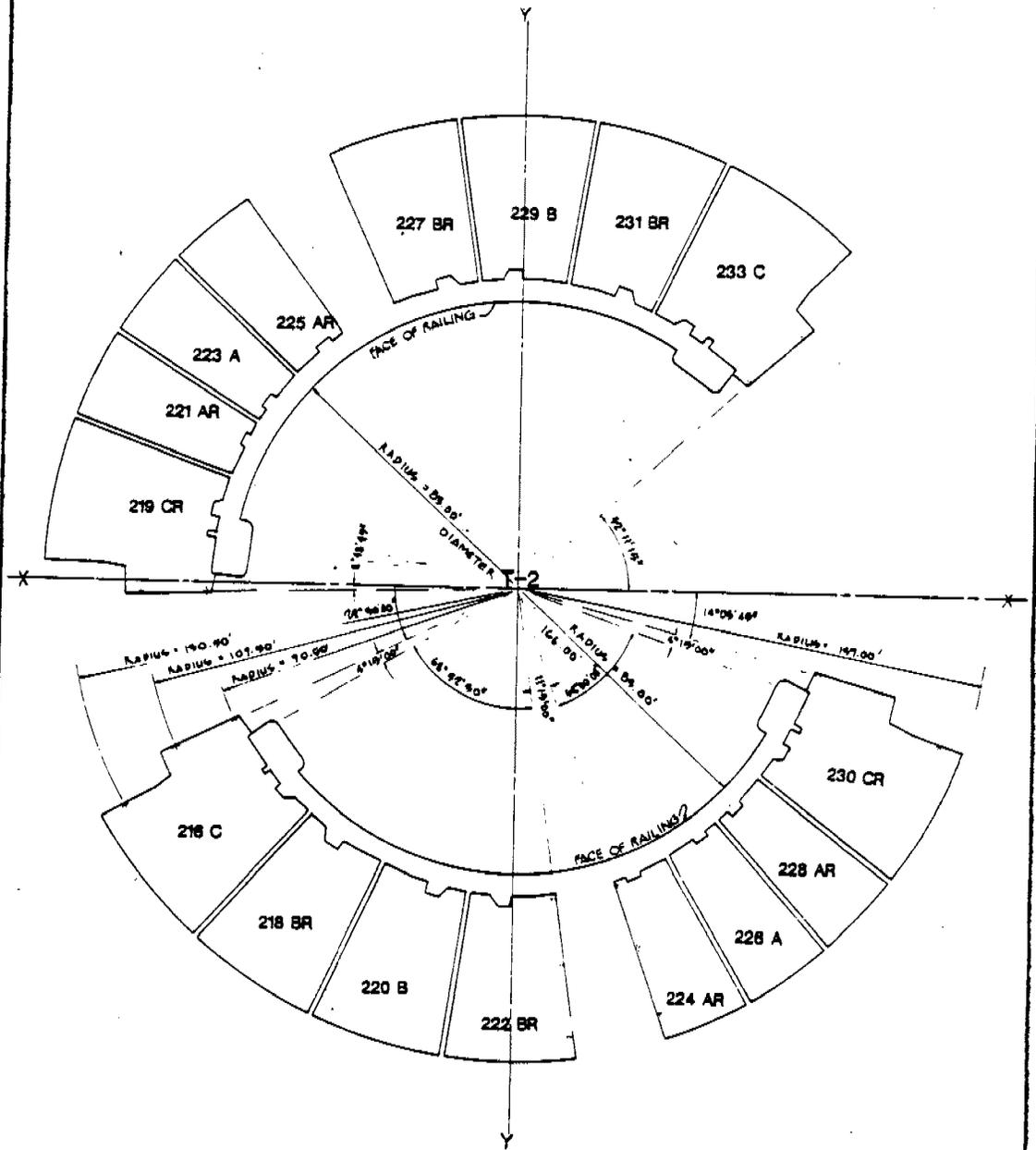
CENTER TOWER G 5
 PARKING SPACES # 510-604
 GRAPHIC SCALE: 1" = 20'
 0' 10' 20' 40' 60'



CENTER TOWER G 5
PARKING SPACES #605-625
GRAPHIC SCALE: 1" = 20'
0' 10' 20' 40' 60' 80'



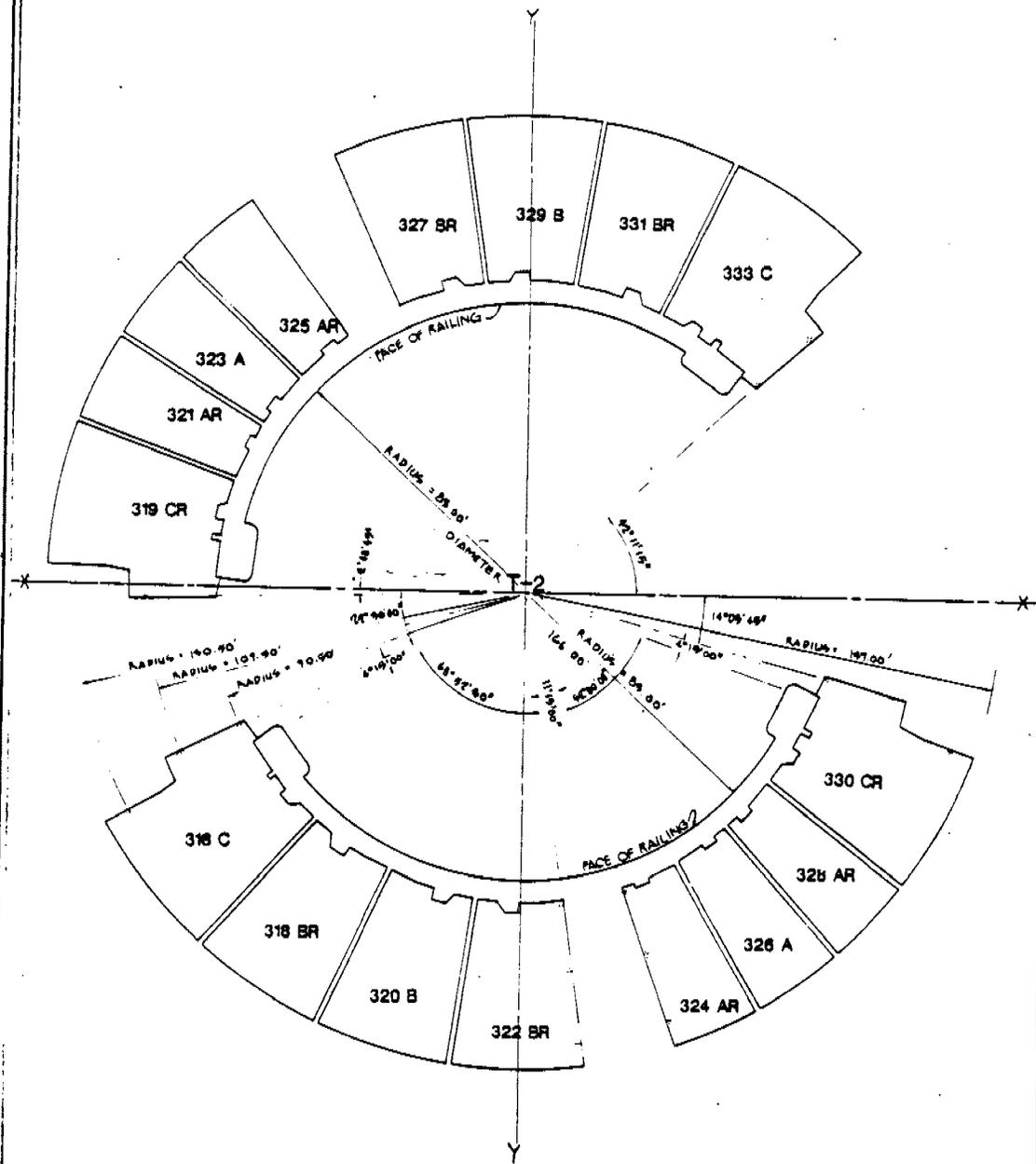
CENTER TOWER
PLAZA LEVEL
GRAPHIC SCALE: 1"=20'
0' 10' 20' 40' 60' 80'



CENTER TOWER
9 SECOND FLOOR

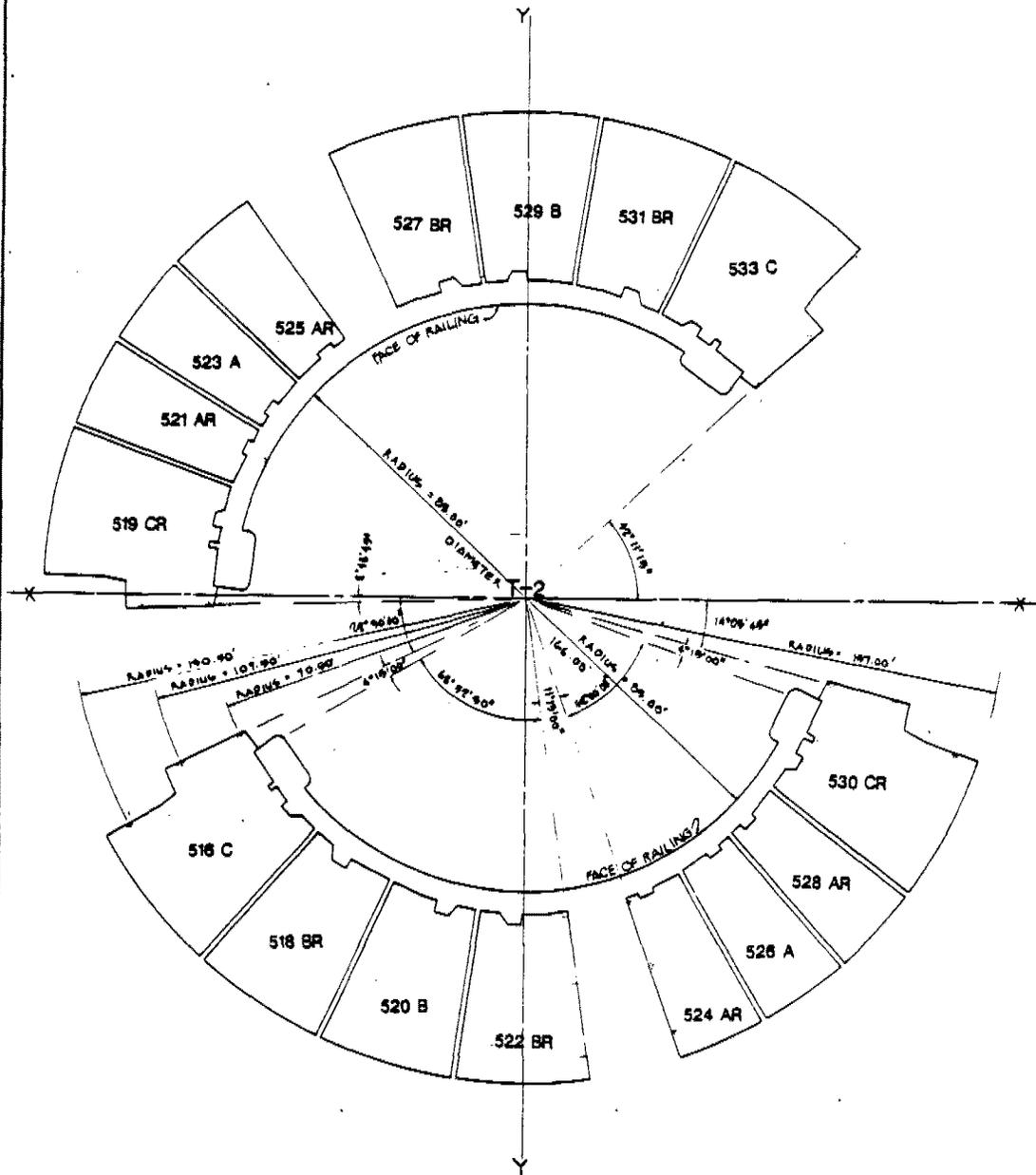
GRAPHIC SCALE: 1"=20'
0' 10' 20' 40' 60' 80'





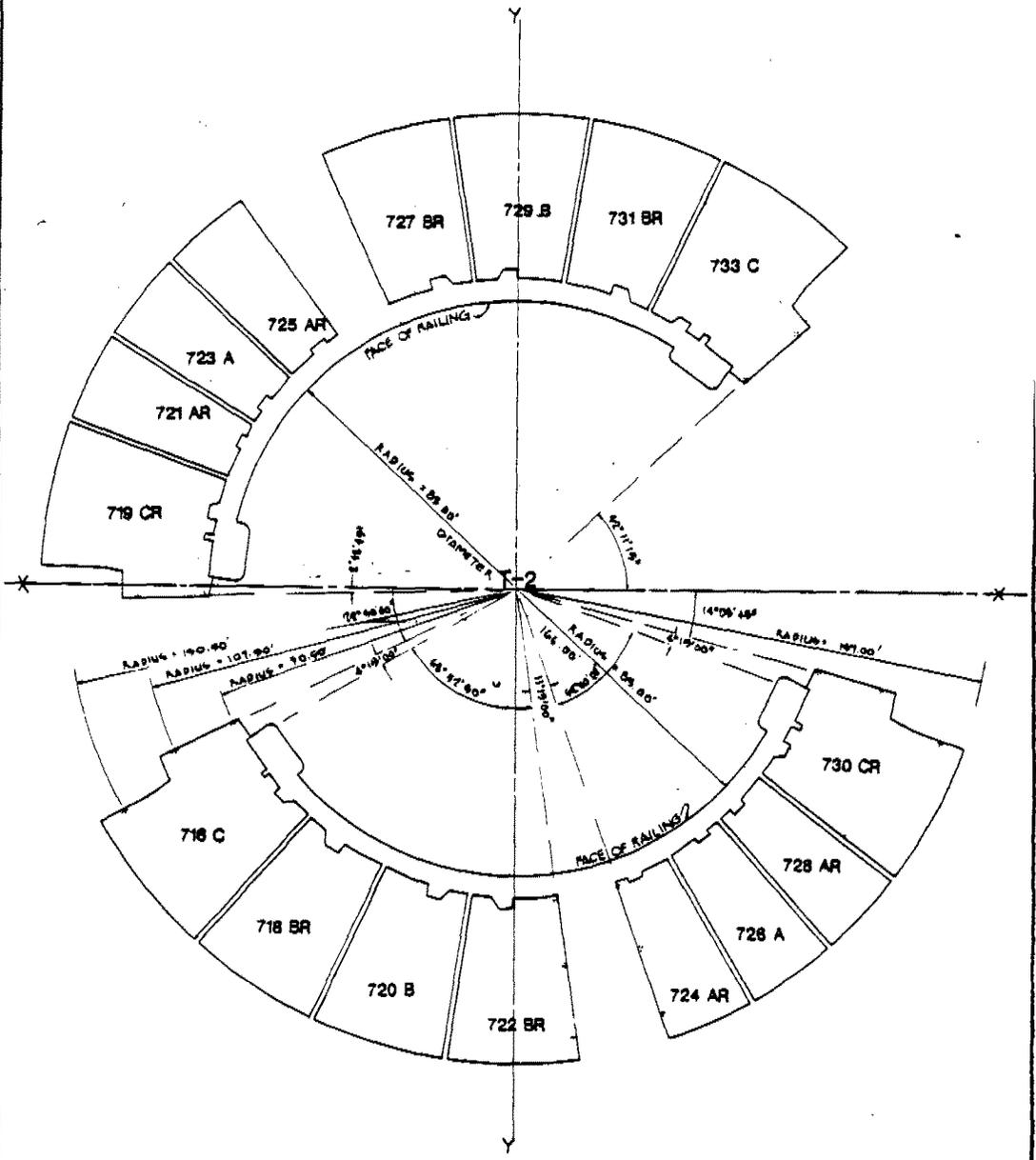
CENTER TOWER
THIRD FLOOR

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



CENTER TOWER
FIFTH FLOOR

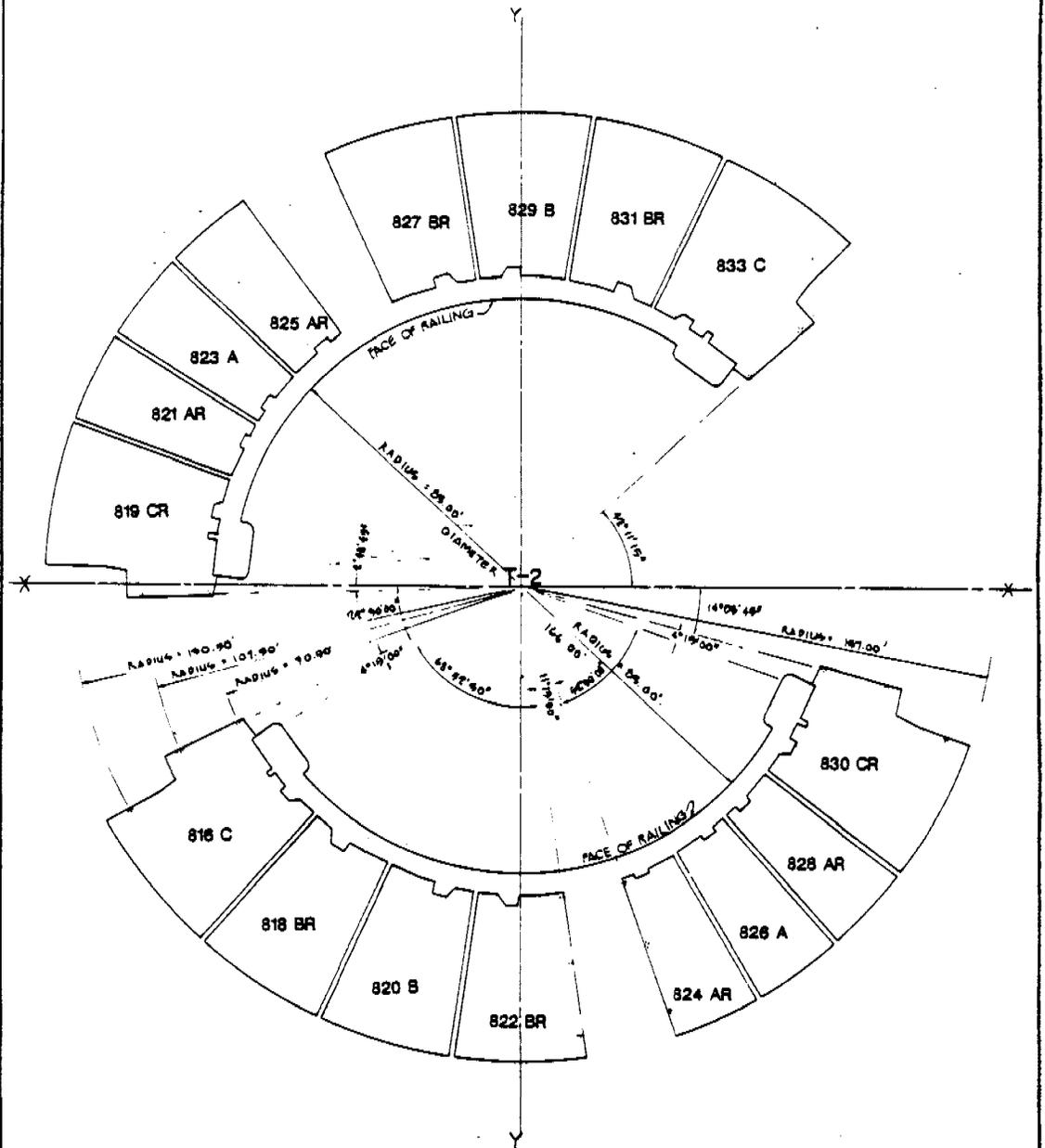
GRAPHIC SCALE: 1"=20'
0' 10' 20' 40' 60' 80'



**CENTER TOWER
SEVENTH FLOOR**

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





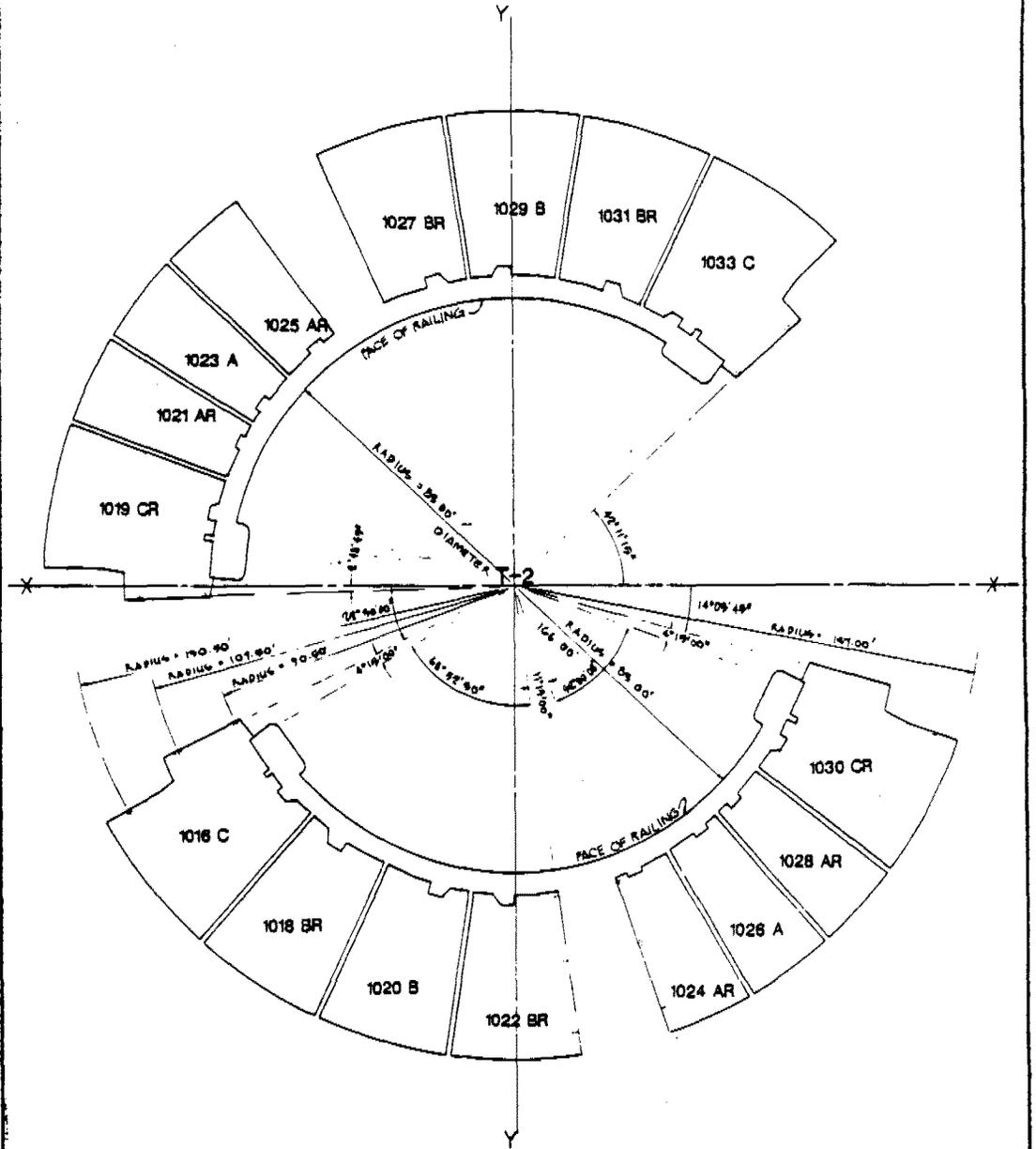
CENTER TOWER

EIGHTH FLOOR

GRAPHIC SCALE: 1"=20'

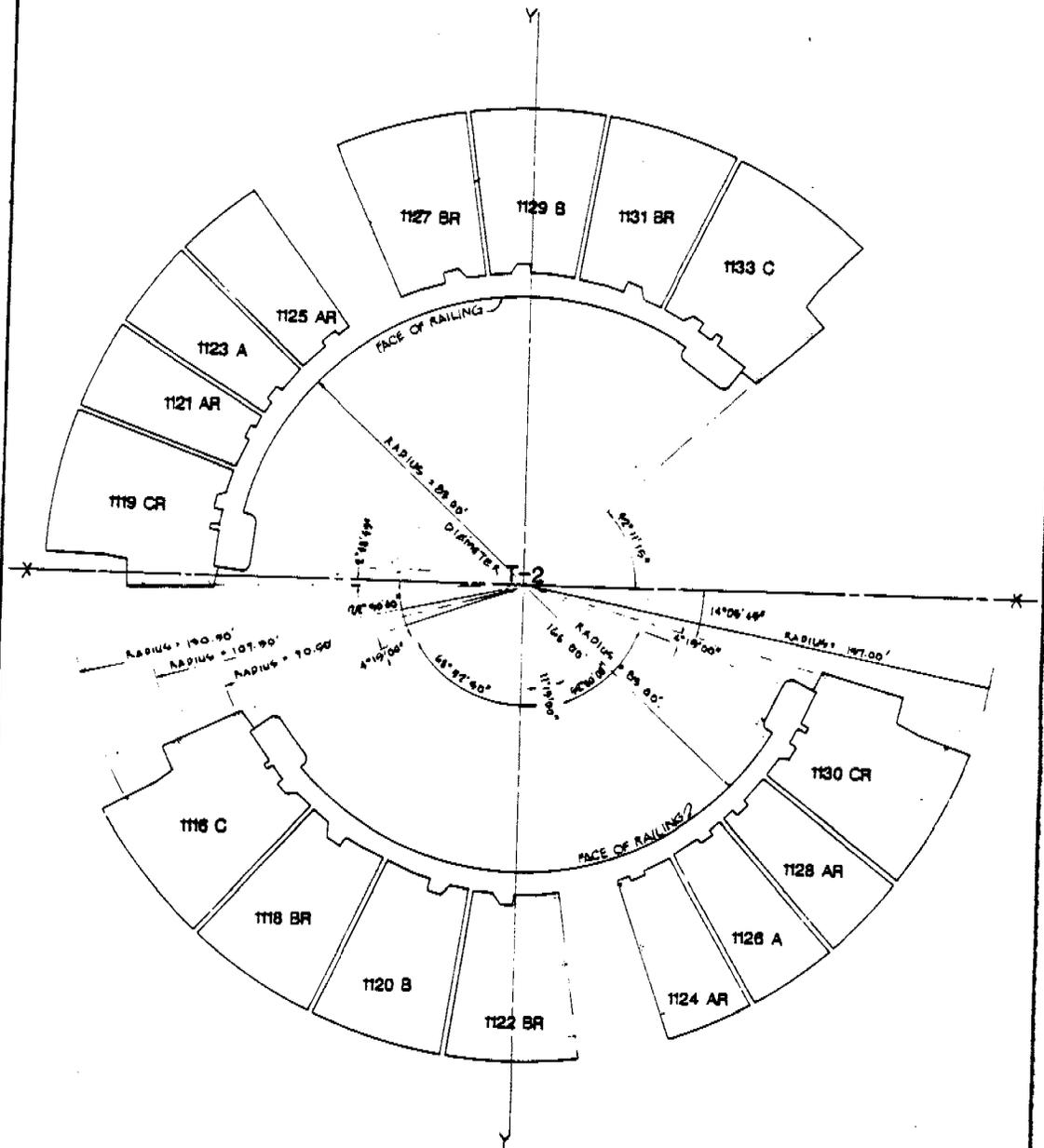
0' 10' 20' 40' 60' 80'





CENTER TOWER
TENTH FLOOR

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



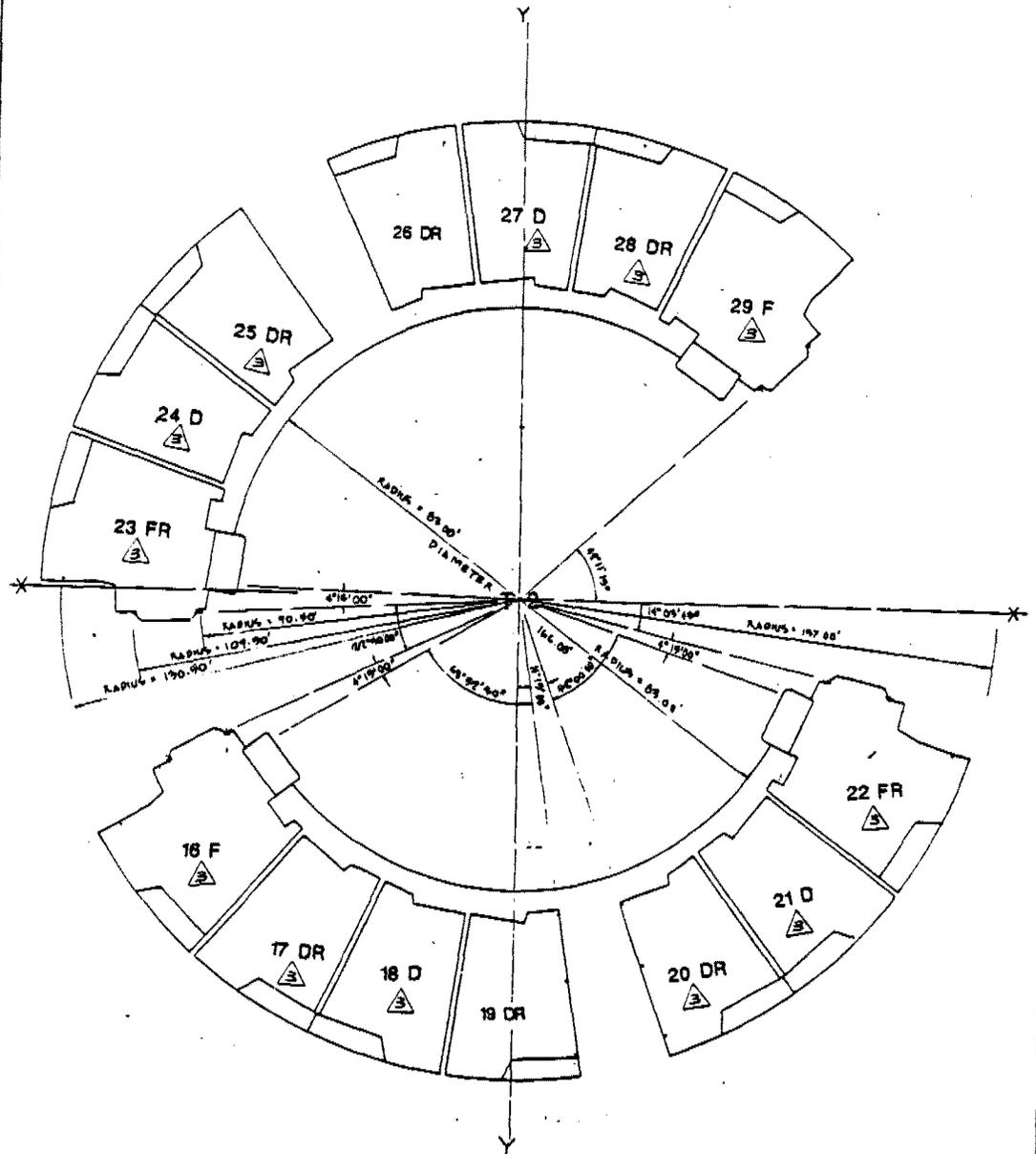
CENTER TOWER

ELEVENTH FLOOR

GRAPHIC SCALE: 1" = 20'

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





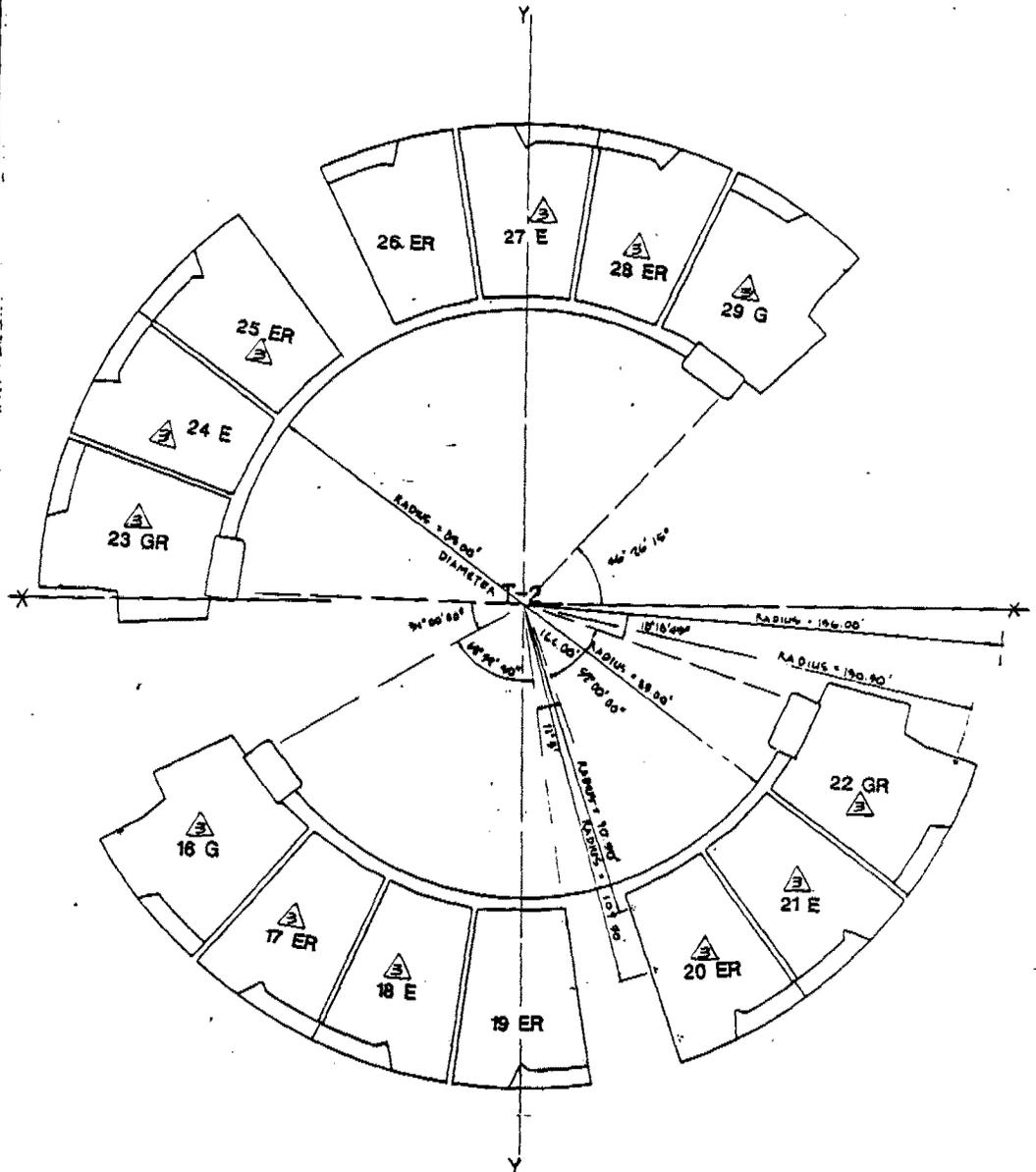
CENTER TOWER

PENTHOUSE LOWER LEVEL

GRAPHIC SCALE: 1" = 20'

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





CENTER TOWER

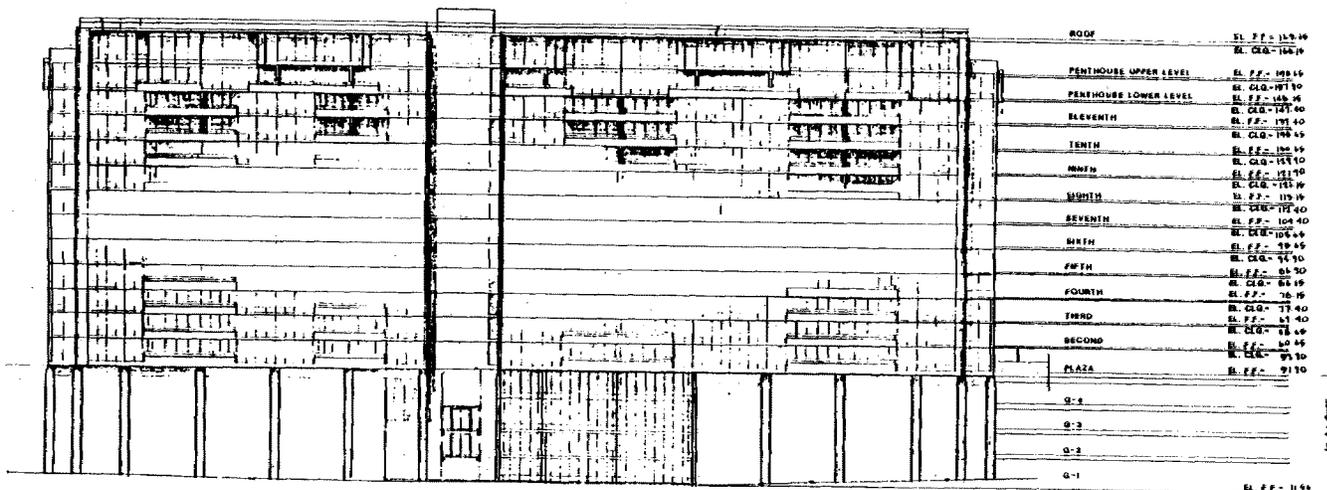
PENTHOUSE UPPER LEVEL

GRAPHIC SCALE: 1" = 20'

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

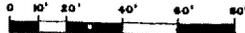


MARINA CITY TOWERS REAL ESTATE IMPROVEMENT APARTMENT PLAN

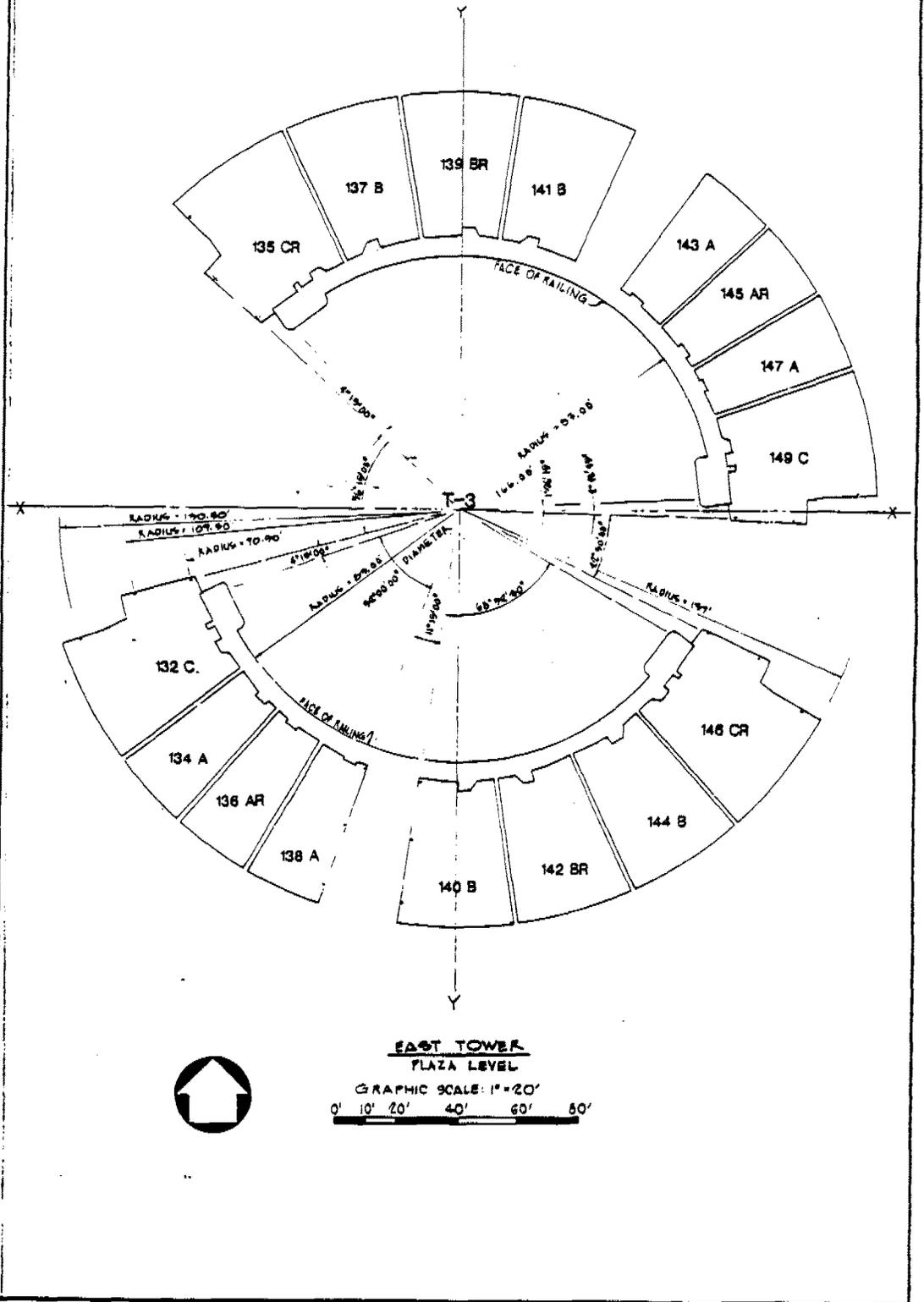


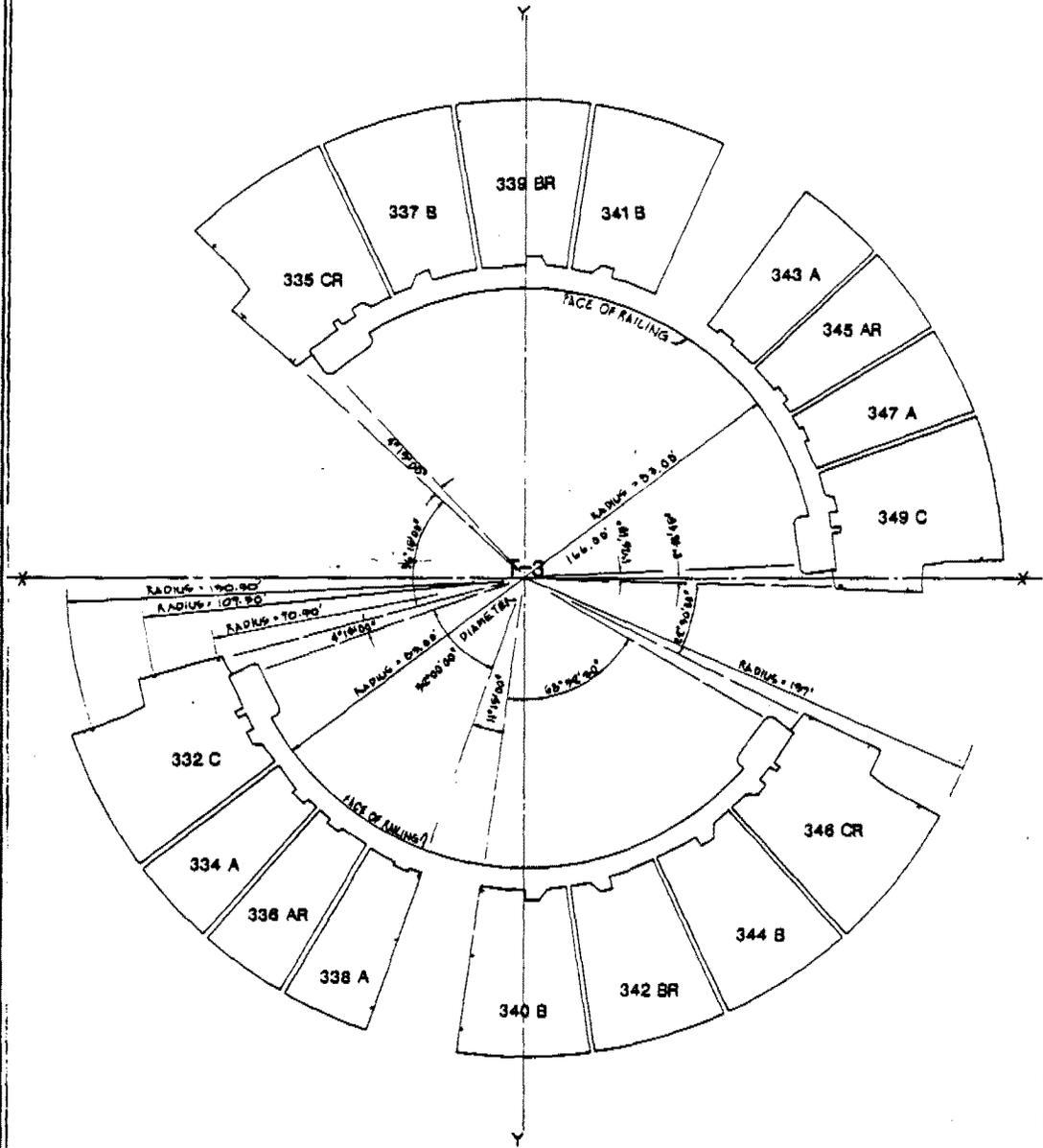
East Tower Elevation

GRAPHIC SCALE: 1" = 30'

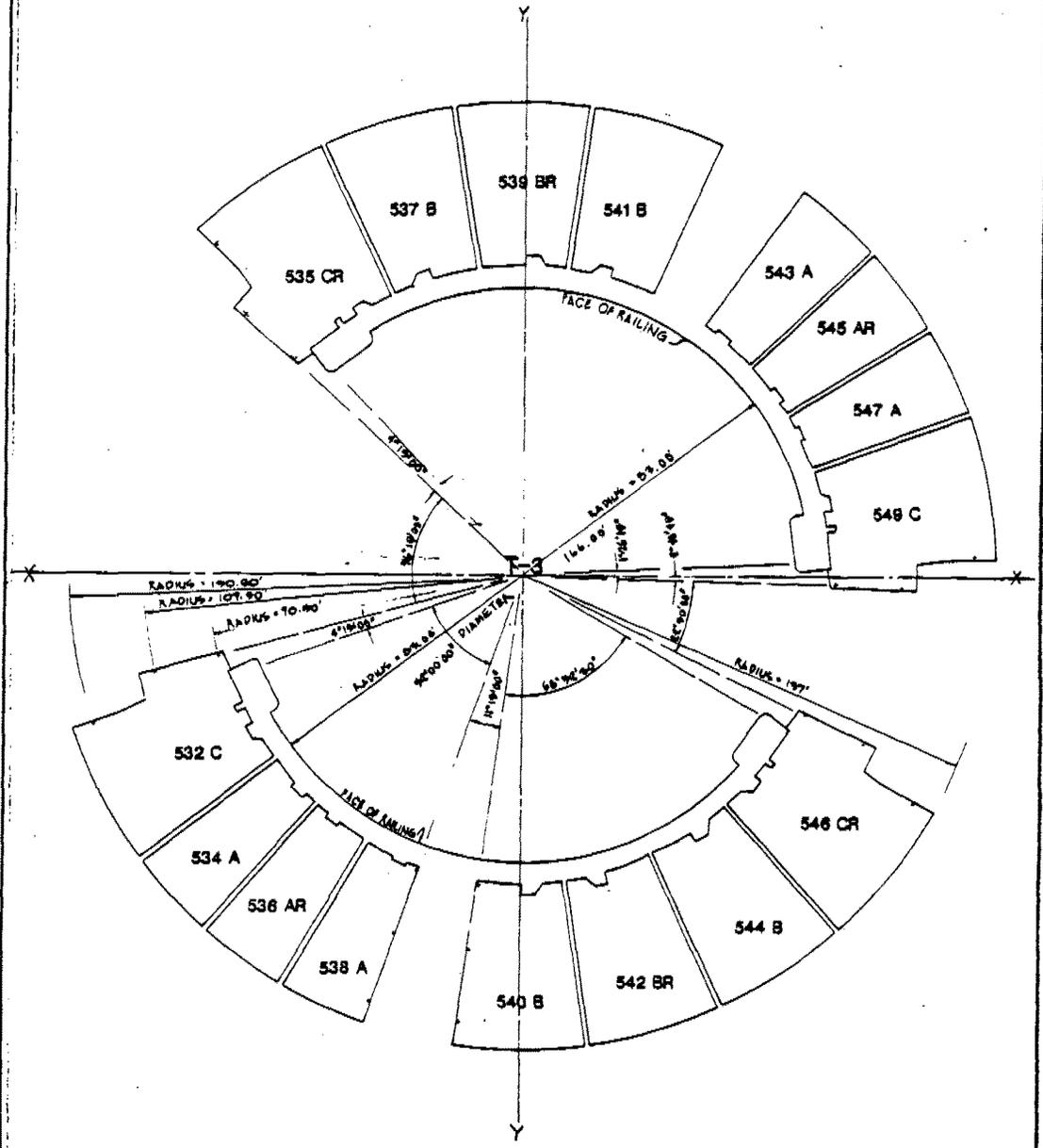


1" = 30'
 1/4" = 3'-0"
 1/8" = 6'-0"
 1/16" = 12'-0"
 1/32" = 24'-0"
 1/64" = 48'-0"
 1/128" = 96'-0"
 1/256" = 192'-0"
 1/512" = 384'-0"
 1/1024" = 768'-0"
 1/2048" = 1536'-0"
 1/4096" = 3072'-0"
 1/8192" = 6144'-0"
 1/16384" = 12288'-0"
 1/32768" = 24576'-0"
 1/65536" = 49152'-0"
 1/131072" = 98304'-0"
 1/262144" = 196608'-0"
 1/524288" = 393216'-0"
 1/1048576" = 786432'-0"
 1/2097152" = 1572864'-0"
 1/4194304" = 3145728'-0"
 1/8388608" = 6291456'-0"
 1/16777216" = 12582912'-0"
 1/33554432" = 25165824'-0"
 1/67108864" = 50331648'-0"
 1/134217728" = 100663296'-0"
 1/268435456" = 201326592'-0"
 1/536870912" = 402653184'-0"
 1/1073741824" = 805306368'-0"
 1/2147483648" = 1610612736'-0"
 1/4294967296" = 3221225472'-0"
 1/8589934592" = 6442450944'-0"
 1/17179869184" = 12884901888'-0"
 1/34359738368" = 25769803776'-0"
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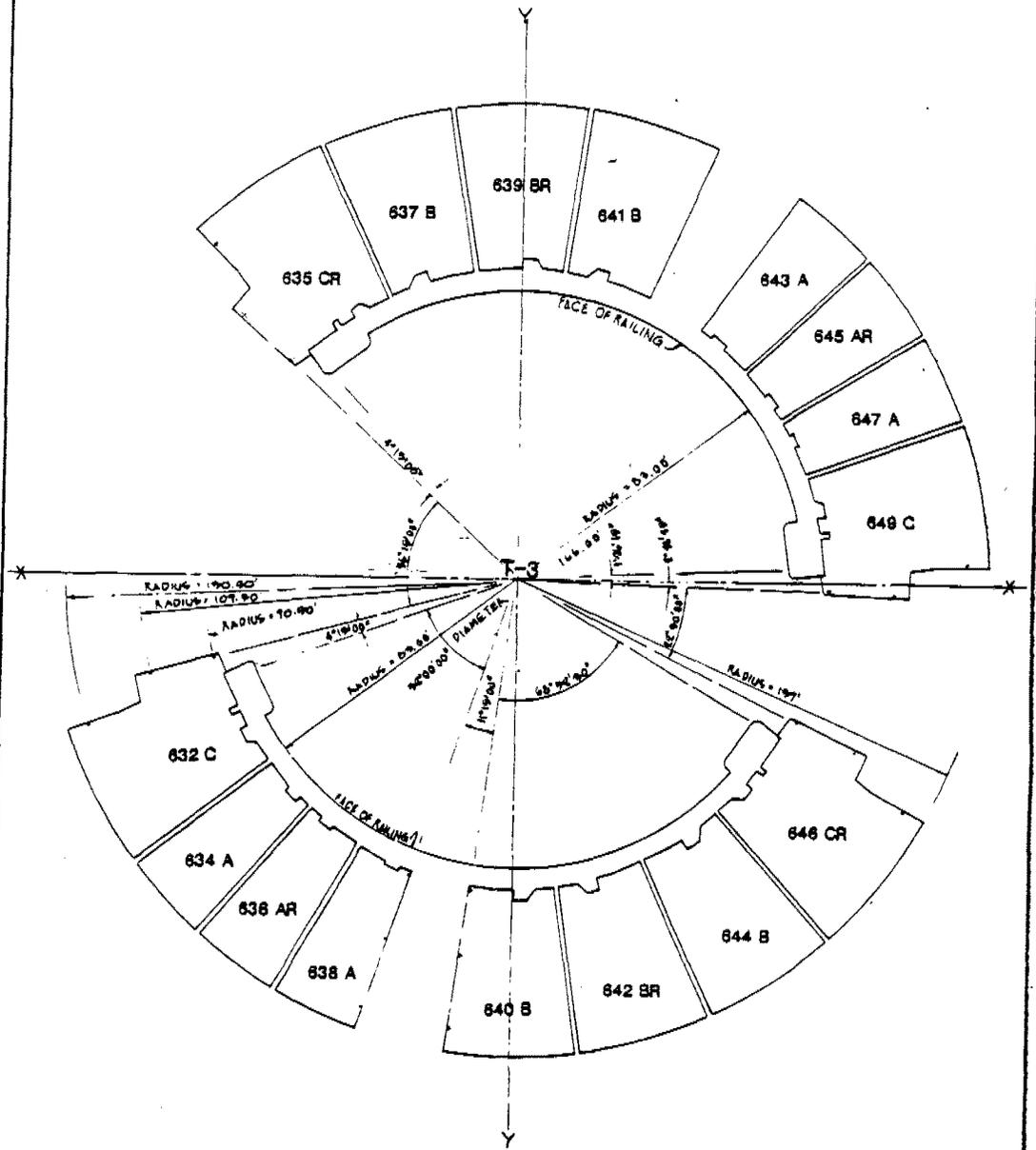


EAST TOWER
THIRD FLOOR
GRAPHIC SCALE: 1" = 20'
0' 10' 20' 40' 60' 80'



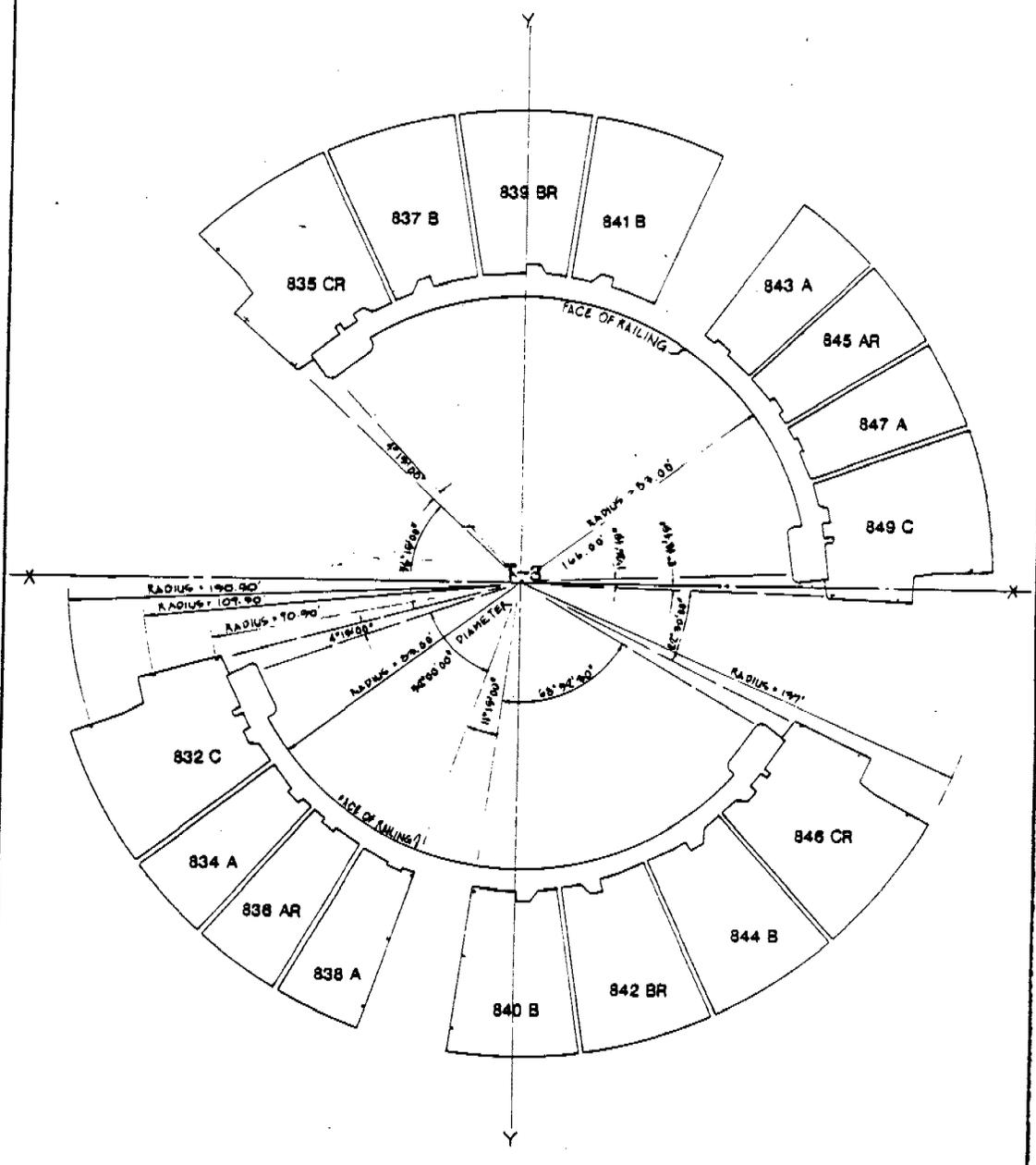
EAST TOWER
FIFTH FLOOR

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

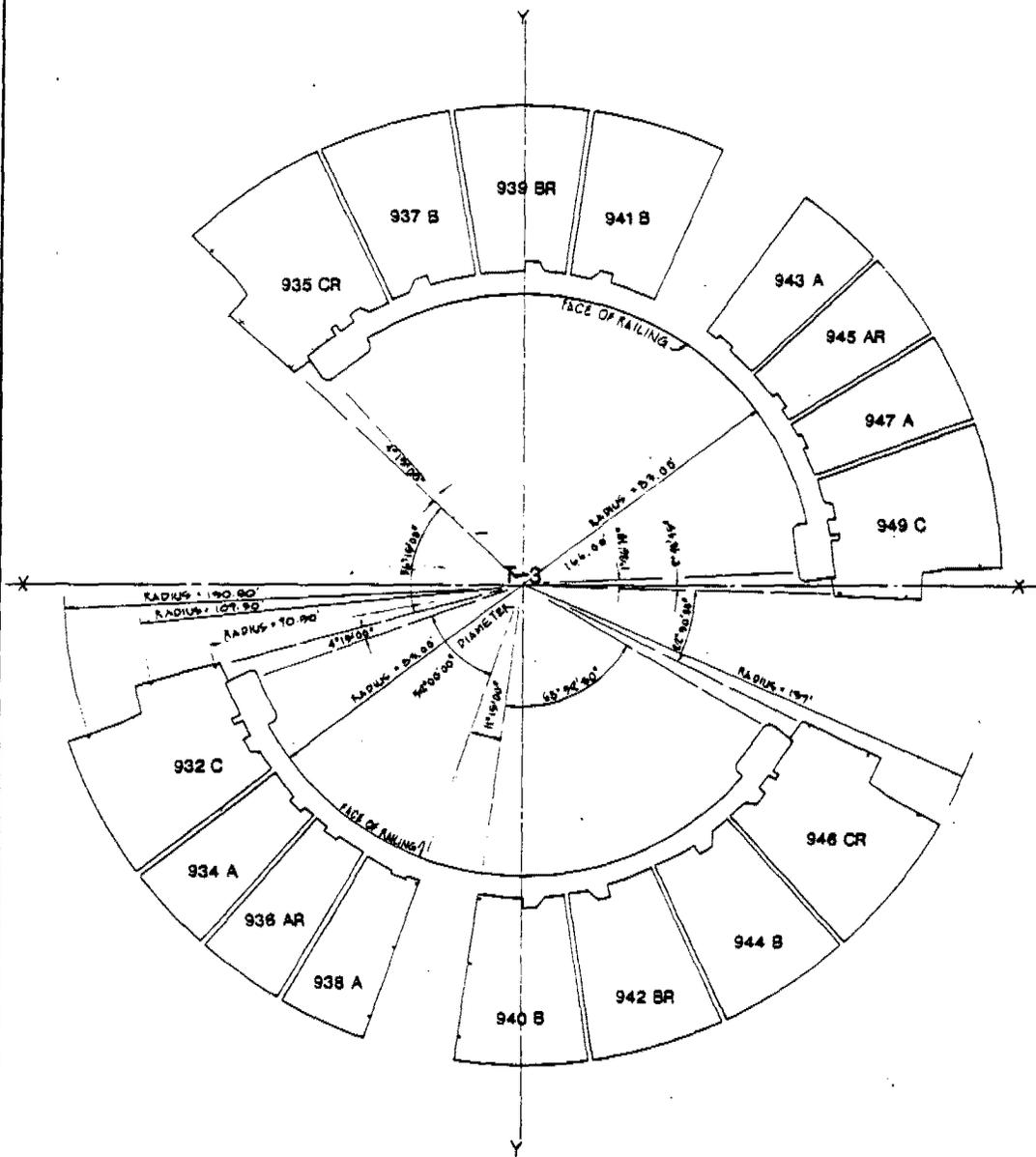


EAST TOWER
SIXTH FLOOR

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

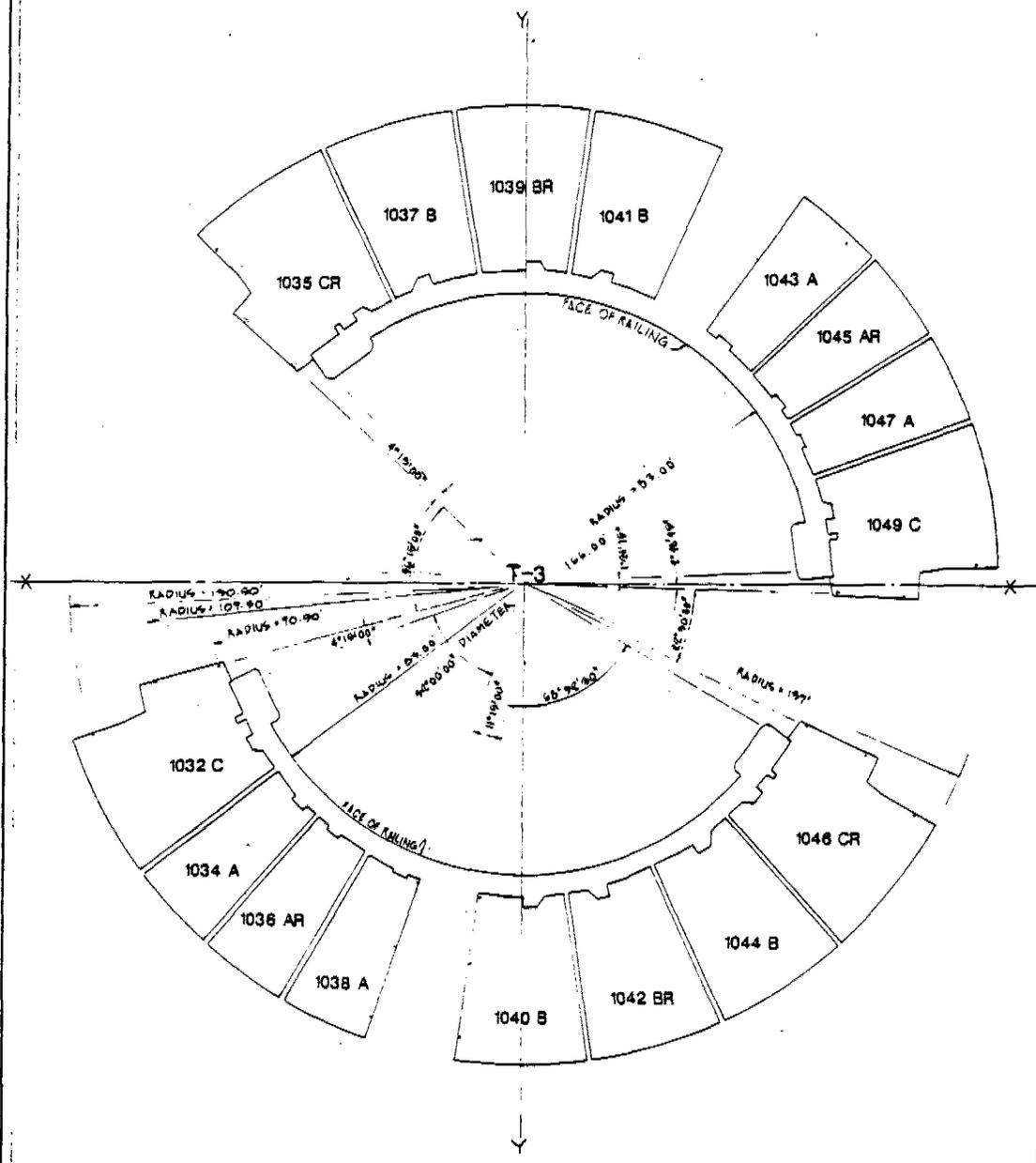


EAST TOWER
EIGHTH FLOOR
GRAPHIC SCALE: 1" = 20'
0' 10' 20' 40' 60' 80'



EAST TOWER
NINTH FLOOR

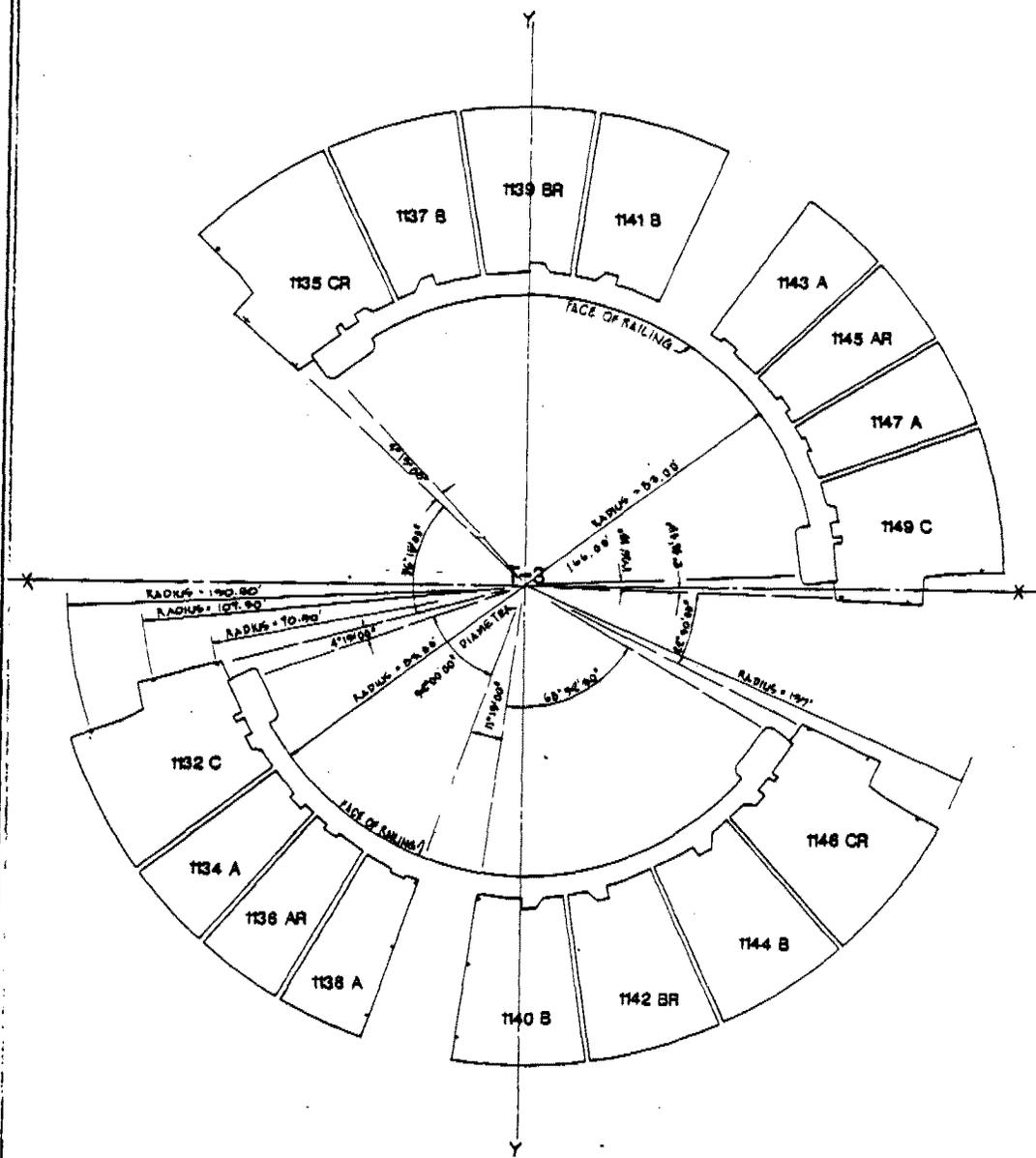
GRAPHIC SCALE: 1" = 20'
0' 10' 20' 40' 60' 80'



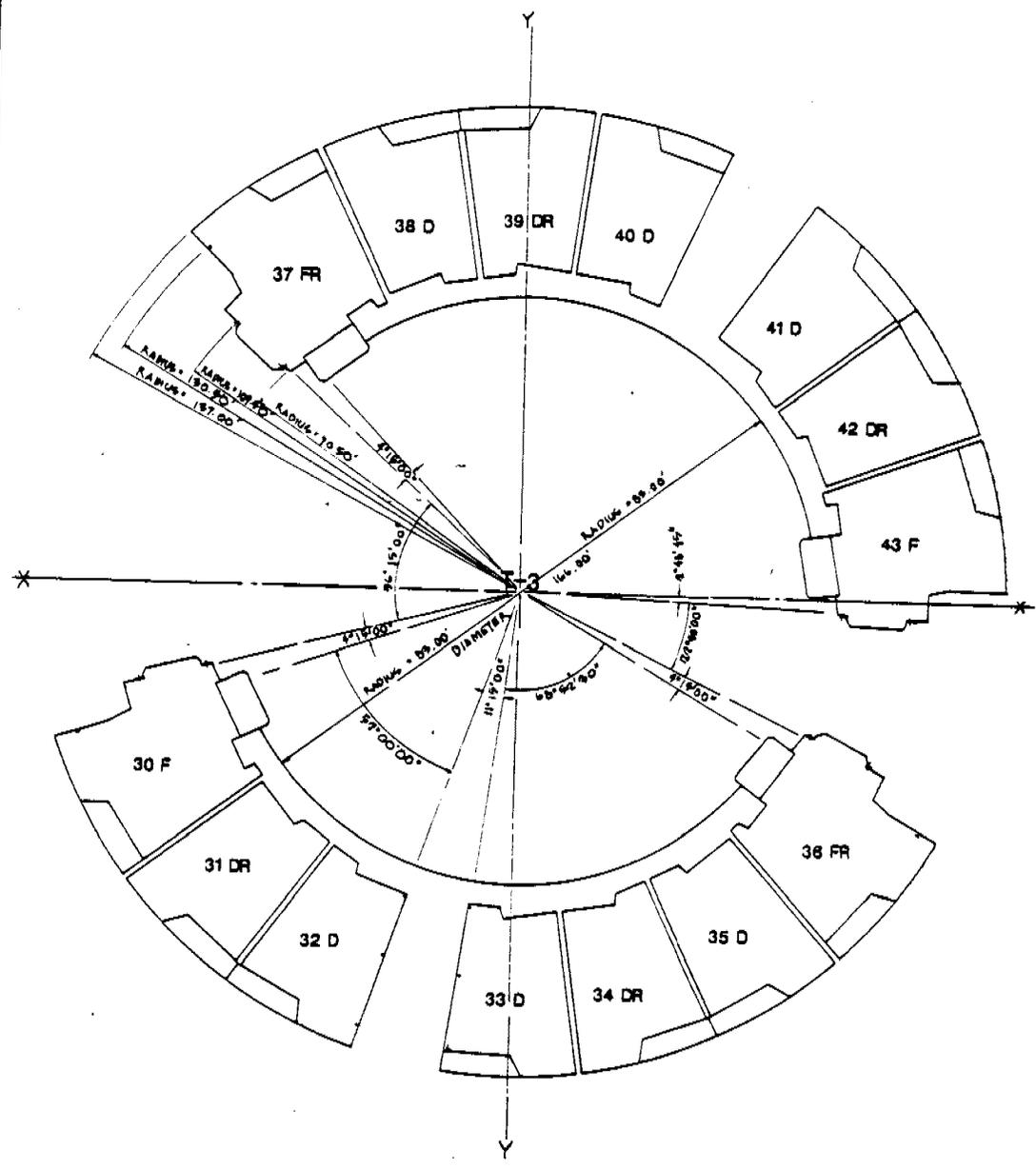
**EAST TOWER
TENTH FLOOR**

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

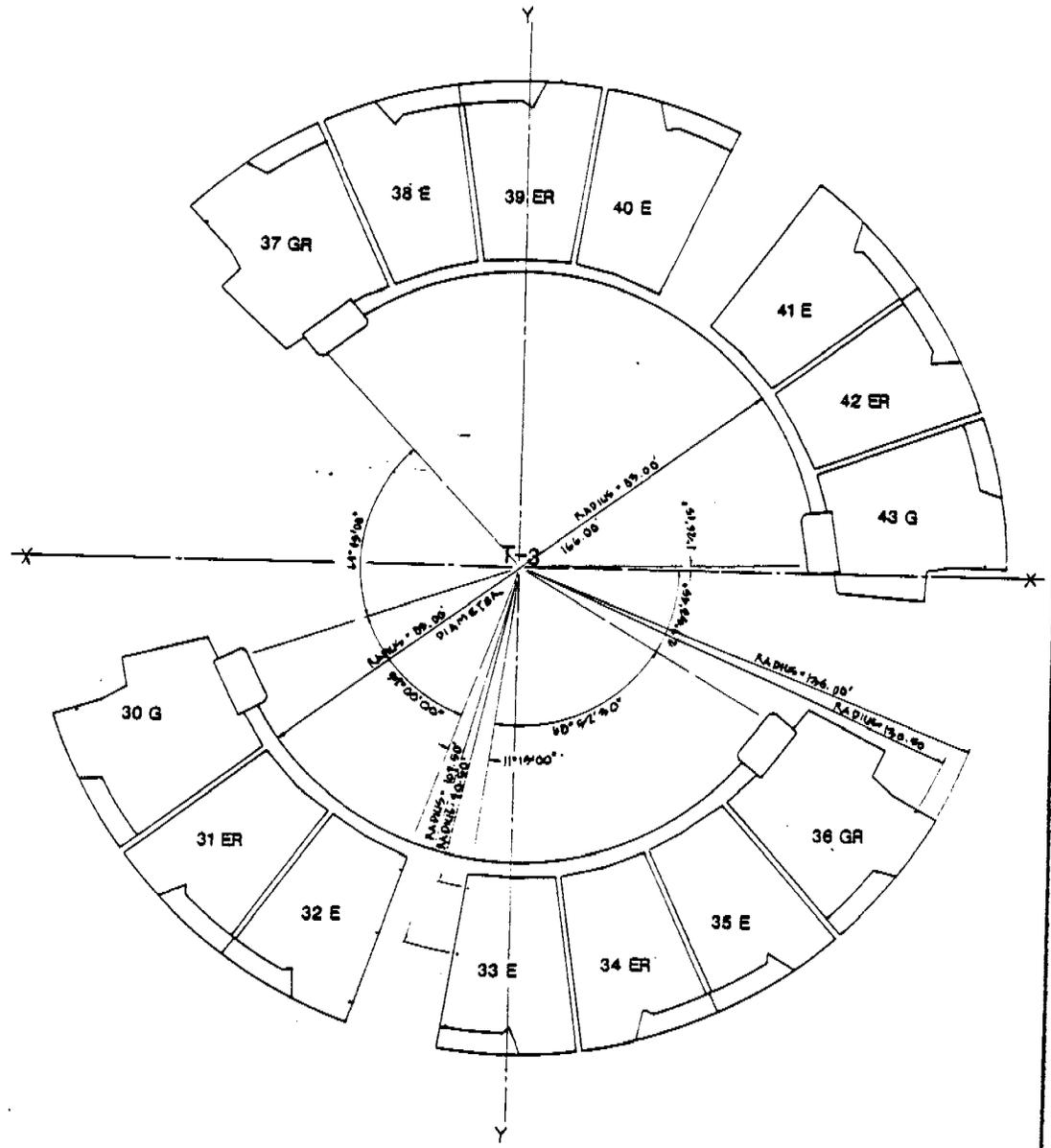




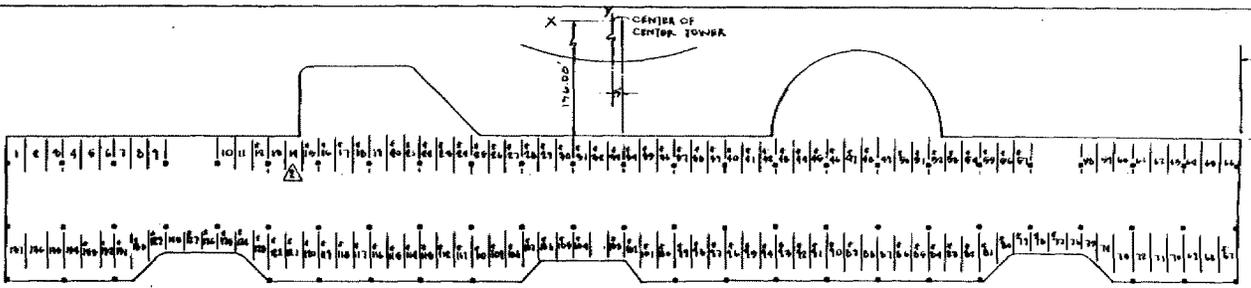
EAST TOWER
 ELEVENTH FLOOR
 GRAPHIC SCALE: 1" = 20'
 0' 10' 20' 40' 60' 80'



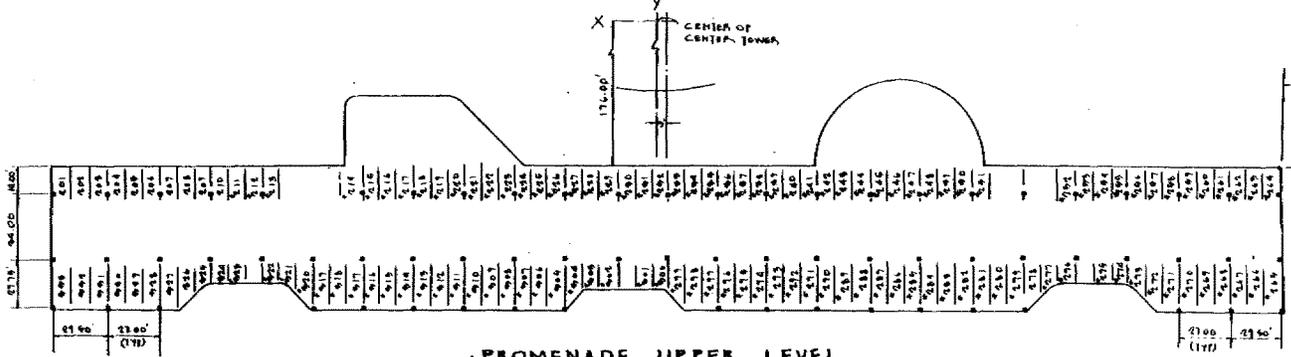
EAST TOWER
PENTHOUSE LOWER LEVEL
GRAPHIC SCALE: 1" = 20'
0' 10' 20' 40' 60' 80'



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)

FORM ONE OF 1984

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

| CATEGORY | TOTAL ESTIMATED COSTS | ALLOCATION | | | | | | | | BUDGET FOR 600 U. 100 UNITS (ALLC. ONLY) | | | |
|----------------------------------|-----------------------|------------------|-----------|-----------------|-----------|-----------------|-----------|-----------------|-----------|--|---------------------|------------------|--------------------|
| | | MARINA FACILITY | I. ALLOC. | CLUB FACILITY | I. ALLOC. | RETAIL LEASES | I. ALLOC. | GROSS SHOP | I. ALLOC. | | PROMENADE 101 UNITS | I. ALLOC. | LEASHELD 600 UNITS |
| ADMINISTRATION | | | | | | | | | | | | | |
| OFFICE EXPENSE - DIRECT | \$6,000 | \$2,000 | | \$0 | | \$2,000 | | \$0 | | \$2,000 | | \$0 | |
| -ALLOCABLE | \$27,200 | \$0 | 0.02 | \$0 | 0.02 | \$0 | 0.01 | \$0 | 0.01 | \$3,645 | 13.42 | \$23,555 | 86.62 |
| MANAGEMENT FEES - DIRECT | \$117,442 | \$32,256 | | \$0 | | \$9,594 | | \$18,000 | | \$57,792 | | \$0 | |
| -ALLOCABLE | \$100,000 | \$0 | 0.02 | \$0 | 0.02 | \$0 | 0.01 | \$0 | 0.01 | \$13,400 | 13.42 | \$86,600 | 86.62 |
| LEGAL - DIRECT | \$9,000 | \$2,000 | | \$0 | | \$2,000 | | \$0 | | \$3,500 | | \$1,500 | |
| -ALLOCABLE | \$10,000 | \$0 | 0.02 | \$0 | 0.02 | \$0 | 0.01 | \$0 | 0.01 | \$1,340 | 13.42 | \$8,660 | 86.62 |
| TOTAL ADMINISTRATION | \$269,842 | \$36,256 | | \$0 | | \$13,594 | | \$18,000 | | \$81,677 | | \$120,315 | |
| PAYROLL | | | | | | | | | | | | | |
| RESIDENT PERSONNEL - DIRECT | \$86,000 | \$60,000 | | \$0 | | \$6,000 | | \$6,000 | | \$14,000 | | \$0 | |
| -ALLOCABLE | \$193,000 | \$0 | 0.02 | \$0 | 0.02 | \$0 | 0.01 | \$0 | 0.01 | \$25,062 | 13.42 | \$167,138 | 86.62 |
| ACCOUNTING PERSONNEL - ALLOCABLE | \$66,300 | \$0 | 0.02 | \$0 | 0.02 | \$0 | 0.01 | \$0 | 0.01 | \$8,884 | 13.42 | \$57,416 | 86.62 |
| MAINTENANCE PERSONNEL - DIRECT | \$30,000 | \$30,000 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | |
| -ALLOCABLE | \$228,000 | \$0 | 0.02 | \$0 | 0.02 | \$0 | 0.01 | \$0 | 0.01 | \$38,552 | 13.42 | \$197,448 | 86.62 |
| GROUNDS PERSONNEL - ALLOCABLE | \$48,600 | \$2,430 | 5.02 | \$7,290 | 15.02 | \$2,430 | 5.02 | \$2,430 | 5.02 | \$4,559 | 9.42 | \$29,461 | 60.62 |
| PRINTERS - ALLOCABLE | \$64,000 | \$1,296 | 2.02 | \$3,888 | 6.02 | \$1,296 | 2.02 | \$1,296 | 2.02 | \$7,641 | 11.02 | \$49,383 | 76.22 |
| CUSTODIANS - ALLOCABLE | \$242,000 | \$4,840 | 2.02 | \$2,420 | 1.02 | \$2,420 | 1.02 | \$1,212 | 0.52 | \$31,020 | 12.02 | \$200,472 | 82.72 |
| SOCIAL PERSONNEL - ALLOCABLE | \$18,000 | \$0 | 0.02 | \$0 | 0.02 | \$0 | 0.01 | \$0 | 0.01 | \$2,412 | 13.42 | \$15,588 | 86.62 |
| TELEPHONE OPERATOR - ALLOCABLE | \$74,000 | \$1,480 | 2.02 | \$11,100 | 15.02 | \$0 | 0.01 | \$2,220 | 1.02 | \$7,933 | 10.72 | \$51,267 | 69.32 |
| PAYROLL TAXES - DIRECT | \$30,600 | \$27,000 | | \$0 | | \$1,800 | | \$1,800 | | \$0 | | \$0 | |
| TOTAL PAYROLL | \$1,061,700 | \$127,050 | | \$24,702 | | \$13,950 | | \$14,950 | | \$132,863 | | \$768,173 | |

EXHIBIT M

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

| | TOTAL ESTIMATED COSTS | (INCLUDES PROVISION FOR COUNTY FEES AND ESTIMATED REAL ESTATE TAXES) | | | | | | | | | | BUDGET FOR 600 & 100 UNITS (ALLOC. ONLY) | | |
|-------------------------------------|-----------------------|--|----------|--------------------|----------|------------------|----------|------------------|----------|---------------------|----------|--|---------------------|--------------------|
| | | MARINA FACILITY | Y ALLOC. | CLUB FACILITY | Y ALLOC. | RETAIL LEASES | Y ALLOC. | GROG SHOP | Y ALLOC. | PRONANERE 101 UNITS | Y ALLOC. | | LEASEHOLD 600 UNITS | Y ALLOC. |
| CONTRACTS | | | | | | | | | | | | | | |
| SECURITY -ALLOCABLE | \$554,500 | \$41,580 | 7.5X | \$50,222 | 10.5X | \$19,408 | 3.5X | \$11,890 | 2.0X | \$56,848 | 18.3X | \$367,352 | 66.2X | \$424,192 |
| VALET PARKING -ALLOCABLE | \$128,000 | \$0 | 0.0X | \$61,440 | 48.0X | \$2,739 | 2.1X | \$0 | 0.0X | \$8,352 | 6.7X | \$55,269 | 43.2X | \$63,821 |
| TELEPHONE -ALLOCABLE | \$155,600 | \$4,648 | 3.0X | \$23,340 | 15.0X | \$0 | 0.0X | \$3,112 | 2.0X | \$16,680 | 10.7X | \$107,800 | 69.3X | \$124,480 |
| LANDSCAPING -ALLOCABLE | \$50,800 | \$1,176 | 2.0X | \$0,232 | 14.0X | \$1,176 | 2.0X | \$1,176 | 2.0X | \$6,383 | 16.7X | \$40,737 | 69.3X | \$47,040 |
| ELEVATORS -ALLOCABLE | \$115,000 | \$0 | 0.0X | \$23,954 | 20.8X | \$0 | 0.0X | \$0 | 0.0X | \$23,966 | 20.8X | \$67,080 | 58.3X | \$91,046 |
| OTHER CONTRACTS -ALLOCABLE | \$37,500 | \$0 | 0.0X | \$1,875 | 5.0X | \$750 | 2.0X | \$0 | 0.0X | \$1,875 | 13.0X | \$30,800 | 80.8X | \$34,875 |
| TOTAL CONTRACTS | \$1,049,400 | \$47,432 | | \$177,062 | | \$24,073 | | \$15,378 | | \$117,216 | | \$668,236 | | \$785,453 |
| UTILITIES | | | | | | | | | | | | | | |
| ELECTRICITY -ALLOCABLE | \$800,000 | \$25,000 | 3.1X | \$235,000 | 29.4X | \$10,000 | 1.3X | \$15,800 | 1.9X | \$65,000 | 8.1X | \$450,000 | 56.3X | \$515,000 |
| NATURAL GAS -ALLOCABLE | \$130,000 | \$0 | 0.0X | \$83,000 | 63.8X | \$1,000 | 0.8X | \$1,000 | 0.8X | \$6,830 | 4.6X | \$38,970 | 30.8X | \$45,000 |
| WATER -ALLOCABLE | \$75,000 | \$500 | 0.7X | \$15,900 | 21.2X | \$500 | 0.7X | \$500 | 0.7X | \$7,718 | 10.3X | \$49,882 | 66.5X | \$57,600 |
| TRASH -ALLOCABLE | \$105,000 | \$5,000 | 4.8X | \$15,000 | 14.3X | \$300 | 0.3X | \$700 | 0.7X | \$11,256 | 10.7X | \$72,744 | 69.3X | \$84,000 |
| TOTAL UTILITIES | \$1,110,000 | \$30,500 | | \$348,900 | | \$11,800 | | \$17,200 | | \$90,864 | | \$611,596 | | \$701,600 |
| OTHER COSTS | | | | | | | | | | | | | | |
| MAINTENANCE -DIRECT | \$56,500 | \$10,000 | | \$0 | | \$10,000 | | \$10,000 | | \$24,500 | | \$0 | | \$0 |
| MAINTENANCE -ALLOCABLE | \$81,900 | \$835 | 1.0X | \$2,862 | 2.5X | \$759 | 0.9X | \$629 | 0.2X | \$18,383 | 12.7X | \$67,237 | 82.1X | \$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 | \$32,500 | \$18,000 | | \$0 | | \$2,000 | | \$5,000 | | \$7,500 | | \$0 | | \$0 |
| INSURANCE -ALLOCABLE | \$800,000 | \$0 | 0.0X | \$0 | 0.0X | \$0 | 0.0X | \$0 | 0.0X | \$107,200 | 13.4X | \$692,800 | 86.6X | \$800,000 |
| REAL ESTATE TAXES -DIRECT | \$237,753 | \$51,040 | 0.0X | \$0 | 0.0X | \$29,000 | 0.0X | \$5,000 | 0.0X | \$152,713 | | \$0 | 0.0X | \$0 |
| COUNTY FEES -DIRECT | \$1,854,038 | \$215,050 | | \$453,750 | | \$23,985 | | \$6,000 | | \$173,375 | | \$981,878 | | \$0 |
| CONTINGENCY -ALLOCABLE | \$408,830 | \$0 | 0.0X | \$0 | 0.0X | \$0 | 0.0X | \$0 | 0.0X | \$54,783 | 13.4X | \$354,047 | 86.4X | \$408,830 |
| TOTAL OTHER COSTS | \$3,970,421 | \$294,925 | | \$455,812 | | \$65,744 | | \$516,624 | | \$541,354 | | \$2,895,962 | | \$1,286,450 |
| PLACEMENT RESERVES | \$367,211 | \$0 | 0.0X | \$36,721 | 10.0X | \$0 | 0.0X | \$0 | 0.0X | \$44,286 | 12.1X | \$286,204 | 77.9X | \$338,490 |
| TOTAL OPERATING EXPENDITURES | \$7,848,574 | \$536,167 | | \$1,043,197 | | \$129,161 | | \$582,160 | | \$1,807,400 | | \$4,350,486 | | \$4,129,729 |

M-2

APPROVED OPERATIONS BUDGET
PERCENTAGES ONLY

| COST CATEGORY | | MARINA | | CLUB FACILITY | | RETAIL LEASES | | JOB SHOP | | FROM 101 UNITS | | LEASEHOLD 200 UNITS | TOTAL |
|---------------------------------|------------|--------|--------|---------------|--------|---------------|--------|----------|--------|----------------|--------|---------------------|--------|
| | | ALLOC. | DIRECT | ALLOC. | DIRECT | ALLOC. | DIRECT | ALLOC. | DIRECT | ALLOC. | DIRECT | ALLOC. | |
| ADMINISTRATION | | | | | | | | | | | | | |
| 1. OFFICE EXPENSE | -DIRECT | | 100% | | | 100% | | | | | 100% | | |
| | -ALLOCABLE | 9.0% | | 9.0% | | 0.0% | | 0.0% | | 13.4% | | 86.6% | 100.0% |
| 2. MANAGEMENT FEES | -DIRECT | | 100% | | | 100% | | | 100% | 100% | | | |
| | -ALLOCABLE | 9.0% | | 9.0% | | 0.0% | | 0.0% | | 13.4% | | 86.6% | 100.0% |
| 3. LEGAL | -DIRECT | | 100% | | | 100% | | | | 100% | | | |
| | -ALLOCABLE | 9.0% | | 9.0% | | 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% | | 13.4% | | 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% | | 29.8% | | 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% | | 30.0% | 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% | | 10.7% | | 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-GROSS | -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 | | | | |
| | <u>Leasehold Interest & 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 ~~48.71%~~ 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 Clng. | 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 | |
| ecurity 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 |
| evator | 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 | 0.20257% | \$2,330.83 | | | |

| 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: _____