

Alexan

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BB



TRAMMELL CROW RESIDENTIAL SERVICES
APARTMENT LEASE AGREEMENT
State of California

THIS APARTMENT LEASE AGREEMENT (the "Lease") is made this day January 29, 2004, by and between the Owner of the Apartment Community L&B/TCR Lake Forest, LLC, (hereinafter referred to as "Owner"), and Michael S. Laham and/or Elana Laham, (hereinafter referred to as "Resident", whether one or more). West RS, Inc., d.b.a. TRAMMELL CROW RESIDENTIAL SERVICES, (hereinafter referred to as "Manager"), acts pursuant to express written authority granted to Manager by the Owner of the Apartment Community.

1. **Demise.** In consideration of the payment by Resident of the rental payments required to be paid hereunder as and when the same shall become due and the performance of all of the other covenants and conditions to be kept, performed and observed by Resident under this Lease, Manager hereby demises and leases the following premises to Resident:

Apartment #307, unfurnished, located at 307 Bellecour Way Lake Forest, Ca. 92630 in the Alexan Bellecour apartment community, (the "Apartment Complex"), together with the furniture, furnishings and personal property contained therein.

2. **Term.** The term of this Lease shall commence on January 10, 2004, and shall expire on July 31, 2004. If actual commencement of occupancy of the premises is delayed because of construction or the holding over of a prior tenant, Manager shall not be liable to Resident in any respect for such delay, and this Lease shall remain in force, subject to the following: (1) The rent shall be abated on a daily basis during such delay, and (2) Resident may terminate this Lease by giving notice in writing to Manager no later than the third day of such delay, whereupon Resident shall be entitled only to a refund of Resident's security deposit. Such conditions shall not apply to cleaning or repair days.

3. **Rent.** Resident agrees to pay Manager the sum of \$1280.00 per month as rental. This sum is the total of the following:
Base Rental \$1280.00 Other Rent \$0 for 0

The monthly rental shall be payable in advance, without offset, deduction or demand, on or before the first day of each month during the term of this Lease. Acceptable forms of payment are personal check, money order or cashier's check. Rent shall be payable at the Alexan Bellecour Management Office, 21041 Osterman Road, Lake Forest, CA 92630, (949) 855-9915, or at such other place or places as Manager may at any time or from time to time designate in writing to Resident. Rent payments may also be made in person at the Management Office Monday - Saturday 9:00am to 6:00pm and Sunday 10:00am to 5:00pm, or in the after hour drop box located across from the mail kiosk next to the pool entrance.

Manager and Resident agree that the actual cost to Manager when Resident fails to pay rent on time, or when Resident pays rent by a check which is subsequently dishonored by the bank, is difficult or impossible to ascertain, but the parties agree that Manager does, in the event of late payment or in the event of a dishonored check, incur certain costs, such as additional bookkeeping and administrative charges, bank charges, lost opportunity costs of the late payment, etc. The parties accordingly agree that if a rental payment is not paid by the 3rd of the month, Resident shall pay a late charge of 5% of the total rental amount listed above on the 4th of the month. If the Resident's check fails to clear the bank, a service charge of \$25.00 will be assessed, in addition to the late charge, if any. The parties agree that the payment of these sums does not constitute a license to pay rent late nor does it constitute a license to pay by dishonored check. Rent remains due on the first day of the month with a grace period until the 3rd of the month for payment of rent. A three-day notice to pay rent or quit may be served at any time after the 3rd day of the month irrespective of the existence of the late charges as set forth herein. If such notice is served after the 3rd of the month, it may include the late charge (and NSF charge, if applicable) which charges, as set forth above, are payable as additional rent.

If Resident gives Manager two checks that are returned for nonpayment during the term of this Lease, then the future rent shall be payable by cashier's check or money order. This policy will be applicable throughout the balance of either the initial term or any renewal or extension thereof.

4. **Move-In Date.** The proposed move-in date shall be January 10, 2004. Rental shall be due from that date until the end of the month in the sum of \$896.00. Resident's possession of the premises shall start on the move-in date. The fact that Resident occupies the premises prior to the term of this Lease as defined in subsection 2 above shall in no way affect the term of this Lease. Performance of all obligations, covenants and conditions shall be due from both Manager and Resident as of the move-in date.

5. **Security Deposit.** Upon signing this Lease, Resident shall deposit with Manager the total sum \$150.00 as a Security Deposit. The security deposit shall be held and/or refunded in accordance with California law. The security deposit shall be held in the Trabuco branch of the Bank of America bank. Any default under this Lease and California law, including, without limitation, Resident's failure to provide written notice of termination as required in paragraphs 10 and 11 of this Lease, may result in Owner's retention of all o

Lessee Initial(s):

Y. S. A.



41. **Addenda.** The addenda described below, marked and initialed for by resident, below have been reviewed and signed by resident. The addenda are executable as part of this Apartment Lease Agreement and all future renewals of this Apartment Lease Agreement.

<input checked="" type="checkbox"/>	Addendum A: Community Policies
<input checked="" type="checkbox"/>	Addendum B: Resident Security Acknowledgement
<input checked="" type="checkbox"/>	Addendum C: Smoke Detection Device Notice
<input checked="" type="checkbox"/>	Addendum D: Satellite Dish Addendum
<input checked="" type="checkbox"/>	Addendum E: Utility Provider Information
<input checked="" type="checkbox"/>	Addendum F: Apartment Inspection Form
<input type="checkbox"/>	Addendum G: New Carpet Agreement
<input checked="" type="checkbox"/>	Addendum H: Reserved Parking Agreement
<input checked="" type="checkbox"/>	Addendum I: Concession Addendum
<input type="checkbox"/>	Addendum J: Employee Lease Addendum

<input checked="" type="checkbox"/>	Addendum K: Meagan's Law
<input type="checkbox"/>	Addendum L: intentionally omitted
<input type="checkbox"/>	Addendum M: intentionally omitted
<input type="checkbox"/>	Addendum N: intentionally omitted
<input type="checkbox"/>	Addendum O: intentionally omitted
<input checked="" type="checkbox"/>	Addendum P: Water/Sewer Addendum
<input checked="" type="checkbox"/>	Addendum Q: Option to Pay Cancellation Fee
<input checked="" type="checkbox"/>	Other: Proposition 65 Warning Q&A
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other:

HIS INSTRUMENT BEFORE SIGNING

AGENT OR RESIDENTS:

Agent:
West RS, Inc., dba Frammel Crow Residential Services

Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

Property Manager: _____

STAFF

Property Manager
Misti McElwee
Leasing Manager
Larry Harmon
Maintenance Manager
Darrell Herges

HOURS

Monday - Saturday
9:00 a.m. - 6:00 p.m.
***Closed On Tuesdays**
Sunday
11:00 a.m. - 6:00 p.m.

Lakeside Towing
(949) 768-8282

One Way Courtesy
(714) 991-8136



BELLE COUR

21041 Osterman Rd. • Lake Forest, CA 92630
Phone: (949) 855-9915 • Fax: (949) 855-9950



July/August 2004



ADDENDUM A: COMMUNITY POLICIES

Community: Alexan Bellecour

Apartment Address: 307 Bellecour Way

Resident(s): Michael S. Laham and/or Elana Laham

COMMUNITY POLICIES

1. Insurance coverage maintained by the Manager does not protect Resident from loss of any personal property located anywhere on the premises (including vehicles), for reasons including, but not limited to, theft, fire, water damage, acts of nature, etc. Residents are advised to obtain a Renter's Insurance Policy protecting their household goods and personal property.
2. Proof of Insurance will be required from all Residents with waterbeds and fish tanks over 50 gallons.
3. The speed limit within the Apartment Community is 5 miles per hour. Motorcycles and bicycles shall only be permitted to be ridden on driveways and parking lots. Skateboards, roller blades and scooters cause very dangerous situations in parking lots, and may only be used in areas as designated by management.
4. Each apartment will be permitted to have a maximum of 2 vehicles parked on the premises at any time. The following vehicles and boats shall not be permitted in or around the premises and will be towed (with adequate notice if required by law) at Resident's expense: vehicles with flats, broken windows, and/or other significant damage; any recreational vehicles; boats or other floatation craft; and vehicles without current registration and/or license plates. Car repairs shall not be permitted on the property. Do not empty ashtrays onto parking lots or surrounding property. Cars may be washed on the property only if the property provides a car wash area.
5. Garages may not be used solely for storage and carport storage is not allowed. Garage doors must be kept closed when not in use. All vehicles parked in unreserved spaces longer than 48 hours may be subject to tow at Resident's expense.
6. Do not hang bathing suits, brooms, mops, rugs, etc. on your balcony or in the front of your apartment. Patios are to be kept neat and orderly at all times; wood, barbecues (where permitted), plants and patio furniture are acceptable items. Barbecue grills are not to be permitted on patios, porches or balconies. There will be no tin foil, sheets, blankets, or any type of coverings over windows to darken rooms; however, you may purchase white window shades that will serve the same purpose and still maintain the uniformity of the Apartment Community. You may hang your own drapes provided they have a white backing.
7. The equipment in the bathrooms and kitchens shall not be used for any purposes other than those for which they were constructed. No sweepings, rubbish, rags, disposable diapers, sanitary napkins, tampons, ashes or other obstructive substances shall be thrown therein. Do not place metal, string, grease, hair, coffee grounds, nut shells, glass, olive or fruit pits, corn cobs, paper, wire, bones or non-food in disposal. Resident shall be held responsible for any repairs or damage resulting from the misuse of such equipment, and shall reimburse Manager for necessary expenses incurred in the repair of such equipment. Portable washers or dryers not approved in writing by the Manager are prohibited.
8. Your apartment is your home, but it is not a house. The quiet hours are from 10:00 p.m. to 8:00 a.m.. Please be considerate of your neighbor and refrain from using washers & dryers, vacuums, dishwashers or any loud appliance during these hours. Residents are required to control the volume of stereos and musical devices within the apartments to the extent that they do not disturb residents of other apartments. Noisy or disorderly conduct annoying or disturbing other residents will NOT be permitted.
9. Residents may use nails and regular hangers when hanging pictures, mirrors, etc. Please DO NOT use the adhesive hangers since they damage the wallboard on the walls.
10. Trash containers are located at various places throughout the community. These dumpsters are provided for your convenience. Do not place trash on the ground if these are full. Simply proceed to the next closest dumpster to dispose of your trash. Do not use picnic trash containers for your household trash. Do not leave trash outside your door as it attracts rodents and other pests.
11. No unnecessary loitering in laundry facilities, leasing office, amenity areas or parking lots.
12. Skateboards, motorcycles, bicycles and similar vehicles may not be stored in entry ways or under stairs without prior written permission from Manager.
13. Apartment keys will only be released to occupants listed on the Lease Agreement, and not to children under the age of 16.

POOL & SPA POLICIES

Pool hours

8 a.m. to 10 p.m.

1. No lifeguard is on duty. Swim at your own risk.
2. Since the pool and spa are being used by many people, each resident must be considerate in the matter of inviting guests, as the residents living here must have first consideration. It is suggested that residents give careful thought to inviting guests on Saturdays and Sundays when most of the residents will be at home. No more than two (2) guests should be invited by any one resident. Visitors are not permitted, and will be asked to leave, unless the resident who has invited them is with them at the pool. Please register guests with the apartment office.

Lessee Initial(s) :

(Handwritten signature/initials in a large oval)

Full Parcel Report: Page 1 of 1

All Information As of January 1st, 2004

Parcel No: 104-180-24	Tax Rate Area: 30-075	Property Type: MULTIPLE FAMILY
Owner / Mailing Address		
Owner: L & B/TCR LAKE FOREST LLC		
Address: %TRAMMELL CROW, RESIDENTIAL, 949 SOUTH COAST DR #400		
City, State: COSTA MESA CA		
Zip: 92626-7733		
Situs Address		
Street: 21041 OSTERMAN RD		
City: LAKE FOREST		
Description		
Assessed Value	Exemptions	Dates
Land: 3,939,340	Exe Type:	Land BaseYear: 2002
Improvement: 16,789,587		Improvement Base Year: 2003
Personal Property: 0		Tax Lien Status:
Other: 0		
Gross: 20,728,927		
Less Exemption: 0		
Net: 20,728,927		
Sale History		
Reference Number: R01393416		
Additional Information		
Legal Description: PM 250-46 PAR 1 & PAR 2		

California Business Portal

Secretary of State Kevin Shelley

DISCLAIMER: The information displayed here is current as of Sep 10, 2004 and is updated weekly. It is not a complete or certified record of the Limited Partnership or Limited Liability Company.

LP/LLC		
L&B/TCR LAKE FOREST LLC		
Number: 200114510110	Date Filed: 5/23/2001	Status: active
Jurisdiction: CALIFORNIA		
Principal Address <i>(Mailing Address)</i>		
949 SOUTH COAST DRIVE, STE. 400		
COSTA MESA, CA 92626		
Agent for Service of Process		
CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA		
AS CSC-LAWYERS INCORPORATING SERVICE		

Fees and instructions for requesting certification of limited partnership and/or limited liability company records are included on the LP/LLC Records Order Form.

Blank fields indicate the information is not contained in the computer file.

If the agent for service of process is a corporation, the address of the agent must be requested in writing. Fees and instructions for requesting this information are included on the Corporate Records Order Form.

RECORDING REQUESTED BY
LAWYERS TITLE

Recorded in Official Records, County of Orange

Tom Daly, Clerk-Recorder



12.00

2003000543389 08:00am 05/13/03

121 30 N12 4

0.00 0.00 0.00 0.00 6.00 0.00 0.00 0.00

Order No. @
Escrow No. @
Loan No. @

WHEN RECORDED MAIL TO:

L&B/TCR Lake Forest LLC, a California Limited
Liability Company
949 South Coast Drive, Ste. 400
Costa Mesa, CA 92626

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

03-09974-12


1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.
2. The FULL NAME of the OWNER is L&B/TCR Lake Forest LLC, a California Limited Liability Company
3. The FULL ADDRESS of the OWNER is 949 South Coast Drive, Ste. 400
Costa Mesa, CA 92626
4. The NATURE OF THE INTEREST or ESTATE of the undersigned is:
In fee.
5. The FULL NAMES and FULL ADDRESSES of ALL PERSONS, if any, WHO HOLD SUCH INTEREST or ESTATE with the undersigned as JOINT TENANTS or as TENANTS IN COMMON are:

NAMES	ADDRESSES
None	
6. The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

NAMES	ADDRESSES
None	
7. A work of improvement on the property hereinafter described was COMPLETED April 30, 2003
8. The work of improvement completed is described as follows: 131 Townhomes, 1 leasing office, 1 Maint. Bldg.
9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is
TCR SC Construction 1 Limited Partnership
10. The street address of said property is 21041 Osterman Road, Lake Forest, CA 92630
11. The property on which said work of improvement was completed is in the City of Lake Forest, County of Orange, State of California, and is described as follows:

Parcels 1 & 2 of Parcel Map No. 89-240, as shown on a parcel map recorded in book 250, pages 46 through 48 of parcel maps in the office of the County Recorder

Date: 5/9/03

Signature of Owner or agent of owner  L&B/TCR Lake Forest LLC

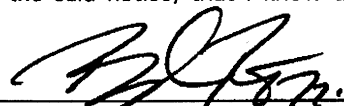
Verification for INDIVIDUAL owner _____: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice; that I have read said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place

(Signature of owner named in paragraph 2)

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the Assistant Secretary ("PRESIDENT, PARTNER, MANAGER, AGENT, ETC.") of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

5/9/03
Date and Place


(Signature of person signing on behalf of owner)
Brad Perozzi

ALL-PURPOSE ACKNOWLEDGEMENT

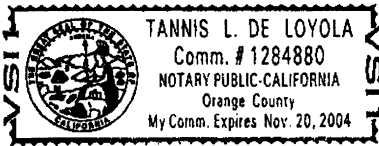
State of California

County of Orange } SS.

On May 9, 2003 before me, Tannis L. DeLoiola,
(DATE) (NOTARY)

personally appeared Brdd Perozzi
SIGNER(S)

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



WITNESS my hand and official seal.

Tannis L. DeLoiola
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgement to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

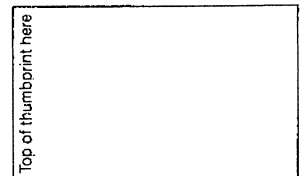
Notice of Completion
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

5/9/03
DATE OF DOCUMENT

OTHER

RIGHT THUMBPRINT
OF
SIGNER



PENALTY OF PERJURY AFFIDAVIT
(GOVERNMENT CODE 27361.7)

I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of the Notary: Tannis L. De Loyola

Date Commission expires: Nov. 20, 2004

County Where Bond is Filed: Orange

Commission No.: 1284880 Manufacturer/Vendor No.: N/A

Place of Execution: Irvine, Ca. Date: May 12, 2003

Signature: 
LAWYERS TITLE COMPANY

I further certify under the penalty of perjury that the illegible portion of the document to which this statement is attached reads as follows (if applicable):

Date: May 12, 2003

Signature: _____
LAWYERS TITLE COMPANY

RECORDING REQUESTED BY
LAWYERS TITLE CO.

Recorded in Official Records, County of Orange
Gary L. Granville, Clerk-Recorder

RECORDING REQUESTED BY, AND
WHEN RECORDED, RETURN TO:



12.00

20010393416 04:00pm 06/14/01

Janice L. Gresko
Jones, Day, Reavis & Pogue
41 S. High Street, Suite 1900
Columbus, OH 43215

113 59 G02 4
0.00 0.00 0.00 0.00 6.00 0.00 0.00 0.00

Documentary Transfer Tax is not of public record and is shown on a separate sheet attached to this deed.

104-180-22

GRANT DEED

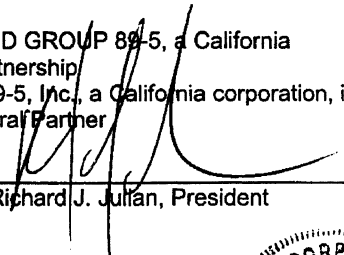
FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged,
ADVANCED GROUP 89-5, a California limited partnership ("Grantor"),

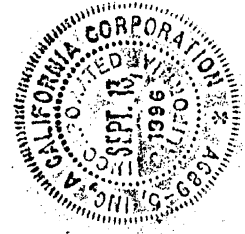
hereby grants to L&B/TCR LAKE FOREST LLC, a California limited liability company,

the real property located in the City of Lake Forest, Orange County, State of California,
described in Exhibit A attached hereto and made a part hereof, and all related rights and
appurtenances (including all right, title and interest of Grantor in and to any land lying in the bed
of any street, road, highway or alley (whether opened or proposed) adjoining such property, all
right, title and interest of Grantor in and to any oil, gas, or other minerals laying under such
property, all right, title and interest of Grantor in and to any water or water rights benefitting such
property and any stock evidencing any such water rights, any easements benefitting such
property and any strips and gores adjoining such property), as well as all improvements and
fixtures situated on such property, if any.

Executed as of JUNE 11, 2001

ADVANCED GROUP 89-5, a California
limited partnership
BY: AG 89-5, Inc., a California corporation, its
General Partner

By: 
Richard J. Jufan, President



99-05425-45

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On JUNE 11, 2001, before me, VICKI BINFORD ^{NOTARY PUBLIC} personally appeared RICHARD J. JULIAN
 personally known to me proved to me on the basis of satisfactory evidence
to be the person whose name is subscribed to the within instrument and acknowledged to me
that he/she executed the same in his/her authorized capacity, and that by his/her signature on
the instrument the person, or the entity upon behalf of which the person acted, executed the
instrument. Witness my hand and official seal.



Vicki Binford
Signature of Notary

CAPACITY CLAIMED BY SIGNER

SIGNER IS REPRESENTING
NAME OF PERSON(S) OR ENTITY(IES)

- INDIVIDUAL
 CORPORATE OFFICER

Advanced Group 89-5

PRESIDENT - AG 89-5, INC., A CA. CORP.
TITLE

- PARTNER
 ATTORNEY-IN-FACT
 TRUSTEE
 OTHER _____

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it should prevent fraudulent attachment of this certificate to unauthorized documents.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT:

Title of Type of Document: GRANT DEED
Number of Pages 3 Date of Document 6/11/01
Signer(s) Other Than Named Above NONE

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of the Notary: *Vicki Binford*

Date Commission Expires: *2-6-05*

County Where Bond is Filed: *Orange*

Commission No.: *1290030* Manufacture/Vendor No.: *NNA1*

Place of Execution: Irvine, CA.

Date: *6/14/01*

Curt J. Stapler for Lawyers Title
Signature

EXHIBIT "A"

THAT PORTION OF PARCEL 1 OF LOT LINE ADJUSTMENT NO. LLA-2001-03, RECORDED JUNE 11, 2001 AS INSTRUMENT NUMBER 20010380912, OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

PARCEL 1 OF PARCEL MAP NO. 89-240, IN THE CITY OF LAKE FOREST, COUNTY OF ORANGE, STATE OF CALIFORNIA AS SHOWN ON A MAP FILED IN BOOK 250, PAGES 46 TO 48, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
