

ADDENDUM TO NARRATIVE

RE: PARKING

Please note that I have attached the permit set of plans to this document. The occupant load information code and exit plan on page 2 of the plans is the numerical source that we used to determine the parking calculation that you requested. The office and storage areas are delineated on the power plan at p. 12 of the plan set.

The parking agreement for the 15 parking spaces is recorded and attached. The initial term was for 22 years but it renews for successive 25-year periods for as long as the parking facilities exist. See Section 14, Renewal of Lease. Furthermore, the terms of the parking lease agreement provide that “the Lessee is required by the ordinances of the City of Scottsdale to provide certain parking for its commercial activities conducted on Lessee’s property” and “Lessor is ready, willing and able to furnish parking facilities to fulfill lessee’s parking obligations...” Saba Brothers Rental was one of the first developers at the Scottsdale Mall and all parties were aware that they intended to rent the building to a commercial enterprise. We interpret this language to mean that the lease fulfilled *all* of the parking obligations associated with this building at the time of the agreement and in the future. The city, who wrote the lease, did not reserve any right to require any more parking of any tenant or preserve any obligation for Saba Brothers Rental and its lessees to provide more than was required at the time of the construction of the building. For all intents and purposes, the parking requirements for this building were grandfathered by the agreement written by the city and entered into with Saba Brothers Rental. We believe that this satisfies any parking obligation that we may have.