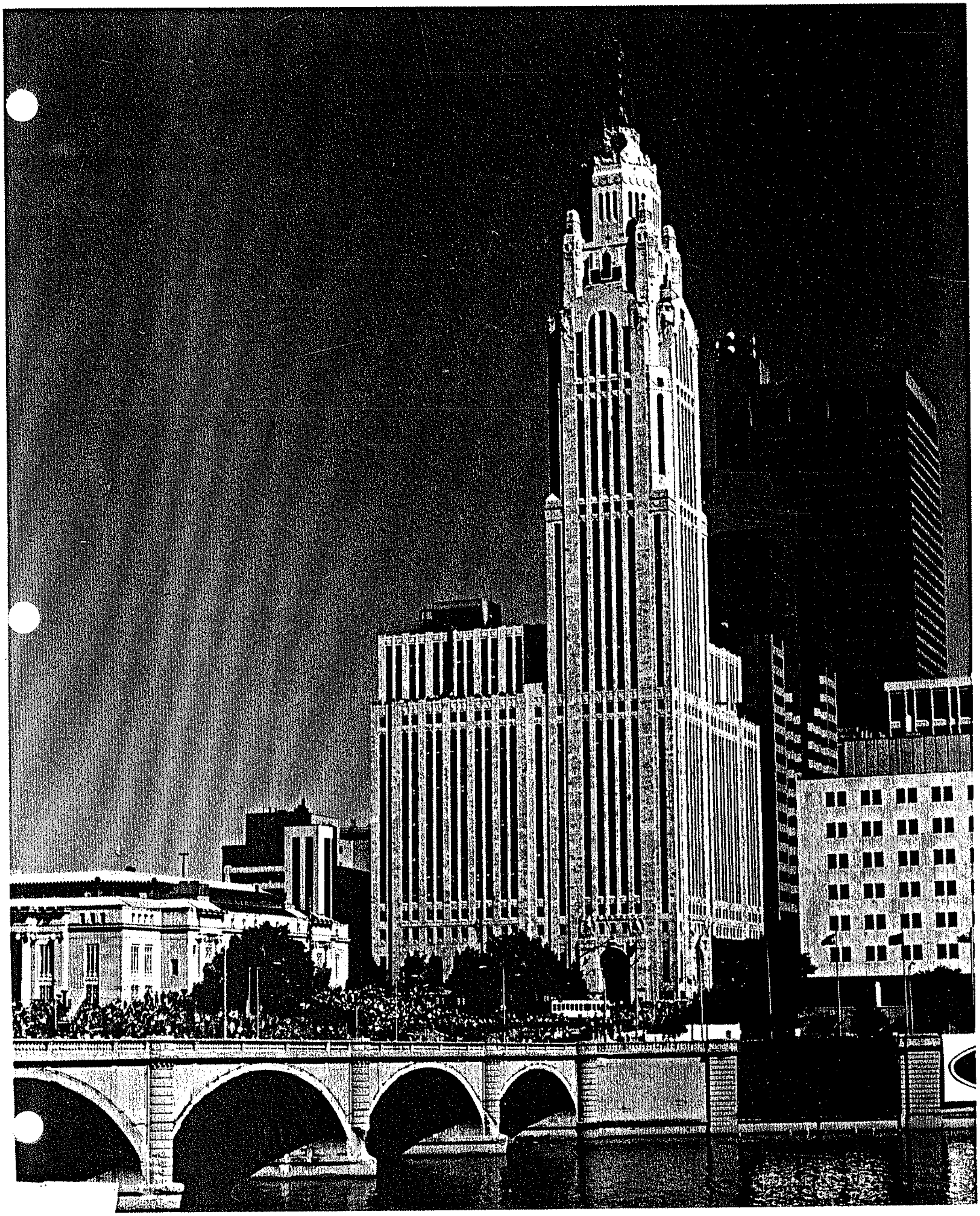
THE LEVEQUE BUILDING

COLUMBUS, OHIO

Piedmont Realty Advisors
1150 Connecticut Avenue, N.W., Suite 705
Washington, D.C. 20036



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I. INTRODUCTION

PIEDMONT REALTY ADVISORS
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202-822-9000

October 20, 1987

Executive Loan and Investment Committee
Imperial Savings of America
9275 Sky Park Court
San Diego, CA 92123

**Re: The LeVeque Building
Columbus, Ohio**

Dear Committee Members:

Enclosed is an investment report for a proposed equity joint venture between Imperial Savings Association ("ISA"), Katherine LeVeque, and The Daimler Group, Inc. ("Daimler"). The financing involves the LeVeque building ("LeVeque") in Columbus, Ohio. Katherine LeVeque is the present owner of LeVeque, and Daimler supervises the management of the property. A copy of the executed application letter is attached as Exhibit I-1.

Financing

The proposed joint venture will be a general partnership ("Partnership") whose partners will be ISA (or an affiliate) and an Ohio general partnership ("LeVeque/Daimler") composed of Katherine LeVeque and seven principals of Daimler. Upon formation of the Partnership, Katherine LeVeque will transfer the building to the Partnership. Simultaneous with the transfer, the Partnership will either (a) obtain a 7 year bullet loan for $10,000,000 or (b) with ISA's approval arrange for an extension of the existing Huntington Bank loan. ISA will contribute up to $1,260,000 upon formation of the Partnership for closing costs and some pre-closing renovation expenditures (including pay off of the Huntington Bank loan) and $6,780,000 during the following 36 months to pay for renovation of the property. Following the 36-month renovation period, ISA will be responsible for contributing 40%, and LeVeque/Daimler 60%, of any operating and capital shortfalls. ISA will earn a minimum 9.5% cumulative preferred return on its invested equity. If the interest rate on the bullet loan or the Huntington Bank loan exceeds 10%, then ISA's cumulative preferred return will increase by the amount in excess of 10%.

The Property

The LeVeque building, formerly known as the Lincoln-LeVeque Tower, is the premier historic landmark office building in Columbus, Ohio. It has an excellent downtown location, one block west of the State Capital of Ohio, and one block east of the Scioto River. The building occupies one-fourth of a city block, is 46 stories with a terra cotta exterior, and has a gross building area of 475,335 square feet. The building currently leases on the basis of 312,000 useable square feet but a conversion process began to convert the building to leasing on the basis of 350,000 rentable square feet. A second floor retail concourse connects LeVeque with a 7-story parking garage to the north and One Columbus, a new 416,00 square foot Class A office building, to the east. LeVeque is one block west of the 100% downtown Columbus location (Broad and High) with excellent vehicular access to the suburbs and central Ohio's interstate highway system. The building is also a short walk to all major civic and commercial focal points in the downtown area. The Palace Theatre, another historic landmark owned and operated by Katherine LeVeque, borders LeVeque on the north and has access through a lobby beneath the LeVeque midrise space.

Renovation Plan

In its present condition LeVeque is a lower end Class B property, with some of the highrise space in Class C condition. The Partnership will continue the renovation which Katherine LeVeque and Daimler started in 1986 under the Huntington Bank loan. Nearly all of the exterior renovation work, such as cleaning the building, caulking, and repairing cracks in some of the terra cotta, is already complete. A substantial amount of interior renovation work remains, such as updating the mechanical systems, remodeling the corridors, refitting the elevator cabs, and most importantly, refinishing the tenant space as leases roll over. ISA will make equity contributions to pay for the post-closing renovation work as the work is completed. The renovation of tenant space will occur as leases are signed, or as tenants are re-located within the building to make full floors available for renovation. The emphasis of the renovation plan is to make the property competitive at the upper end of the Class B downtown Columbus market.

The Market

Over the past several years there has been much activity in downtown Columbus with the construction of three Class A buildings, a new State Office Tower II, and the introduction of residential condos. The downtown market has remained relatively insulated from the high vacancy and low absorption rates which have affected many American cities. A recent study by Solomon Brothers ranked the Columbus CBD as one of the three strongest in the nation, and projected a vacancy rate of between 6% and 9% by January, 1989. The vacancy rate for all CBD space at the end of the second quarter of 1987 is 12.5%. Absorption in the CBD is running slightly more than 400,000 square feet per year.

LeVeque presently competes at the lower end of the Class B market, and even in unrenovated condition the building has performed well. Its occupancy as of July 1, 1987 was 76% and the average rent in place $11.50. The rent for Class B+ buildings similar to the expected condition of LeVeque after renovation, such as Huntington Bank, Wyandotte, and University Club averages $14.66.

The Joint Venture Partner

ISA's partner, LeVeque/Daimler, will be a general partnership composed of Katherine LeVeque and seven principals of Daimler. Katherine LeVeque is a prominent citizen of Columbus and has an ownership interest in three-fourths of the city block on which LeVeque is located. While Katherine LeVeque has substantial real estate holdings, she is not a sophisticated real estate developer or financier. For that reason she has engaged Daimler to supervise all aspects of the renovation, management, and leasing of the building. Daimler was founded in 1983 by Robert C. White and since that time has developed about 2.5 million square feet of space at a cost greater than $250 million. Daimler ranked second in dollar volume among commercial Columbus real estate developers in 1986 and fifth in 1985.

The Risk and Return

If the Partnership decides to continue with the Huntington Bank loan with a floating rate, there will be a short term interest rate risk while the rate floats, and an additional risk of where long term interest rates will be when Huntington Bank is taken out. There are substantial risks associated with the renovation work. For example, the renovation costs may exceed the budget with the result that ISA, and LeVeque/Daimler would have to contribute additional funds. In addition the renovation work may not create the value anticipated, and consequently the property may not obtain the proforma rental rates or occupancy levels. There is an operational risk that LeVeque/Daimler will not effectively manage the property and a risk relating to the value which ISA might receive upon termination of the Partnership. Each of these risks has been minimized in the deal structure which provides ISA with management and budget approvals and safeguards the property's value at partnership termination. The projected yield on this investment is relatively high and reflects the risks involved. Assuming a 10 year holding period, 5% inflation, a 3 year renovation period, and a 10% capitalization rate, ISA's internal rate of return is estimated to be 19.1%. ISA's cash-on-cash return is estimated to be 9.8% in the first year and above 10% for each year thereafter. The expected returns from this investment are more than adequate for the risks incurred.

Conclusion and Recommendation

An equity joint venture for the LeVeque property represents an opportunity for ISA to invest in an historic landmark in a strong market and receive a very favorable return. LeVeque is an established property in an excellent location, and the renovation plan is workable and sensible. Piedmont Realty Advisors recommends that the Executive Loan and Investment Committee approve Imperial Savings Association's entering into an equity joint venture according to the terms described in the application letter attached as Exhibit I-1.

Sincerely,

Daniel B. Kohlhepp

Daniel B. Kohlhepp
Vice President

DBK:clg
Enclosure

Exhibit I-1
APPLICATION LETTER

PIEDMONT REALTY ADVISORS
650 CALIFORNIA STREET
TWENTY-SECOND FLOOR
SAN FRANCISCO, CALIFORNIA 94108

415-433-4100

September 23, 1987

Mr. Robert C. White
The Daimler Group
1533 Lake Shore Drive
Columbus, Ohio 43204

Re: **The LeVeque Tower**
Columbus, Ohio

Dear Bob:

This letter summarizes the terms on which Piedmont Realty Advisors is prepared to recommend to its client's Investment Committee that it enter into a general partnership ("Partnership") with Katherine LeVeque ("LeVeque") and principals of The Daimler Group ("Daimler") on the above-captioned property subject to the terms and conditions described in this letter.

Property: The LeVeque Tower - An existing forty-four story historic office building containing 475,335 square feet of gross building area and potentially 371,687 square feet of rentable area as shown in Exhibit A. The building currently operates with approximately 312,000 square feet of rentable area, and the business plan of the Partnership is to increase the rentable area to 350,000 square feet.

Location: The northeast corner of the intersection of Broad and Front Streets in Columbus, Ohio.

Land Area: 35,156 square feet.

Parties: An affiliate of Imperial Savings Association ("ISA"), and a general partnership referred to as "LeVeque/Daimler" whose partners are described in the Ownership Structure section.

Ownership Structure:

General partnership to be formed whose general partner is ISA and whose managing general partner is LeVeque/Daimler, a general partnership whose managing general partner is Robert C. White and whose other general partners are Katherine S. LeVeque, Conrad W. Wisinger, Hal W. Field, H.E. Schmidt III, Denison Neale, Jr., Friederich K.M. Bohm, and A. Robin Wardrope. The managing general partner of LeVeque/Daimler and the managing general partner of the Partnership may not be changed without the prior written consent of ISA.

Basic Responsibilities:

ISA

(1) Provide equity capital.

Leveque/Daimler

(1) Responsibilities Prior to Conveyance of Property to Partnership:

(a) Arrange for the Partnership to obtain a non-recourse $10,000,000 loan secured by the Property the terms and conditions of which are acceptable to ISA which terms and conditions shall include an interest rate of 10% and a maturity date of not less than 7 years. If the interest rate exceeds 10%, see Contingency D below.

(b) Supervise the renovation of the Property in accordance with the budget attached as Exhibit B.

(c) Arrange for the complete payoff of the existing Huntington Mortgage loan ("Huntington Mortgage") on the Property. The parties expect that the outstanding balance of the Huntington Mortgage will be approximately $10,339,200 when the Property is transferred to the Partnership.

(d) Prepare and submit to ISA an operational plan for the renovation, management, and leasing of the Property. The plan shall include: (1) a budget for the renovation and operation of the Property during the 36 months following the conveyance of the Property to the Partnership (such 36-month period is hereinafter called the "Renovation Period"), and (2) a projected capital and operating budget for the Property after the Renovation Period. Such operational plan shall be acceptable to ISA.

(e) Coordinate on behalf of LeVeque/Daimler regarding formation of the Partnership, conveyance of the Property to the Partnership, obtaining the financing described in paragraph (a) above, and otherwise generally be responsible for organizing the Partnership.

(2) Responsibilities After Conveyance of Property to Partnership:

It is understood that LeVeque/Daimler, as managing general partner, will be directly responsible for the construction management of the renovation work, and the leasing, marketing, and management of the Property. The Partnership and LeVeque/Daimler shall enter into a comprehensive development management agreement ("Development Management Agreement") covering each of the above services. Subject to ISA's approval, LeVeque/Daimler will receive fees at a rate not to exceed market standard rates for performing each of these services. A brief description of LeVeque/Daimler's responsibilities is set forth below.

(a) Property Management - Manage and supervise the Property's operational and accounting function, or hire, pay and supervise specific individuals or companies to perform this work.

(b) Construction Management- Supervise the renovation of the Property in accordance with Exhibit C.

(c) Leasing - Act as leasing agent or supervise a qualified leasing agent.

(d) Marketing - Develop a marketing plan and strategy, control the marketing program, or retain, if necessary, consulting firms to efficiently market the Property.

Capitalization Upon Partnership Formation:

ISA

$40 upon execution of the Partnership Agreement.

LeVeque/Daimler

$60 upon execution of the Partnership Agreement.

Subsequent Contributions:

ISA

(1) Concurrently with closing of the $10,000,000 permanent loan and Leveque's contribution of the Property to the Partnership and after completion of the preclosing renovation outlined in Exhibit B, ISA shall contribute an amount not to exceed the sum of (i) $920,800 to pay the closing costs set forth on Exhibit D and (ii) up to $339,200 to payoff the Huntington Mortgage.

(2) Within five (5) business days after ISA approval of a request by the managing general partner for additional funds, which request shall specify in sufficient

detail the amount and proposed use the Partnership will make of the additional capital, ISA shall contribute to the Partnership the amount specified in the managing general partner's request; provided the total amount of ISA's contributions pursuant to paragraphs (1) and (2) shall not exceed the lesser of (i) $8,040,000 or (ii) the total amount expended to complete the items listed in Exhibits B, C, and D less the Permanent Mortgage. The obligation of ISA to make such contributions shall terminate at the end of the Renovation Period and the contributions and the Permanent Mortgage shall be used exclusively to pay for the items listed in Exhibits B, C, and D, as such Exhibits may be revised with the consent of ISA. (The aggregate amount ISA contributes pursuant to paragraphs (1) and (2) is hereafter referred to as the "Renovation Amount"). Exhibit E shows the sources and uses of funds for the Partnership.

(3) Contribute 40% of all cash flow deficits and capital shortfalls after the earlier to occur of ISA's contribution of the Renovation Amount, or the end of the Renovation Period. The managing general partner, with the consent of ISA, shall determine when capital calls occur.

LeVeque/Daimler

(1) Contribute the Property to the Partnership.

(2) Contribute 60% of all cash flow deficits and capital shortfalls after the earlier to occur of ISA's contribution of the Renovation Amount, or the end of the Renovation Period. The managing general partner, with the consent of ISA, shall determine when capital calls occur.

Closing: The parties intend that the execution of the Partnership Agreement, the transfer of the Property to the Partnership, and funding of the Permanent Mortgage shall occur simultaneously, but in any event before November 30, 1987. ISA shall grant a two week extension of the closing upon request of LeVeque/Daimler and further extensions shall be at the mutual consent of ISA and LeVeque/Daimler.

Percentage Interest in the Partnership:

ISA: 40%

LeVeque/Daimler: 60%

Percentage ownership interests and capital contribution and distribution percentages shall be adjusted in accordance with the Dilution Formula set forth below.

Distribution of Cash Flow:

Distributions of cash flow shall be made quarterly and shall be in the following order of priority:

ISA

First Priority - Payment of a 9.5% cumulative preferred return on the Renovation Amount;

Second Priority - Payment of a 9.5% cumulative preferred return on its cash contributions in excess of the Renovation Amount;

Third Priority - 40% of the remaining cash flow.

LeVeque/Daimler

Second Priority - Payment of a 9.5% cumulative preferred return on cash contributions;

Third Priority - 60% of the remaining cash flow.

Distribution of Capital Proceeds:

ISA

First Priority - The Renovation Amount;

Second Priority - Payment of any earned but unpaid 9.5% cumulative preferred return on the Renovation Amount;

Third Priority - Payment of cash contributions in excess of the Renovation Amount;

Fourth Priority - Payment of any earned but unpaid cumulative preferred return on cash contributions in excess of the Renovation Amount;

Fifth Priority - 40% of the remainder.

LeVeque/Daimler

Third Priority - Payment of cash contributions;

Fourth Priority - Payment of any earned but unpaid cumulative preferred return on cash contributions of LeVeque and Daimler.

Fifth Priority - 60% of the remainder.

Required Partnership Provisions:

The following are provisions that shall be incorporated into the Partnership Agreement.

A. Dilution of Ownership:

If either ISA or LeVeque and Daimler collectively fails to make any required contribution, then (i) the Partnership, upon consent of all partners, may borrow such amount, or (ii) the contributing party may make the required contribution on behalf of the noncontributing party and the dilution formula outlined below shall apply.

B. Dilution Formula:

For every $40,000 (or increment thereof) of required but unfunded contribution, the noncontributing partner's percentage interest in the Partnership will reduce by one percentage point and the contributing partner's percentage interest will increase correspondingly.

C. Partnership Term and Sale of Partnership Interests:

The term of the Partnership shall be 15 years. During the 9th year of the Partnership, LeVeque/Daimler may purchase ISA's partnership interests at market value, as determined by averaging three appraisals of the Property performed by MAI appraisers - one selected by LeVeque/Daimler, one selected by ISA, and the third selected by the other two appraisers. The purchase price for ISA's partnership interests shall be calculated as if the Property were sold to a third party for the average of the three appraisals and the proceeds (net of transfer costs) from such sale distributed in accordance with the Distribution of Capital Proceeds section.

LeVeque/Daimler may purchase ISA's partnership interests through the appraisal process only if LeVeque/Daimler's percentage interest throughout the term of the Partnership has been 50% or greater. If a sale of the Property, or of the beneficial interest in the Property, occurs at a price higher than the appraised value within 9 months following LeVeque/Daimler's purchase of ISA's partnership interest, then the appraised value shall be increased to the subsequent sale price and the parties shall recalculate the amount payable to ISA by using the subsequent sales price as the basis for the Distribution of Capital Proceeds, and LeVeque/Daimler shall pay ISA based upon the higher sales price.

After the tenth anniversary of the Partnership, or if the percentage interest of either LeVeque/Daimler or ISA is reduced by ten percentage points or more, then either party may implement a mutual and mandatory buy/sell provision for partnership interests.

D. Exhibits and Budget Line Items: Exhibits A, B, C, D, and E are a part of this application letter. The line item amounts in Exhibit C are estimates, but if actual line item expenditures vary by 10% or greater the line item changes shall be subject to approval of ISA. ISA shall use its best efforts to respond quickly to any requests for changes.

E. Budget Approval: ISA shall have the right to review and approve all operating and capital budgets for the Property.

F. Right of First Offer: If the Partnership desires to sell the Property, ISA shall have the Right of First Offer to purchase the Property.

G. ISA Partnership Fee: $160,800; $80,400 payable upon execution of this application letter and $80,400 payable upon transfer of the Property to the Partnership.

H. LeVeque Development Fee: $540,000; payable to LeVeque upon the transfer of the Property to the Partnership.

I. Governing Law: The Partnership Agreement and the rights and obligations of parties under such agreement shall be interpreted, construed and enforced under Ohio law.

J. Accountant: The Partnership Agreement will provide that the Partnership will engage an accounting firm satisfactory to ISA who shall perform an annual audit of the Partnership.

K. Partnership Borrowing: The Partnership will first seek to borrow funds from a third party on a non-recourse basis to cover cash flow deficits or capital expenses. A partner may also make a loan to the Partnership to cover deficits. LeVeque/Daimler shall not be permitted to pledge their partnership interests in the Partnership; however the partners of LeVeque/Daimler may pledge their partnership interests in the LeVeque/Daimler partnership.

L. Major Decisions:

The following nonexclusive list of decisions shall require the prior consent of all partners until such time as ISA's percentage interest exceeds 50% of the total percentage interests in the Partnership.

(a) Acquisition of any land or other real property or interest therein by the Partnership.

(b) Financing or refinancing of the Property or any Partnership assets.

(c) Sale or other transfer of the Property.

(d) Approval of an insurance program for the Partnership and the Property.

(e) Making any expenditure or incurring any obligation by or on behalf of the Partnership in excess of the budget, or which represents a 10% or greater variation in any line item.

(f) Approval of any agreement for the furnishing of goods or services to the Partnership by an entity related to or affiliated with a Partner.

(g) Execution of the Development Management Agreement or any modification thereof.

(h) Approval of all major plans and specifications for renovation work described in Exhibits B and C.

If at any time ISA's or Leveque's percentage interest in the Partnership is diluted by ten percentage points or greater, ISA or Leveque, as the case may be, shall be authorized to make all Partnership decisions and to take all actions on behalf of the Partnership without the approval of the other partners.

Contingencies

The following are conditions precedent to ISA's obligation to enter into the Partnership:

A. Engineering:

Daimler will engage an engineer approved by ISA to perform an inspection of the mechanical, electrical, and structural components of the Property and provide an opinion that its inspection conforms with the report "Leveque Renovation Highrise and Lowrise Master Plan" prepared by BOHM-NBBJ architects and H.A. Williams Consulting Engineers. The inspection will also address the accuracy of the proposed renovation expenditures and budgets and whether the proposed renovation work is sensible given the overall condition of the Property. ISA reserves the right to review and approve the scope and substance of the inspection. The cost of the engineering study will be paid for by Daimler or LeVeque and shall be reimbursed by the Partnership if ISA enters into the Partnership. ISA must be satisfied with the results of the inspection.

B. Environmental:

Daimler will arrange for an environmental study of the Property by a reputable environmental firm acceptable to ISA which determines whether any asbestos or other toxic or hazardous materials are present at the Property. If such materials do exist, then they must be remedied to the extent possible prior to transfer of the Property to the Partnership, and in any event before the end of the Renovation Period. Any readily accessible asbestos will be removed from the Property before transfer of the Property to the Partnership. The cost of the environmental study will be paid for by LeVeque/Daimler and shall be reimbursed by the Partnership if ISA enters into the Partnership. ISA reserves the right to approve the scope and substance of the environmental report and any remedial plans.

C. Leases:

ISA reserves the right to review and approve all existing leases (including the right to receive a rent roll certified as current, complete and accurate by LeVeque/Daimler and to receive tenant estoppels for all leases covering more than 4,000 square feet with a remaining term (including all renewal options, if any) of six months or more) and approve all future leases subject to agreed upon leasing standards. Agreed upon leasing standards will be part of the partnership agreement. Any leases not conforming to agreed upon leasing standards will require the written approval of Piedmont Realty Advisors or other party designated by ISA.

D. Permanent Mortgage: Obtaining a binding letter of commitment from an ISA approved lender to provide financing for $10,000,000 for the Property for a term of at least 7 years at an interest rate of 10% and upon such additional terms and conditions as approved by ISA. The cost of the letter of commitment will be paid for by Leveque/Daimler and shall be reimbursed by the Partnership if ISA enters into the Partnership. If the interest rate on the Permanent Mortgage exceeds 10% then ISA's cumulative preferred return on the Renovation Amount and any subsequent cash contributions (and LeVeque/Daimler's cumulative preferred return on its cash contributions, if any) shall be increased by the amount by which the interest rate on the Permanent Mortgage exceeds 10%.

ISA and LeVeque/Daimler may decide in lieu of obtaining a Permanent Mortgage to continue with the Huntington Mortgage with a floating interest rate. If the Partnership continues with the Huntington Mortgage on a floating rate basis, ISA's cumulative preferred return of 9.5% will be increased by the amount by which the floating rate exceeds 10%, but LeVeque/Daimler's cumulative preferred return will remain at 9.5%. If the interest rate on the Permanent Mortgage exceeds 12.0% then ISA may decide not to enter into the Partnership. Any decision to continue with the Huntington Mortgage will be subject to ISA approval.

E. Committee Approval: This Recommendation Letter must be approved by ISA's Investment Committee.

F. Due Diligence:	The Partnership Agreement will be contingent upon ISA being satisfied with the results of its due diligence with respect to the Property.
G. Market Value Appraisal:	ISA will receive a market value estimate for the Property after completion of renovation and leasing using the R-41-C methods of appraisal of at least $22,500,000 assuming stabilized occupancy. The appraiser will be retained by ISA and have an MAI designation. The Partnership will reimburse ISA for the cost of the appraisal at closing.
H. Title and Survey:	ISA reserves the right to review and approve the condition of title, title insurance and the Property survey.
I. Other Contingencies:	Such other contingencies as ISA may reasonably require and which are consistent with prudent practices of savings and loan associations entering into joint venture financing.
J. Management and Leasing Agreement:	Execution of a Development Management Agreement satisfactory to ISA and LeVeque/Daimler.

The foregoing is a brief summary statement of our present intent and does not constitute a commitment and is not binding on either ISA or LeVeque/Daimler. However, if the terms outlined in this letter are acceptable to you, please sign below and return this letter with an application fee of $80,400 by September 25, 1987. The application fee should be wired to a custodial account. Please call me for wiring instructions. If ISA does not agree to enter into a partnership agreement in accordance with the terms of this letter, or if the parties decide not to proceed with the transaction because the interest rate on the Permanent Mortgage exceeds 12.0%, the application fee less ISA's reasonable out-of-pocket costs and expenses will be returned to you. Upon execution of the Partnership Agreement, the application fee shall be credited toward payment of the $160,800 ISA Partnership Fee.

Sincerely,

Robert H. Zerbst

Robert H. Zerbst
President

Accepted:

Katherine S. LeVeque 9/24/87

Katherine LeVeque Date

THE DAIMLER GROUP

By: Robert C. White 9/24/87

Date

Exhibit A
LEVEQUE TOWER SPACE ANALYSIS

Floor Floor Number	Gross Gross Area (S.F.)	Rentable Rentable Area (S.F.)
1/B	16,919	0
U/B	13,699	0
1	10,432	4,283
Mezz	9,655	5,905
2	13,658	6,397
3	15,732	13,582
4	15,732	13,780
5	15,732	13,757
6	17,708	15,771
7	17,708	15,771
8	18,232	16,281
9	18,232	16,281
10	18,232	16,281
11	18,232	16,281
12	18,232	16,281
13	18,232	16,281
14	18,232	16,281
15	18,232	16,281
16	15,387	13,352
17	15,419	13,564
18	15,419	13,478
Subtotal	339,056	259,888
19	15,419	12,824
20	11,017	5,499
21	5,431	4,864
22	5,431	4,893
23	5,431	4,877
24	5,431	4,867
25	5,431	4,869
26	5,431	4,878
27	5,297	4,739
28	5,297	4,736
29	5,297	4,734
30	5,297	4,739
31	5,297	4,735
32	5,297	4,764
33	5,297	4,751
34	4,976	4,311
35	4,976	4,361
36	4,976	4,349
37	4,976	4,418
38	4,688	4,216
39	3,688	2,944
40	3,129	1,990
41	2,129	1,820
42	1,585	0
43	1,585	1,316
44	1,585	1,305
45	1,355	0
46	530	0
Total	475,335	371,687

* The Property presently operates on the basis of having approximately 312,000 rentable square feet. The Partnership's business plan is to increase the rentable area to approximately 350,000 square feet.

Exhibit B

ESTIMATED
PRE-CLOSING RENOVATION EXPENDITURES

Original Mortgages	$ 6,560,000
Asbestos Removal and Abatement	20,000
Second Floor Concourse	743,000
Street Improvements	398,000
Exterior Cleaning	320,000
Exterior Repair	275,000
Elevation Cab Refitting and Upgrade	260,000
Public Area Upgrade	285,000
Mechanical and Electrical Improvements	19,000
Tenant Improvements	330,000
Off-Site Improvements	188,000
Soft Cost (i.e. architect, engineer, construction manager, and other professional fees)	714,000
Contingency	227,200
Total Expenditures Prior to Closing:	$10,339,200

NOTE:

1. The Renovation Work is described in greater detail in "Leveque Renovation Highrise and Lowrise Master Plan" prepared by BOHM-NBBJ Architects and H.A. Williams Consulting Engineers.

2. The line item amounts in Exhibit B represent costs incurred and committed to date and the amounts may change subject to ISA approval. For Exhibit B work which Leveque/Daimler has committed to do but which is not complete as of closing there will be a decrease in the applicable line item amount in Exhibit B and a corresponding increase in the General Contingency line item in Exhibit C.

3. If line item work on this Exhibit B is completed for less than the budgeted line item amounts, then the savings shall go into the contingency on this Exhibit B, and if all of the work is completed and funds remain in the General Contingency such funds shall be added to the contingency line item in Exhibit C.

4. The parties anticipate that the balance of the Huntington Mortgage will be $10,339,200 and that since the permanent loan will be $10,000,000 there will be approximately $339,200 payable to Huntington as a closing cost to payoff the Huntington Mortgage. If the payoff amount is less than $339,200 the savings shall become a General Contingency line item on Exhibit C.

5. Any changes of 10% or greater in the line items amounts in this Exhibit B shall be subject to ISA's consent.

Exhibit C

ESTIMATED
POST-CLOSING RENOVATION EXPENDITURES

Replace Fire Alarm Systems	$ 450,000
H/R Firepump and Standpipe	140,000
Stair Pressurization Fans	60,000
H/R Evaporation Cooler and Riser	240,000
H/R on Floor Heatpumps	360,000
Install R/Coils in H/R Air	121,000
Replace L/R Chiller	120,000
Miscellaneous HVAC Work	40,000
Emergency Generator	362,000
Emergency Power Distribution	109,000
Refit Electrical System	264,000
L/R Smoke Detection System	80,000
L/R Public Areas	494,000
H/R Public Areas (Add Bathroom)	360,000
Storm Windows	136,000
Recaulk Exterior Windows	51,000
Install B/Building Blinds	102,000
Reno 60% H/R Tenants @ $25/SF	1,677,000
Reno 60% L/R Tenants @ $10/SF	1,226,000
Redecorate Stair Tower	150,000
Electric Stair Tower Locks	150,000
General Maintenance Work	88,000
General Contingency	0
Total Cost:	$6,780,000

NOTE:

1. The Renovation Work is described in greater detail in "Leveque Renovation Highrise and Lowrise Master Plan" prepared by BOHM-NBBJ Architects and H.A. Williams Consulting Engineers.

2. These budgeted line item amounts include design and construction management fees and contingencies.

3. The General Contingency funds may be used to cover cash flow deficits.

4. The line item amounts on this Exhibit C are estimates but if actual expenditures vary by 10% or greater then such changes shall be subject to ISA's approval.

Exhibit D

ESTIMATED
CLOSING COSTS

Permanent Loan Fee	$100,000
Title Insurance and Other Closing Costs	35,000
Leveque Development Fee	540,000
ISA Partnership Fee	160,800
Legal Fees	50,000
Appraisal	10,000
Environmental Study	5,000
Engineering Study	20,000
Total Cost:	$920,800

Exhibit E

SOURCES AND USES OF FUNDS

Sources	
Permanent Loan	$10,000,000
ISA Equity	8,040,000
Total Sources	$18,040,000
Uses	
Pre-Closing Expenditures - Exhibit B	$10,339,200
Post-Closing Expenditures - Exhibit C	6,780,000
Closing Cost - Exhibit D	920,800
Total Uses	$18,040,000

II. THE PROPERTY

II. THE PROPERTY

A. INTRODUCTION

The LeVeque building was constructed in 1927 and is an historic landmark in downtown Columbus, Ohio (see Exhibit II-1). The building is 46 stories high and has 475,335 square feet of gross building area. It was the city's first skyscraper and was the landmark downtown office building for many years. Downtown Columbus has several taller office buildings today, however, LeVeque retains the attributes of location, access, and architectural detail that make it a competitive office building in today's market.

B. LOCATION

1. Accessibility

The LeVeque building has excellent vehicular access to the Columbus suburbs and the interstate highway system, and excellent pedestrian access to all focal points downtown.

Vehicular Access: The subject property is at the northwest corner of the intersection of Broad and Front Streets, one block west of the intersection of Broad and High Streets, which is the 100% location in downtown Columbus (see Exhibit II-2). Broad Street (also known as Route 62, Route 40, and Route 16) is the most important east-west artery in downtown Columbus, and High Street (Route 23) is the north-south counterpart of Broad Street. Front Street is a major north-south arterial, so named because it fronts on the Scioto River which is the western boundary of the Central Business District. Broad Street crosses the Scioto River one block west of the subject property. One-half mile farther west Broad Street intersects with the Columbus Innerbelt which connects with all major freeways in central Ohio.

Two alleys, Wall and Pearl, bisect the city block on which LeVeque is located. Both alleys permit two-way traffic, allowing right and left turns onto High Street, right turns only onto Front and Broad Streets, and left turns only onto Gay Street, a west-bound artery at the northern boundary of the LeVeque block. The alleys allow right and left turns onto High Street. The alleys permit vehicles to avoid the traffic lights at the four intersections surrounding the LeVeque block if motorists want to change directions or avoid Front Street which is one-way north or Gay Street which is one-way west.

Pedestrian Access: LeVeque occupies the southwest quadrant of a city block. The building is linked to two other quadrants of the city block via a second floor retail concourse. To the north, the concourse connects to a 7-story, 938-space parking garage, providing LeVeque with a major benefit of readily accessible parking. To the east, the concourse connects to One Columbus, a new 416,000 square foot Class A office building developed by a joint venture of Katherine LeVeque and Travelers Insurance, for which Daimler is management consultant.

LeVeque is convenient to the business, commercial and civic focal points in Columbus. One block to the east is the State Capital of Ohio and one block to the west is the Scioto River. The Columbus City Hall is across Front Street and the Federal Building is one block north of City Hall. LeVeque is an easy walk to two Hyatt Hotels, a Pickett Hotel and a Sheraton Hotel, and all important downtown office buildings, such as Huntington Center, Capital Square Office Tower, the existing State Office Tower, the State Office Tower II which is under construction, Bank One, and Banc Ohio. LeVeque is an excellent location for lobbyists and trade associations who need to be close to the State Office Towers, the State Capital, the City Hall, and the Federal Building.

2. Adjoining Land Uses

The dominant land use in downtown Columbus is the State Capital (see Exhibit II-3). The State Capital occupies one full city block and the square which surrounds the capital building is known as Capital Square. Most recent construction, as well as planned construction, centers around the western boundary of Capital Square which is the block on High Street between State and Broad Streets, and the side nearest LeVeque. The important land uses on this block are Huntington Bank (built in 1925), Huntington Center, a new 910,000 square foot office building and Pickett Hotel complex developed by Gerald D. Hines Interests which opened in 1984, and the 600,000 square foot State Office Tower II which is currently under construction. This will be the second State Office Tower on Capital Square; the first is the James Rhodes State Office Tower on Broad Street on the northern boundary of Capital Square. On the southern boundary of Capital Square is the Ohio Theatre, the new Capital Square Office Tower (494,782 square feet), a new Hyatt Hotel, and the Beggs Building. The Schotenstein family has announced plans to raze the Beggs Building and construct a 700,000 square foot Class A office building in its place.

To the west of LeVeque across Front Street is the Columbus City Hall and one block north of City Hall is the Federal Building. Just across the West Broad Street bridge is the Central High School site on which negotiations for development are presently taking place. Possibilities include a mixed-use development or a shopping center. Development at this site will substantially benefit LeVeque by securing the block on High Street between Broad and State as the 100% location, and providing LeVeque with excellent access to another downtown focal point. The Scioto Riverfront will also be an area of future development as Columbus has created a Riverfront Community Improvement Corporation ("RICC") to assist in long range planning for development of the Riverfront area. RICC has produced a strategic plan for mixed-use development which includes a marina, restaurants, amphitheatre, office and residential uses. Exhibit II-4 is an aerial photograph showing the riverfront area, LeVeque's downtown location, and the adjoining land uses.

C. THE SITE

LeVeque occupies 35,156 square feet of land at the southeast quadrant of a city block (see Exhibit II-5). One can enter the LeVeque building via the second floor concourse from the parking garage or One Columbus. There are also two entrances on Broad Street, one into a lobby with elevators to the highrise space, and the other into a lobby with elevators to the lowrise and midrise space. A hallway within the building connects these two lobbies. There is also an entrance on Front Street.

Adjoining the LeVeque building to the north, and with access through a lobby beneath the LeVeque lowrise space, is the Palace Theatre, an historic theatre owned and operated by Katherine LeVeque. The Palace Theatre is used for dramatic and musical productions and various civic events, and its association with LeVeque further enhances the already strong identity of LeVeque within the Columbus market. Access for the Palace Theatre is governed by two easement agreements.

D. THE IMPROVEMENTS

1. Building History and Characteristics

The LeVeque building, formerly known as the Lincoln-LeVeque Tower , and originally the American Insurance Union Citadel building, is a 46-story building designed by C. Howard Crane and completed in 1927. It exemplifies a 1920's architectural style which combines historic elements with the modernism of that era. Paul Goldberger describes the LeVeque building in Skyscraper as "at once sleekly modern and heavily Byzantine, possessing the air of a civic monument more than that of an office building." The Byzantine impression is created by the designs at the top of the building and the interior decoration. The mass and historicist expression of LeVeque are unique in Columbus, and in general, anywhere between New York and Chicago, the two cities in which skyscraper design dominates. LeVeque is an example of a hybrid monolith building (see Exhibit II-6). It occupies one-fourth of a city block and was designed to contain shops, a theater on the ground level, ballroom on the mezzanine level, restaurant on the second floor, offices on the upper floors, and residential apartments with an observation deck at the top floors. The idea behind hybrid monolith buildings was to reduce urban congestion, and improve the quality of life. The connection of LeVeque's second floor with the original Deshler Hotel (now One Columbus) through a bridge over Wall Street, was a very early example of a design concept still used in American cities i.e. a network of overhead walkways which link city functions on levels above the ground. (See Exhibit II-7).

LeVeque has been subjected to major and minor renovation efforts over the years to accommodate tenant requirements (e.g. plumbing, electrical, HVAC, etc.). However, the building currently needs a "systematic" renovation to compete at the top end of the Class B market, and to secure the future of the building as a functional landmark in downtown Columbus. Important results of the renovation will be the integration of the building's different use components, the improvement of their appearance and efficiency, and the creation of a mixed-use building with a better human environment.

2. The Building

The layout of LeVeque is best understood in terms of three general levels: lowrise (floors 1-10), midrise (floors 11-19), and highrise (floors 20-44). The other components of the building are floors 45-46 used as tower space and with antenna income only, an upper and lower basement, ground floor lobbies and retail space, a mezzanine level, and the second floor concourse.

The lower basement contains the boilers and other major mechanical systems, and the upper basement is used primarily for rental of storage space to tenants in the building. The ground floor has two lobbies. The highrise lobby is decorated with original fresco paintings and has three elevators with original brass doors. The second lobby is more modern and has three elevators for the lowrise space and three elevators for the midrise space. Above the lowrise space is the mezzanine level with a combination of office and retail space. Above the mezzanine is the second floor retail concourse which connects LeVeque to the parking garage to the north and One Columbus to the east. Retail space is on the second floor concourse, the mezzanine, and the ground floor.

The lowrise has elevator service from the lobby to 10th floor. The office space begins directly above the second floor concourse and continues through the 10th floor where one can transfer to the midrise elevators which run from the 11th to the 19th floors. The lowrise floor plates are L-shaped (see Exhibit II-8) and range from 15,732 to 18,232 square feet. The midrise space runs from the 11th through the 19th floors and also has direct elevator service to the lobby. The floor plates for the midrise are also L-shaped and range in size from 15,387 to 18,232 square feet (see Exhibit II-9). On the 18th floor one can transfer to the highrise elevators. The largest highrise floor plate is 5,387 on the 20th floor and the floor plates gradually decrease in size until the 44th floor which is 1,045 square feet (see Exhibit II-10). However, the floor plates remain approximately 4,500-5,000 from the 21st until the 39th floor when there is a sudden drop to 2,700 square feet. To reach floors 38-44, one transfers to a shuttle elevator on the 37th floor which services floors 38-44 only.

The subject property derives the vast majority of its income stream from office and retail space. Additional sources of income include the leasing of antenna space in the tower (approximately $63,000 per year), miscellaneous income derived from rental of storage space, and services supplied by management to tenants of LeVeque and other downtown office buildings (approximately $140,000 per year).

3. The Renovation Plan

The LeVeque renovation plan is to upgrade the exterior and interior of the building so that it becomes in its entirety Class B+ space (see Exhibit II-11 to II-12). Daimler will act as construction manager and will be in charge of arranging separate contracts for each aspect of the work, and ISA will make equity contributions as the construction work is completed. The renovation work began in 1986, and to maximize the impact of the work, the first improvements were to the lobbies, the exterior of the building, and the security system. Daimler will continue to act as construction manager to integrate the renovation work throughout the building in accordance with a comprehensive plan. Daimler arranged for an in-depth engineering and renovation study of the building, "LeVeque Renovation Highrise and Lowrise Master Plan" by BOHM-NBBJ Architects, and H.A. Williams Consulting Engineers. ISA will receive an independent review of the BOHM-NBBJ report before closing. A more specific description of the renovation work and its current state of progress is attached as Exhibit II-13.

Approximately 75% of the pre-closing renovation work has already been completed (including the pay-off of prior indebtedness), and 25% is in progress. The Partnership Agreement between ISA and LeVeque/Daimler will specify that the post-closing renovation work will be completed during the 36 months following formation of the Partnership, and ISA will pay for 100% of the renovation costs up to the line item amounts set forth in the project budget (see Exhibit II-14). The most costly post-closing renovation expense is remodeling of tenant spaces (42.8%). The plan is for the rehabilitation of tenant spaces to be market-driven, i.e. the work will be performed as specific leases are signed.

An important aspect of the renovation plan is to convert LeVeque from being leased on usable area to rentable area by adding a 12% load factor. Historically, LeVeque has been leased on a usable basis with approximately 312,000 usable square feet. With the implementation of the 12% load factor, the rentable area will be approximately 350,000. Leasing space on a rentable basis is the market standard in Columbus. The conversion process began in the summer of 1987 and leases since then include the 12% load factor.

4. Environmental Hazards

As part of the renovation work, Daimler obtained an environmental study of the subject property to determine whether any asbestos was present (see Appendix A). The study concluded that a minimal amount of asbestos is present and made suggestions as to a cost effective removal and monitoring plan. Daimler is implementing the plan and the application letter specifies that all remedial work, to the extent possible, be completed prior to closing, but in any case, before the end of the 36-month renovation period.

5. The Tenants

LeVeque has 115 tenants occupying spaces which vary from 96 square feet to the 38,930 square feet (see Appendix B). The Ohio Student Loan Commission is the largest tenant and will be vacating its space on December 31, 1987 to take possession of a recently renovated building in the downtown area. While this represents the loss of a major tenant, it also creates the opportunity for space on three different floors to be consolidated and a substantial block of space to be renovated and re-leased.

Many of the tenants have been in the building for a long time. The tenants can generally be categorized as trade associations, small professional firms, and entities having some association or business with the State of Ohio. Daimler plans to increase the average size of the tenants and gradually convert the highrise space into full-floor tenants. However, it will be important to retain as many tenants as possible during the renovation period. To that end, as tenants renew, leases over 2,000 square feet will provide the landlord with the right to relocate the tenant within the building. Also month-to-month tenants which currently comprise about 20% of the building are being renewed on that basis to maximize flexibility in the timing of renovation work. By concentrating renovation work on vacant floors, inconvenience to the other tenants will be minimized. Some of the present tenants will inevitably be lost due to the renovation work and the restructuring of the tenant base and tenant layout. This is an unavoidable result of the renovation process, but once renovated space is released, the overall income producing capacity of the building will increase substantially.

6. Investment Tax Credit (ITC)

Daimler has indicated that the renovation work performed to date has been performed to qualify for the historic rehabilitation tax credit. Piedmont has consulted with James LeRoy of Landels, Ripley and Diamond regarding the ITC, and on a preliminary basis it appears that ISA will qualify for the overwhelming portion of the ITC for post-closing renovation expenditures since it will receive an overwhelming portion of the taxable income of the property for the first five years.

E. PROJECT BUDGET

The project budget for LeVeque is set forth in Exhibit II-14. The budget includes the pay-off of the existing mortgage to Huntington Bank (under which the renovation work has been financed to date), anticipated post-closing renovation costs, and various fees associated with the transaction. ISA's equity contribution for renovation work over a 36-month period is capped at $6,780,000. In addition, ISA will contribute up to $1,260,000 at closing. After ISA has contributed a total of $8,040,000, ISA will contribute 40%, and LeVeque/Daimler 60% of operating and capital shortfalls, should any occur.

F. CONCLUSION

The LeVeque building is a historic landmark which in its present condition is predominantly lower end Class B space, and in some instances in the highrise, Class C space. However, LeVeque has an excellent location, excellent original building materials, and unique architectural features. The plan is to renovate the space so that it can compete at the upper end of the Class B market. The property has outstanding name identification throughout Ohio and a very well-established identity in Columbus. The facade of the LeVeque building appears consistently in all types of publications featuring Columbus from postcards to business publications, to Chamber of Commerce materials. When renovated LeVeque should complete very favorably with other Class B+ space. It will have the attractiveness of an historic property combined with the efficiencies of a modern property. The highrise space will be especially attractive with some of the best views in Columbus.

Exhibit II-1
REGIONAL LOCATION MAP

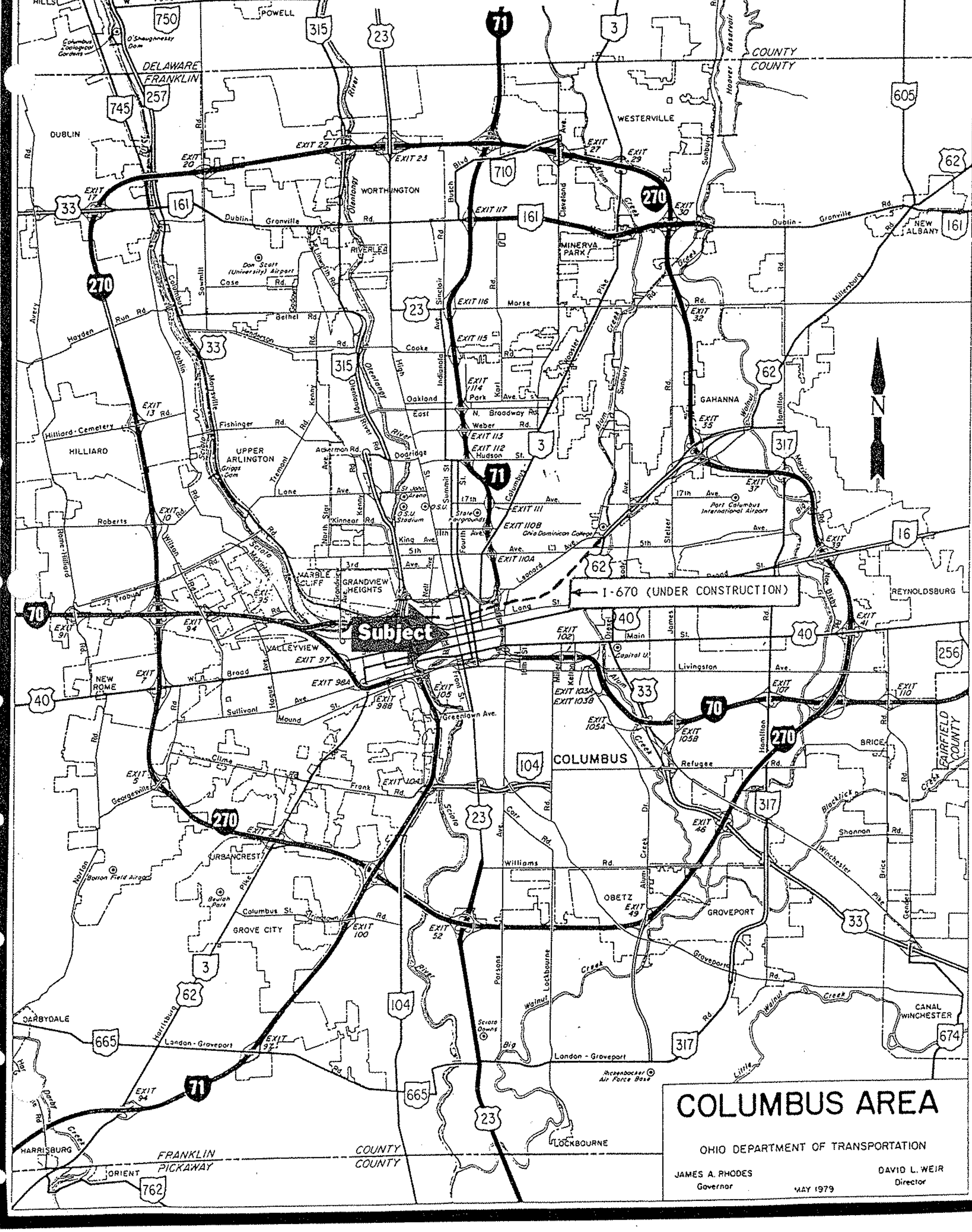


Exhibit II-2
SITE VICINITY MAP

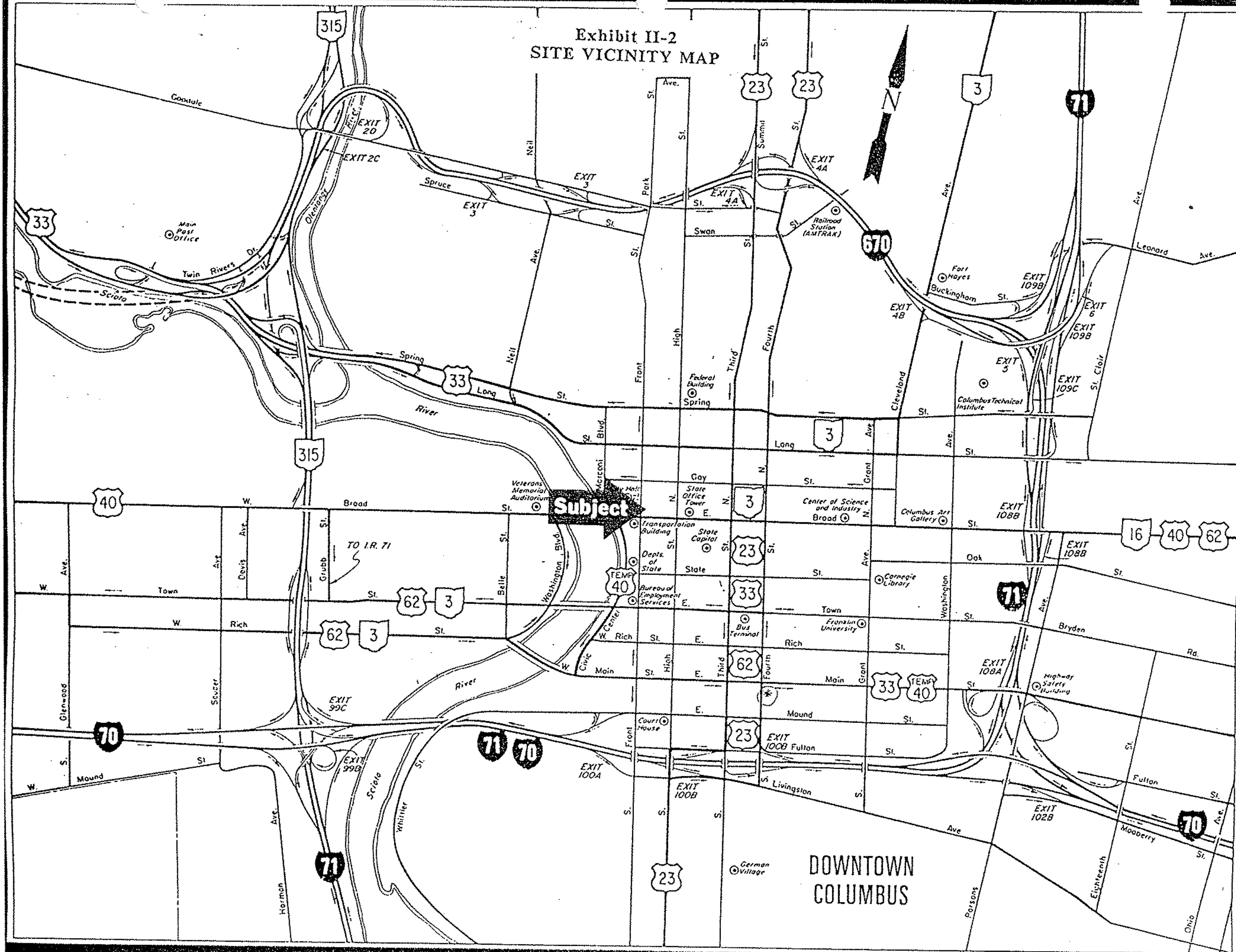


Exhibit II-3
ADJACENT LAND USES

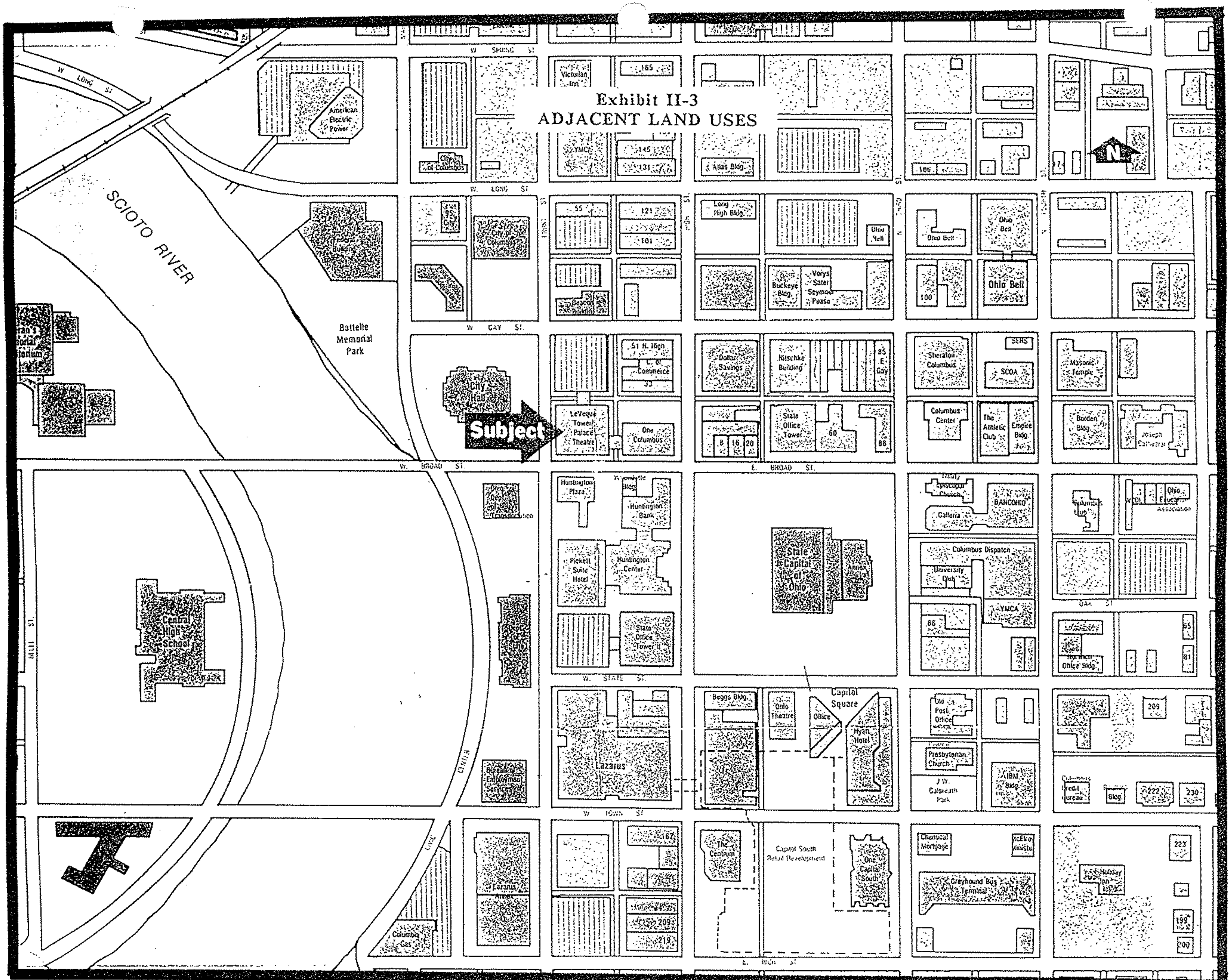


Exhibit II-4
AERIAL PHOTOGRAPH LOOKING NORTH

Exhibit II-5
SITE PLAN

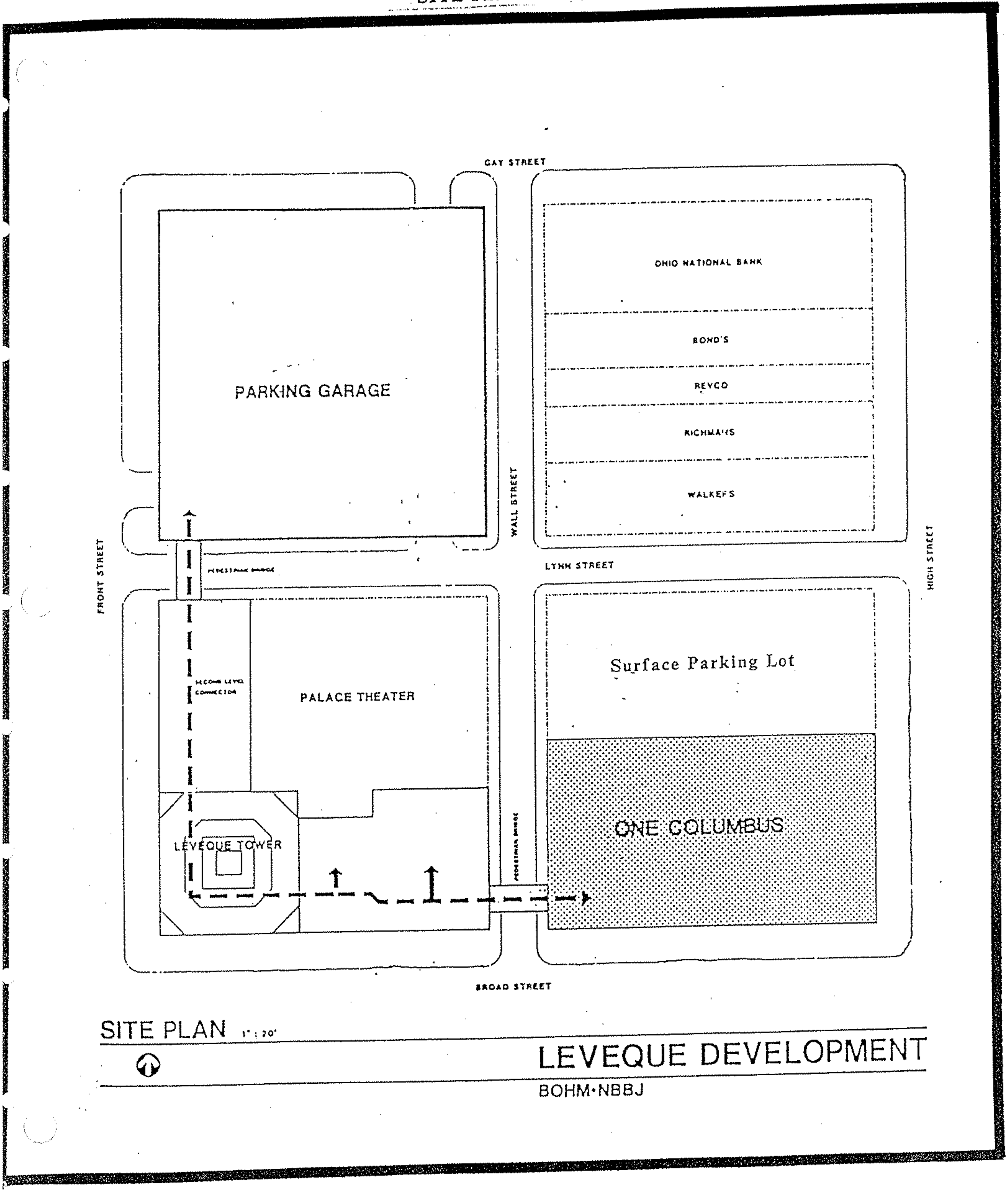


Exhibit II-6
NORTH ELEVATION

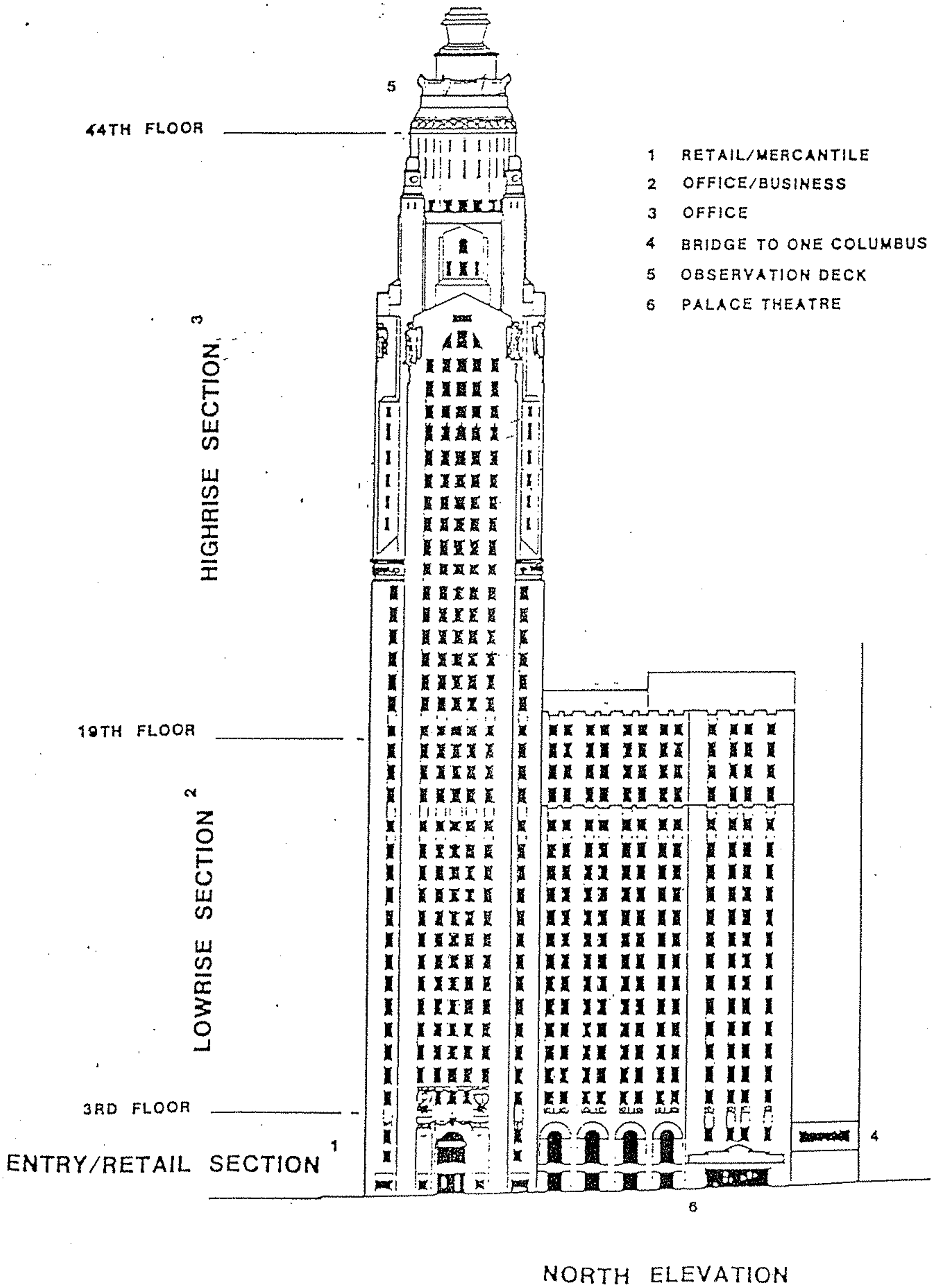


Exhibit II-7

CONCOURSE LINKING LEVEQUE BUILDING TO GARAGE AND ONE COLUMBUS

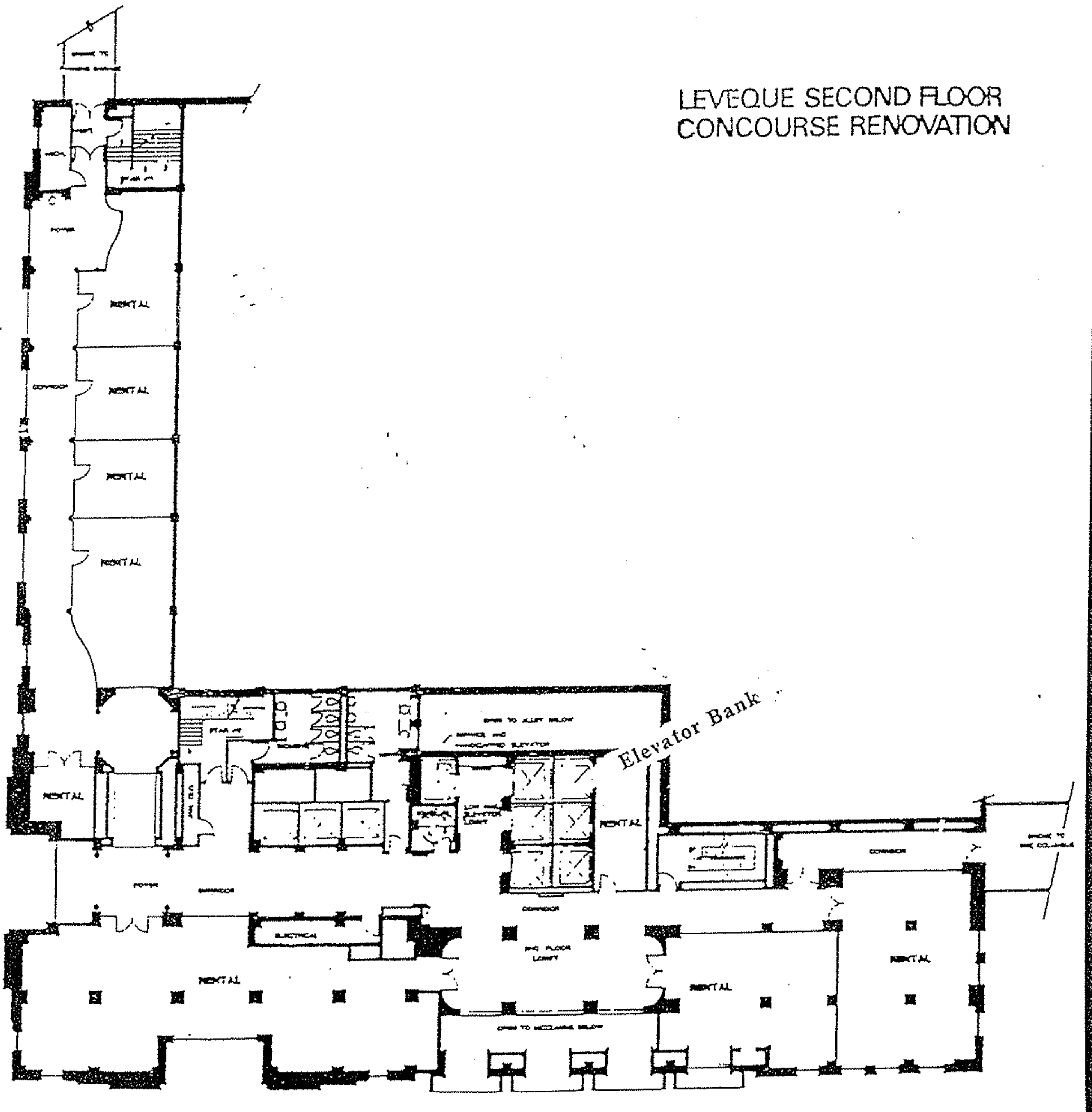


Exhibit II-8
PROPOSED LOWRISE ELEVATOR AND ELEVATOR PLAN

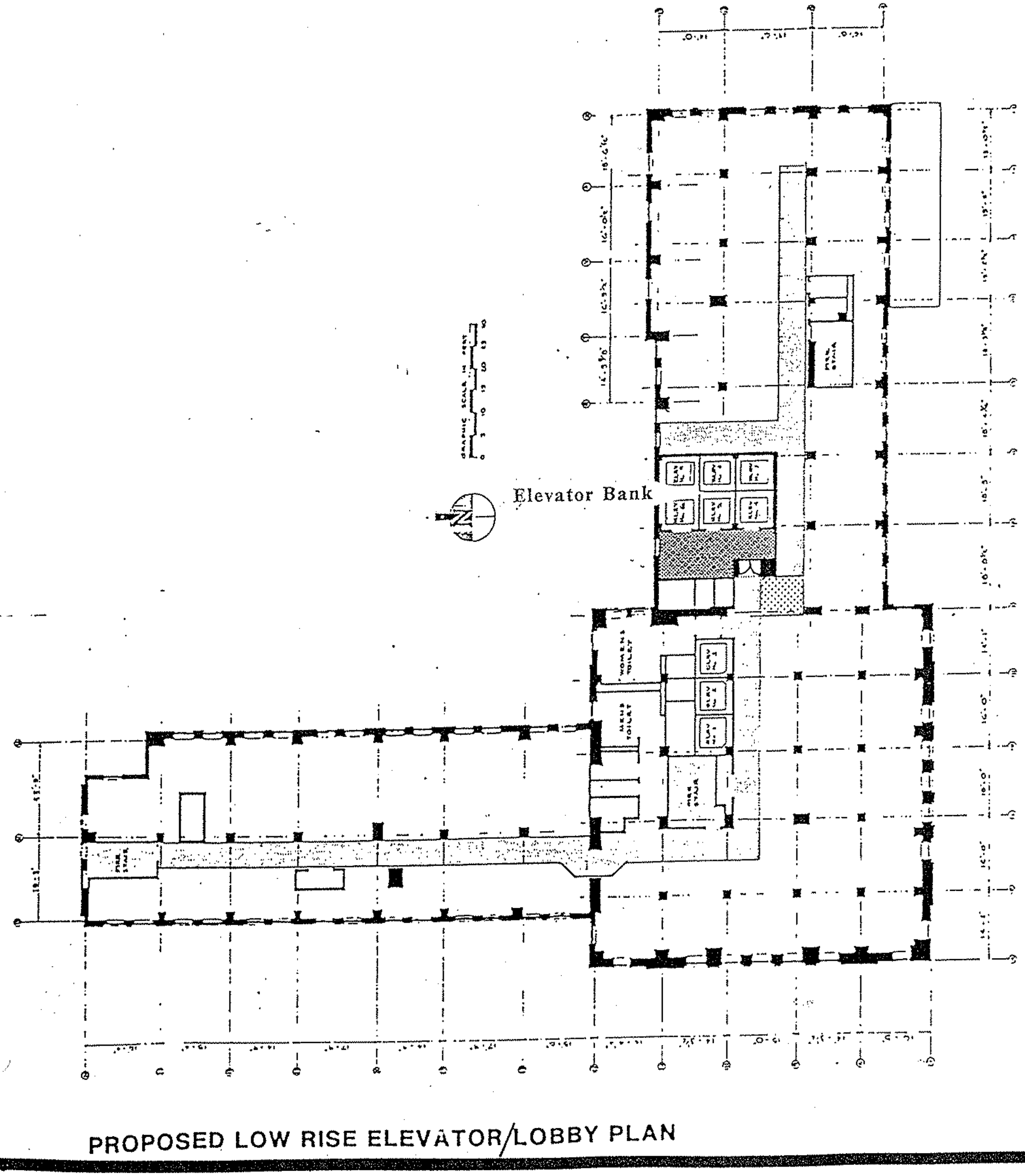
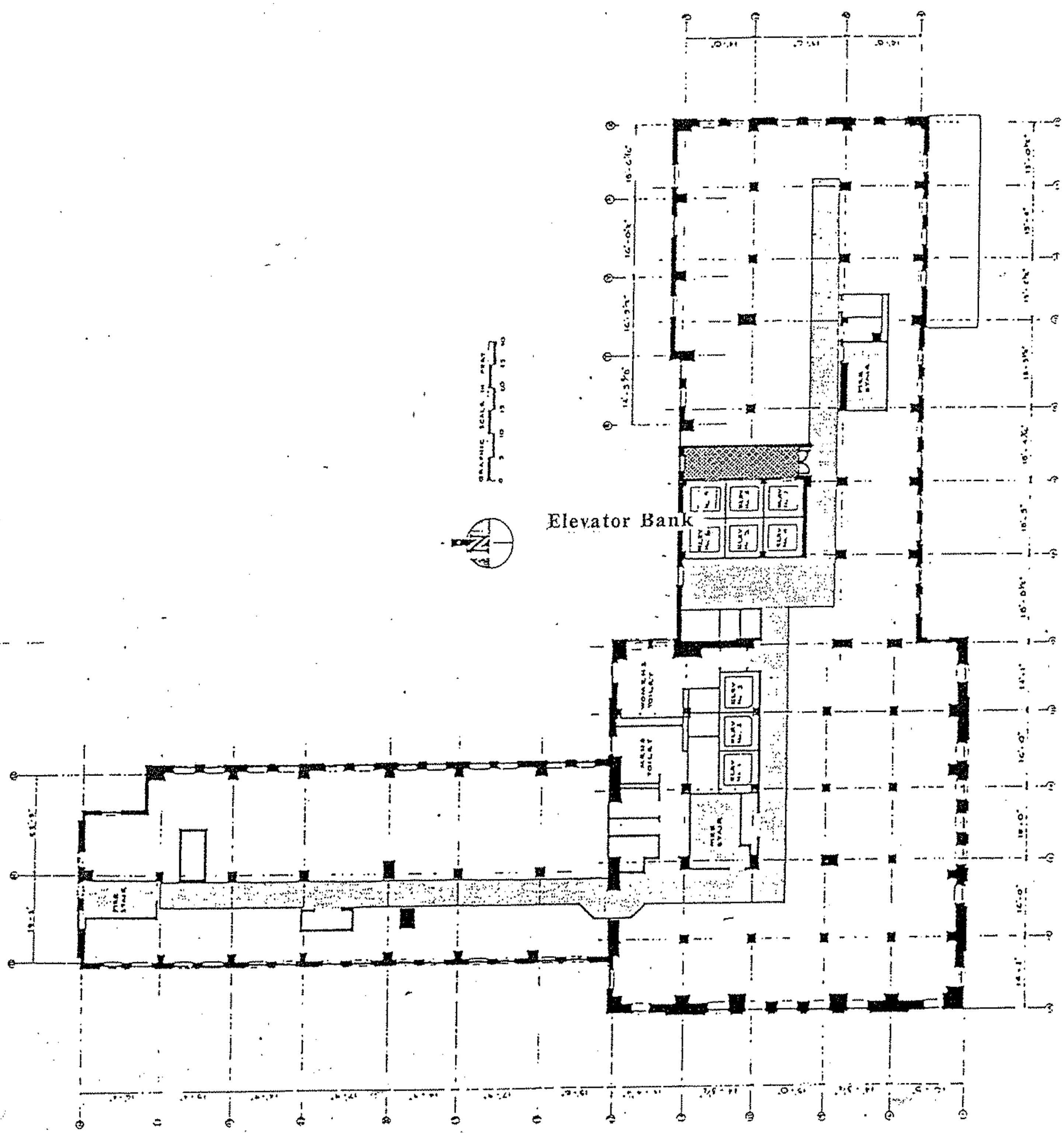


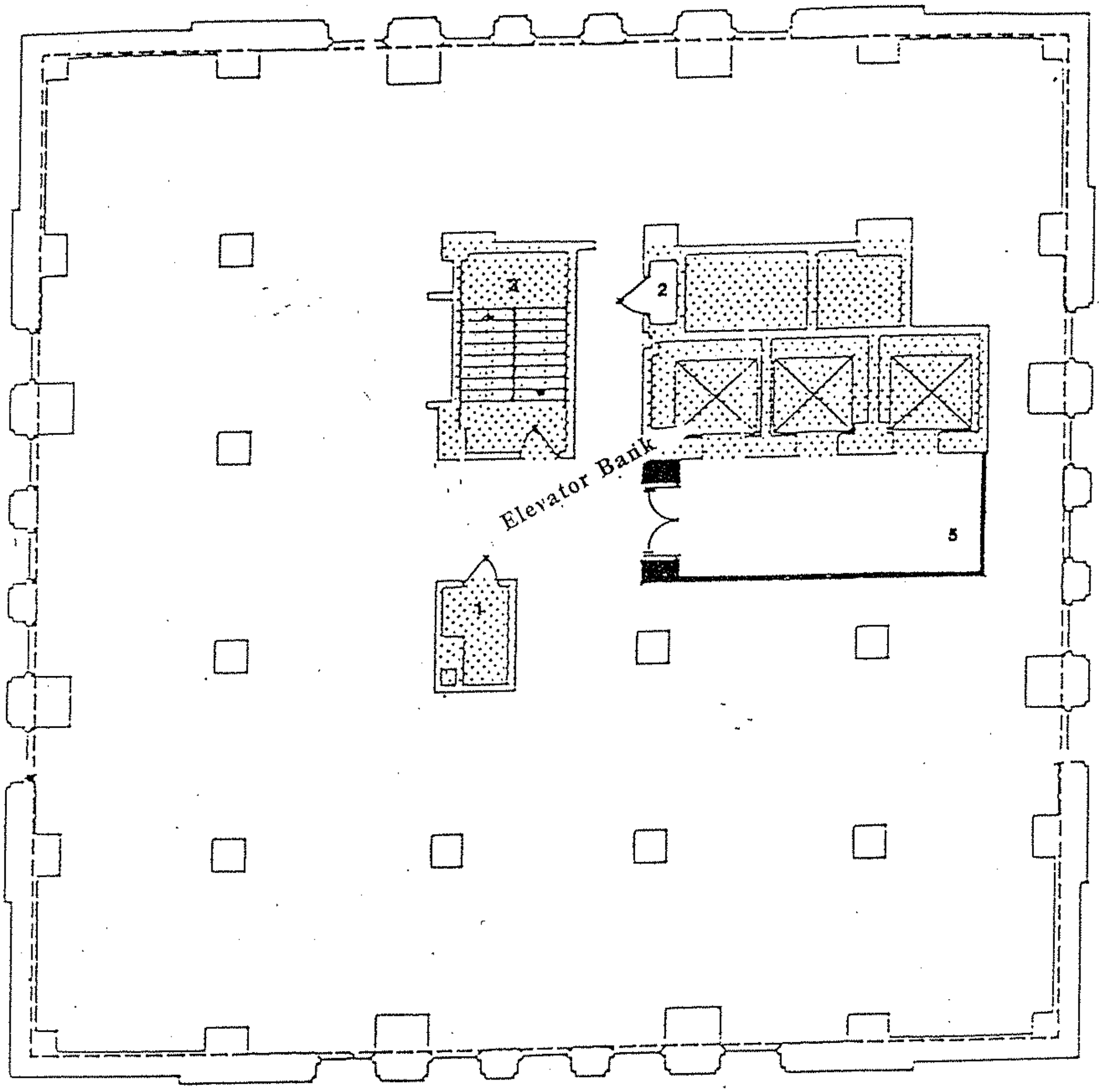
Exhibit II-9
PROPOSED MIDRISE ELEVATOR AND LOBBY PLAN



PROPOSED MID RISE ELEVATOR/LOBBY PLAN

Exhibit II-10

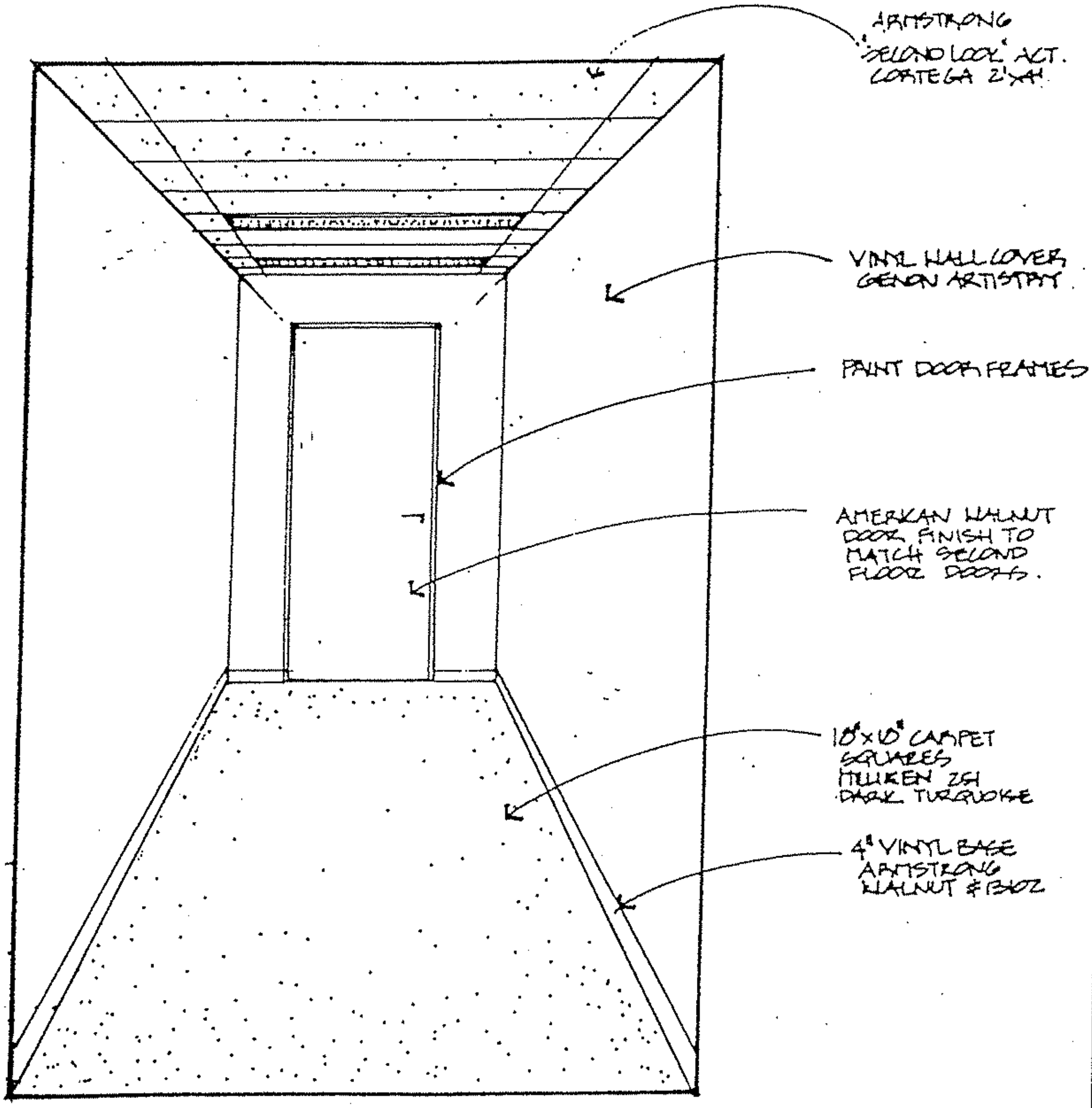
PROPOSED HIGHRISE ELEVATOR AND LOBBY PLAN



PROPOSED HIGH RISE ELEVATOR/LOBBY PLAN

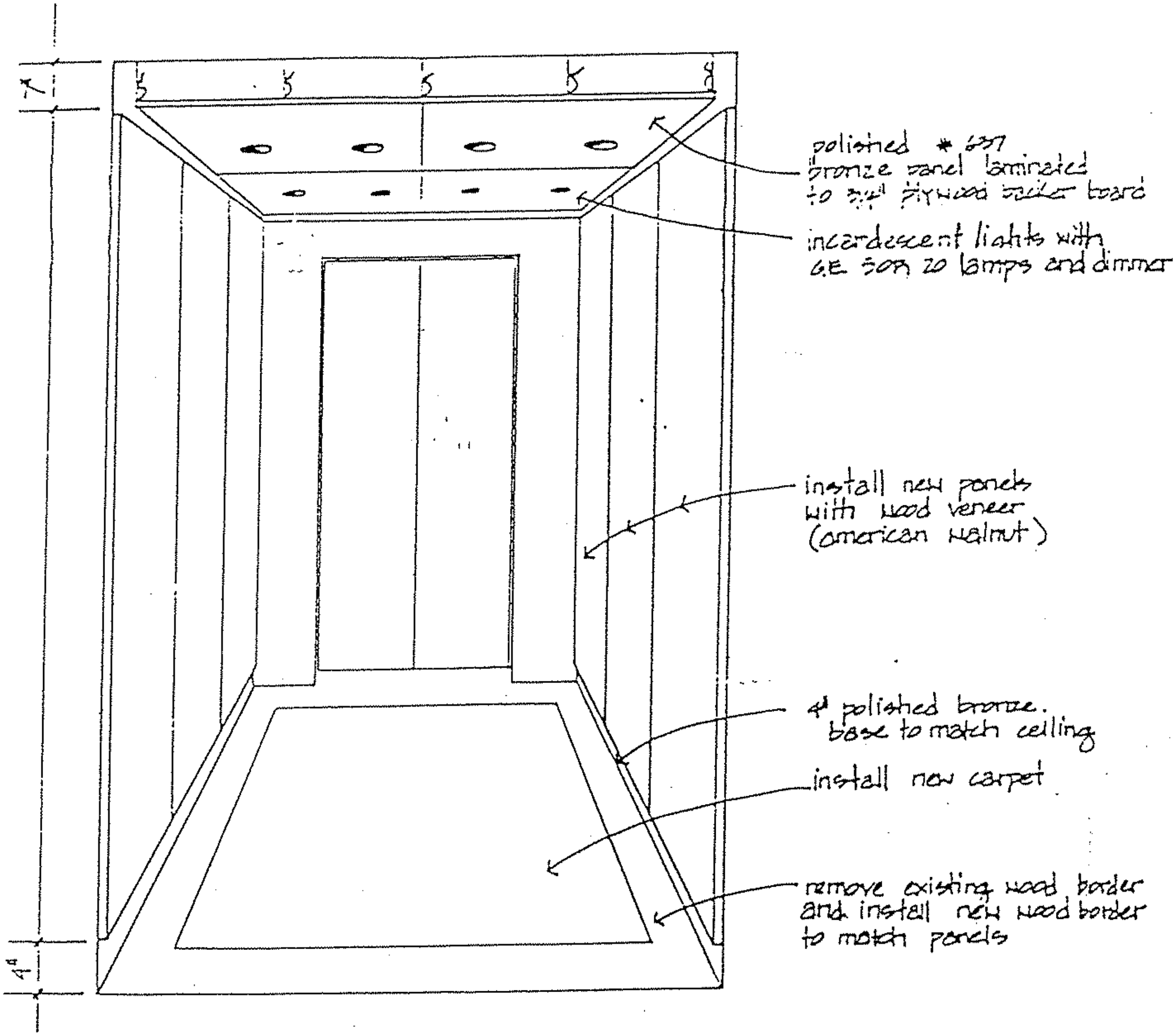
1. METER ROOM
2. JANITORS CLOSET
3. STAIRWAY
4. TAKE OUT RESTROOM
5. PROPOSED LOBBY

Exhibit II-11
CORRIDOR UPGRADE



CORRIDOR UPGRADE

Exhibit II-12
ELEVATOR CAB UPGRADE



ELEVATOR CAB UPGRADE SCHEME 1

EXHIBIT II - 13
THE RENOVATION WORK

PRE-CLOSING RENOVATION WORK

Original Mortgages - $6,560,000
Pay off on prior mortgages to Connecticut General and Barclays American with proceeds from the Huntington Bank Mortgage.

Status: Completed

Asbestos Removal and Abatement - $20,000
Under contract for sequenced removal and encapsulation; work to begin October, 1987.

Status: Under Contract

Second Floor Concourse - $743,000
Conversion of second floor office space into a retail concourse connecting LeVeque, One Columbus and the parking garage.

Status: Completed

Street Improvements - $398,000
Replacement of sidewalks and waterproofing on Broad and Front Streets.

Status: In Progress

Exterior Cleaning - $320,000
Specialty cleaning of terra cotta exterior of the building.

Status: Completed

Exterior Repairs - $275,000
Resealing and replacing defective areas of terra cotta.

Status: In Progress

Elevator Cab Refitting and Upgrade - $260,000
Refitting of interior elevator cabs, addition of "Fireman Service" and keyless entry systems.

Status: In Progress

Public Area Upgrade - $285,000
Upgrade of public areas in lowrise part of the building.

Status: In Progress

Mechanical and Electrical Improvements - $19,000
Upgrade of M & E systems as pre-closing renovation work proceeds.

Status: In Progress

Tenant Improvements - $330,000
Installation of interior storm windows, building blinds and general tenant area refitting.

Status: In Progress

Off-Site Improvement - $188,000
Demolition and reconstruction of marquee and shaft sign on Broad Street.

Status: In Progress

Soft Cost - $714,000
Professional fees and associated non-construction costs.

Status: In Progress

Contingency - $227,200
A provision to allow for adjustments to scope of work or unforeseen expenses.

TOTAL $10,339,200

POST-CLOSING RENOVATION WORK

Replace Fire Alarm System - $450,000
Installation of a system upgrade including, software and hardware modifications, "Code Interpreter" to utilize the existing lowrise Autocall system. Create new multi-floor fire zones within the highrise portion. The system will be interfaced with the elevator fire recall and communications system.

Highrise Firepump and Standpipe - $140,000
Installation of a 750 G.P.M. firepump for the highrise floors. Install a new 8" standpipe to extend to floors not presently served by standpipes. Install valves at each floor for extension to future sprinkler system within remodeled tenant space.

Stair Pressurization Fans - $60,000
Install stair pressurization fans

Highrise Evaporative Cooler and Riser - $240,000
Initial cost to install an evaporative cooler pump, heat exchanger and piping to serve highrise floors for connection to on-floor heat pumps.

Highrise On-Floor Heatpumps - $360,000
Installation of on-floor heat pumps on highrise floors to accommodate newly remodeled tenant space.

Install R/coils in Highrise Air - $121,000
Revisions to the lowrise air handling system to return the general exhaust air to the air handling unit rather than heating 100% outside air. This category also provides for numerous efficiency improvements to the lowrise HVAC system.

Replace Lowrise Chiller - $120,000
Installation of new chiller unit to replace the 256 ton unit which is at the end of its useful life.

Miscellaneous HVAC Work - $40,000
An allowance to provide for further HVAC modifications and supplemental heating and cooling units as necessary.

Emergency Generator - $362,000
Installation of an 800 Kilowatt standby generator and control/transfer switchboard to serve three (3) elevators stairs, pressurization fans, fire pumps, emergency 277V lighting and miscellaneous 120V power throughout the building.

Emergency Power Distribution - $109,000
Install new emergency switchboard (feed from the new standby generator), branchfeeders, new 227/480V panels, and branch circuits to fixtures.

Refit Electrical System - $264,000
A general refit, replacement and maintenance of the whole building electrical distribution system including main service switchboards, motor control centers, network transformers, firepumps, house and tenant panels.

Lowrise Smoke Detection System - $80,000
Installation of supplemental fire and smoke sensors throughout the lowrise portion of the building connected to the "new central control system."

Lowrise Public Areas - $494,000
Upgrade public corridors and restrooms in the lowrise portion of the building, ceiling, walls, flooring, lighting and signage (establishing a building standard).

Highrise Public Areas - $360,000
Addition of one bathroom per floor during remodeling plus distribution of building HVAC and sprinkler system.

Storm Windows - $136,000
Install interior operable storm windows throughout tenant and public areas.

Recaulk Exterior Windows - $51,000
Recaulking and sealing of existing copper clad wood windows on the exterior jambs to alleviate water penetration to exterior terra cotta.

Install Building Blinds - $102,000
Install new 1" mini blinds to exterior windows.

Renovate 60% of Highrise Tenants - @ $25 per square foot - $1,677,000
An allowance for remodeling tenant areas on highrise floors.

Renovate 60% of Lowrise Tenants - @ $10 per square foot - $1,226,000
An allowance for remodeling tenant areas on lowrise floors.

Redecorate Stair Tower - $150,000
A general paint and fix up of stair towers.

Electric Stair Tower Lock - $150,000
Installation of automatic stair tower door locks to enhance the security of the building and provide required exiting under a fire condition.

General Maintenance - $88,000
An allowance for general fix up and redecoration of non-specified areas within the building.

TOTAL $6,780,000

Exhibit II-14
PROJECT BUDGET

ESTIMATED CLOSING COSTS

Permanent Loan Fee	$100,000	
Title Insurance and Other Closing Costs	35,000	
LeVeque Development Fee	540,000	
ISA Partnership Fee	160,800	
Legal Fees	50,000	
Appraisal	10,000	
Environmental Study	5,000	
Engineering Study	20,000	

Subtotal of Estimated Closing Costs		$ 920,800

ESTIMATED PRE-CLOSING RENOVATION EXPENDITURES

	Amount Spent As of 8/31/87	Budgeted Amount	
Original Mortgages	$6,559,662	$6,560,000	
Asbestos Removal and Abatement	0	20,000	
Second Floor Concourse	694,954	743,000	
Street Improvements	0	398,000	
Exterior Cleaning	286,976	320,000	
Exterior Repair	220,159	275,000	
Elevation Cab Refitting and Upgrade	3,098	260,000	
Public Area Upgrade	91,048	285,000	
Mechanical and Electrical Improvements	9,873	19,000	
Tenant Improvements	60,778	330,000	
Off-Site Improvements	51,623	188,000	
Soft Cost (i.e. architect, engineer, construction manager, and other professional fees)	175,038	714,000	
Contingency	586,561	227,200	
	---------------	---------------	
Subtotal-Total Expenditures Prior to Closing	$8,739,770	$10,339,200	10,339,200

ESTIMATED POST-CLOSING RENOVATION EXPENDITURES

Replace Fire Alarm Systems	$450,000	
H/R Firepump and Standpipe	140,000	
Stair Pressurization Fans	60,000	
H/R Evaporation Cooler and Riser	240,000	
H/R on Floor Heatpumps	360,000	
Install R/Coils in H/R Air	121,000	
Replace L/R Chiller	120,000	
Miscellaneous HVAC Work	40,000	
Emergency Generator	362,000	
Emergency Power Distribution	109,000	
Refit Electrical System	264,000	
L/R Smoke Detection System	80,000	
L/R Public Areas	494,000	
H/R Public Areas (Add Bathroom)	360,000	
Storm Windows	136,000	
Recaulk Exterior Windows	51,000	
Install B/Building Blinds	102,000	
Reno 60% H/R Tenants @ $25/SF	1,677,000	
Reno 60% L/R Tenants @ $10/SF	1,226,000	
Redecorate Stair Tower	150,000	
Electric Stair Tower Locks	150,000	
General Maintenance Work	88,000	
General Contingency	0	

Subtotal Post-Closing Renovation Expenditures		6,780,000

TOTAL PROJECT BUDGET		$18,040,000

III. THE MARKET OVERVIEW

III. THE MARKET OVERVIEW

A. INTRODUCTION

The Columbus Metropolitan Statistical Area encompasses several counties and has a population of approximately 1.3 million. While government is the largest employer in this State capital city, Columbus has a very diversified economic and employment base. Ohio State University (the country's largest campus with over 56,000 students) and the Battelle Memorial Institute are leading research facilities which bring a technical presence to the area and have spawned several high tech firms such as AccuRay Corporation, Liebert Corporation, and Sensotech, Inc. Defense contractors in the area include Rockwell International and the Defense Construction Supply Center. Financial institutions of national importance include Nationwide Insurance, Bank One, and Huntington Bank. Heavy manufacturing is represented by Fisher Body Division, Timkin Bearing and Worthington Industries. Sears Roebuck, The Limited, and J.C. Penney have major retail/distribution centers in the area.

The present and projected economic health of Columbus is very strong. The unemployment rate for 1986 was between 5.5% and 7.0%, averaging approximately one percentage point lower than the Ohio statewide average, and two percentage points lower than the national average. Columbus had the largest' percentage increase in non-agricultural employment, 9.8%, of any U.S. city in 1986. Prospects for continued growth in jobs are excellent. A study by NPA Data Services projects that Franklin County will gain 150,000 jobs by the year 2000 making it 25th among counties in the nation in terms of job growth. Chase Econometrics determined, by using jobs and earnings as its criteria, that Columbus had the fifth best business conditions in the nation in 1986. Chase also predicted that Columbus would grow faster than any other city in the north in this decade.

B. THE COLUMBUS OFFICE MARKET

The Metropolitan Columbus office market contains approximately 20 million square feet of office space, with a downtown office market consisting of approximately 8,300,000 square feet. The overall Columbus metropolitan vacancy rate was 15.2% and downtown vacancy rate was 12.5% as of June 30, 1987 (see Exhibit III-1). A recent study by Salomon Brothers ranked the Columbus CBD as one of the three strongest office markets in the nation. Salomon Brothers projected a CBD vacancy rate of 6% to 9% by January, 1989. The suburban market includes 6.25 million square feet in northwest Columbus along Beltway I-270, roughly 1.7 million square feet along I-270 in northeast Columbus, and about 279,000 square feet of space in south Columbus (see Exhibit III-2). In 1986, the total net absorption for Columbus exceeded one million square feet with 410,000 of the absorption occurring downtown.

The Columbus office market has several important characteristics. There are a large number of owner/user buildings throughout the area, such as Nationwide Insurance, which tends to decrease the mobility of tenants within the market. The State of Ohio plays a very active role in the market, leasing about 750,000 square feet of downtown office space.

National developers such as Vantage, Linclay, Trammell Crow and Gerald D. Hines are increasingly active in the Columbus area.

<u>Downtown</u> - Downtown Columbus markets have been increasingly active in recent years. Large scale retail is being introduced downtown with Capital South Retail Development, a three-level, 350,000 square foot mall anchored by Lazarus and Jacobsen's department stores. In 1986, Taubman Company began construction of this $100 million project. Residential development is also returning downtown for the first time in many years. Residential projects include The Waterford, a 95-unit luxury highrise condominium project on which construction began in the summer of 1986, and the proposed River Place, a 12-story condominium project.

The downtown market contains about 8.3 million square feet of office space (excluding government facilities). Gerald D. Hines' project, Huntington Center, completed in 1984 and currently 95% leased, represents 910,000 of this total. An additional 416,000 square feet came on the market in late 1986 with the completion of One Columbus, a 26-story highrise which is now 40% leased.

<u>Northwest I-270</u> -- The focal point of this market is the five-phase Metro Center that has recently been completed by a joint venture of the Pickett Company and Prudential. The total project offers 550,000 square feet with the final phase containing 194,000 square feet. Asking rents for Phase V are $13.50 per foot on a full service basis. Other properties in this area include the Dublin Tech Mart (125,000 square feet), Cramer Creek (72,000 square feet) and a Trammell Crow project of 130,000 square feet.

<u>Northeast I-270</u> -- This submarket is located along I-270 between Route 23 and Route 3 in northeastern Columbus. Major projects in this area include Linclay's three-phase Corporate Exchange Center totalling 280,000 square feet with asking rents of $13 per foot on a full service basis.

<u>South Suburban</u> -- This submarket is located south of I-70 and is the unattractive industrial/warehouse side of Columbus. Some developers have tried to create an office market in this region without much success, and there is currently a very high vacancy rate due to new construction and low demand. (See Exhibit III-3.)

C. COMPETITIVE OFFICE SPACE

1. The Class B Market

The competitive office buildings (see Exhibit III-4) are all Class B buildings in the Central Business District. These buildings all operate on a full service basis (i.e., landlord supplies all services), but the leases have operating expense stops which provide a ceiling on the landlord's expenses with costs in excess of the stop being passed through to the tenant. Stops range from $3.75 to $6.75 and rents range from $11 to $17.50 with the lower end of the spectrum being representative of the unrenovated space presently available at LeVeque. The buildings which are most similar to LeVeque in its present condition are the Nitschke Building, Empire Building, 16 E. Broad, and 51 N. High with rents ranging from $11-13.50 and base year stops except for 51 N. High which has a $5.00 expense stop. In contrast, buildings such as Huntington Bank, University Club, and Wyandotte approximate the quality of space which will be available at LeVeque once renovation is complete. Rents in these buildings range from $14-$15 with stops from $4.58 to $4.92. (Wyandotte has rents of $10-$12 on a net basis with expenses of approximately $4.50.) One Capital South and the Midland Building are newer buildings at the top end of the Class B market with rents of $16.00-17.50 and stops of $6.26 and $4.75 respectively. (See exhibit III-5).

a. <u>LeVeque in its Unrenovated Condition</u>

The present and historical occupancy of LeVeque indicates that the building has competed very favorably at the low end of the Class B market, specifically the $10-$12 rent range. LeVeque's success is due to several competitive advantages. First, it has a distinct locational advantage over any buildings not on Capital Square, such as the Nitschke Building (even though LeVeque is not itself strictly on Capital Square). LeVeque will retain its locational advantage over all competitive properties not on Capital Square (other than Huntington Bank and Wyandotte), as the center of downtown Columbus moves back toward the Scioto River. Evidence of this westward movement includes the recent opening of One Columbus, Huntington Center, Capital Square Office Tower, the construction of State Office Tower II, and the anticipated Scioto Riverfront development. LeVeque also has the advantage of unmatched name recognition and identity that the smaller Class B buildings will never be able to compete against. A further advantage is a wide range of tenant spaces and highrise space where tenants can get a full-floor identity with spectacular views by leasing only 4000-5000 square feet. The best evidence of LeVeque's performance for unrenovated space in today's market is the recent renewals of leases within the building. The average rent for renewals in unrenovated space for May, June, July and August is $11.27.

b. <u>LeVeque After Renovation</u>

Judging from rents currently in place in buildings similar to LeVeque, once renovation is complete, LeVeque should command rents in the $14 range. In this regard, Huntington Bank, Huntington Plaza, Wyandotte, Empire Building, University Club, and 51 N. High are probably the best examples. In comparison to 51 N. High, LeVeque will have a superior location, identity and a far more attractive lobby and will be more newly remodeled. The Empire Building has a good location since it is on Capital Square, but given that downtown is moving west, its location will not remain an advantage over LeVeque in the long run. The interior of the Empire Building also needs remodeling even in its present condition. The Wyandotte, Huntington Bank, and the University Club buildings are probably the best examples of where LeVeque will be positioned in the market after renovation. All three are older buildings with historic features to which attention has been paid. The average rent for these three buildings is $14.66, and the combined vacancy rate is 13%. However, all of this vacancy is in the Huntington Bank building which was vacated when Huntington Bank moved next door to Huntington Center in 1985. LeVeque should compete well against all three of these buildings because of the diversity of tenant spaces which it offers, its name recognition, and the views from the highrise space. None of these buildings has views comparable to LeVeque.

2. The Class A Market

The Class A market in Columbus has expanded greatly in recent years with the opening of One Columbus, Huntington Center and Capitol Square Office Tower. The Class A market has recently started to tighten now that Capital Square Office Tower and Huntington Center are very near stabilized occupancy. One Columbus is the only Class A building with a substantial amount of space still remaining. Rents in One Columbus are in the neighborhood of $15-16 on net leases with concessions given in the form of step-up rents, for example from $12 to $20 on a 5-year term, rather than free rent. Operating expenses in the Class A downtown space run about $6 per foot per year.

3. New Construction

Current and planned construction continues to focus around the Capital Square area. There is a new 600,000 square foot State Office Tower II under construction next to Huntington Center with 469,000 square feet available to consolidate State of Ohio affiliates now located in the suburbs as well as some Class C and lower end B space users from downtown. The State Office Tower II will definitely cause some softness in the lower end B and C markets downtown and in buildings such as LeVeque. The impact is not expected to last long since the State's office usage has grown at an annual rate of 12%.

The Schotenstein family has announced plans to build a 700,000 square foot Class A building at the southeast corner of State and High and they have already pre-leased 100,000 square feet. They will demolish the Beggs building, a 60,000 square foot Class B building, which competes with LeVeque, so that space will be eliminated from competition. The Schotenstein building will not open before 1990 at the earliest. Other buildings planned include a 20-story office above the parking garage adjacent to LeVeque which will be developed by Daimler. Construction will not begin on this building until it is at least 50% pre-leased. Robert Weiler has conditional plans to build an office building adjacent to the Capital South Retail Development, one and one-half blocks south of Capital Square. Nationwide Insurance has started construction on two office complexes at the northwest corner of Spring and High. One 600,000 square foot building will be occupied by Nationwide employees, and the second 400,000 square foot building will house the Industrial Commission of Ohio and the State's Workman's Compensation offices.

D. CONCLUSIONS

Columbus has a diversified and stable economy due to its being a state capital, and the presence of industry, services, and agriculture. The downtown office market has expanded greatly in recent years, but absorption has been strong (250,000 square feet in 1983 to 410,000 in 1986). Vacancy levels have been about five percentage points below the national average since the end of 1985. The current vacancy rate in the

Class B market is about 12.4% with a stable or declining inventory of Class B space due to the slated demolition of the Beggs building. No new Class A buildings will open before 1990, and at least one of those will not begin construction before substantial pre-leasing. The Class A market is likely to continue to tighten as One Columbus is the only building presently available. The potential for Class A buildings to make deals with tenants who would normally occupy Class B buildings will diminish as the supply of Class A space decreases and consequently gets more expensive. The Class B market should remain strong because of the plethora of small price-conscious tenants (e.g., trade associations and lobby groups) who want to be in a high profile building and an easy walk from the State Capital.

LeVeque occupies a unique place in Columbus architecture, history, and downtown market. The property has continued to lease at competitive levels, even as it has fallen into relative disrepair. Renovation will bring LeVeque to the top end of the B market in terms of the quality of the space, and the building will continue to profit from the competitive advantages which it enjoys across the entire market spectrum, i.e., excellent location, historic landmark, full floor highrise space for small tenants, outstanding name recognition and identity.

Exhibit III-1
COLUMBUS OFFICE MARKET
HISTORIC TRENDS (SQUARE FEET)

	1984	1985	1986	1987 (thru 2nd Quarter)
Total Columbus Office Inventory	15,579,946	N/A	19,617,392	22,242,692
Columbus Metropolitan Vacancy Rate	19.1%	18.2%	15.6%	15.2%
CBD Vacancy Rate	15.9%	17.6%	12.8%	12.5%
Columbus Absorption	800,000	875,000	1,145,000	N/A
CBD Absorption	400,000	375,000	410,000	N/A
New Office Construction - Columbus	1,280,000	460,000	1,250,000	N/A

Source: Coldwell Banker
Robert Weiler Company
Piedmont Realty Advisors

Exhibit III-2
COLUMBUS OFFICE MARKET
CURRENT CONDITIONS - 1987

Sub-Market	# Buildings	Total Square Feet	Square Feet Available	Square Feet Vacant
Central Business District (1)				
Class A	10	4,157,856	671,400	16.1%
Class B	21	3,325,093	413,401	12.4%
Class C	6	796,000	99,600	12.5%
Northwest Suburban (2)	92	6,256,924	1,641,588	26.2%
Northeast Suburban (2)	28	1,709,910	406,204	23.8%
South Suburban (3)	13	279,942	147,855	52.8% (4)
Totals	170	16,525,725	3,380,048	20.5% (5)

Sources: Business First
Columbus Monthly
Columbus Chamber of Commerce
Piedmont Realty Advisors

Notes: (1) Downtown buildings under 50,000 square feet are excluded from this survey.
(2) Suburban buildings under 25,000 square feet are excluded from this survey.
(3) Suburban buildings under 10,000 square feet are excluded from this survey.
(4) Several new buildings have come on line which are unoccupied.
(5) Vacancy rate is higher than Exhibit III-1 because includes entire inventory.

Exhibit III-3
MAP OF COLUMBUS SUB-MARKETS

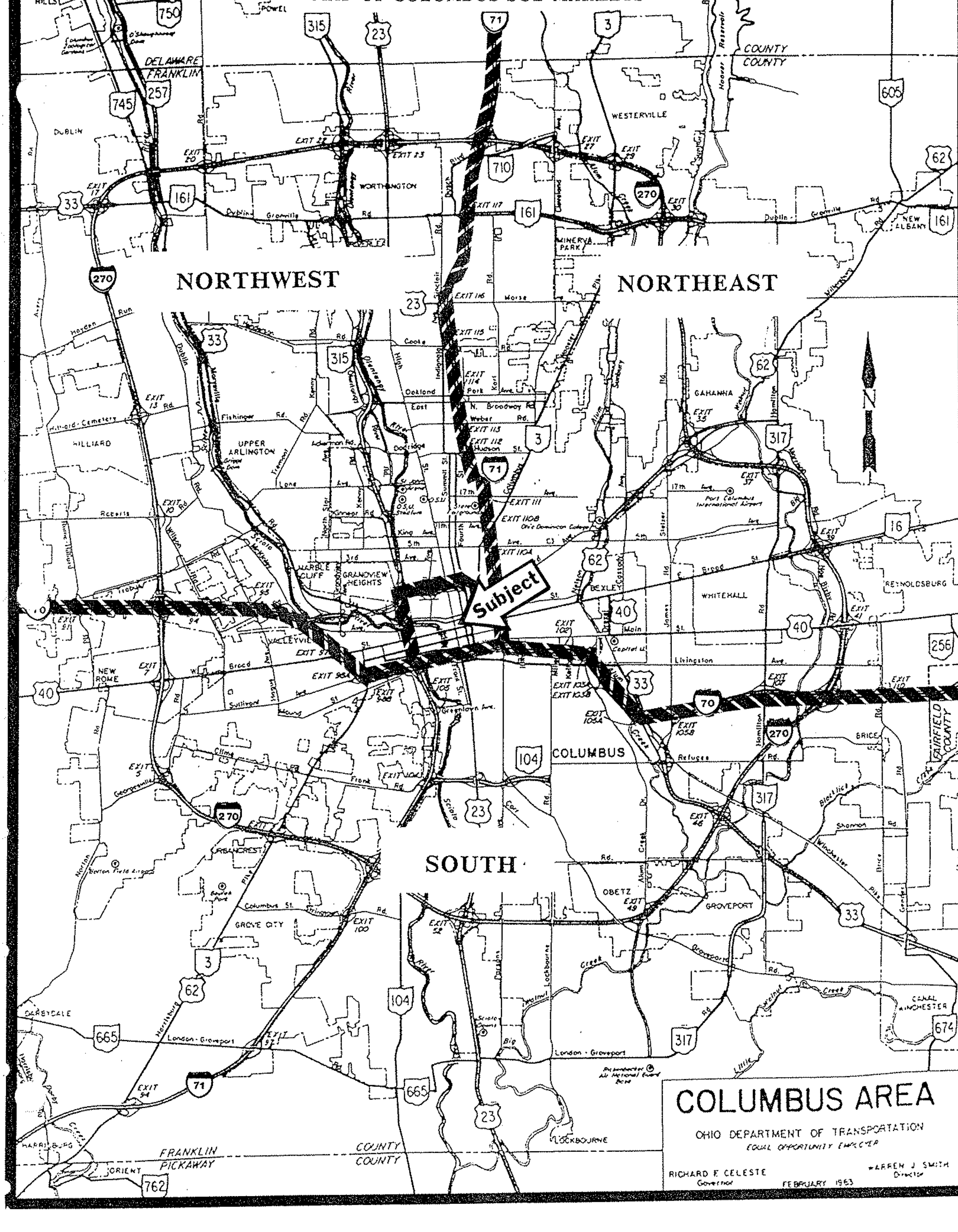


Exhibit III - 4
COMPETITIVE OFFICE SPACE IN THE
CENTRAL BUSINESS DISTRICT OF COLUMBUS, OHIO

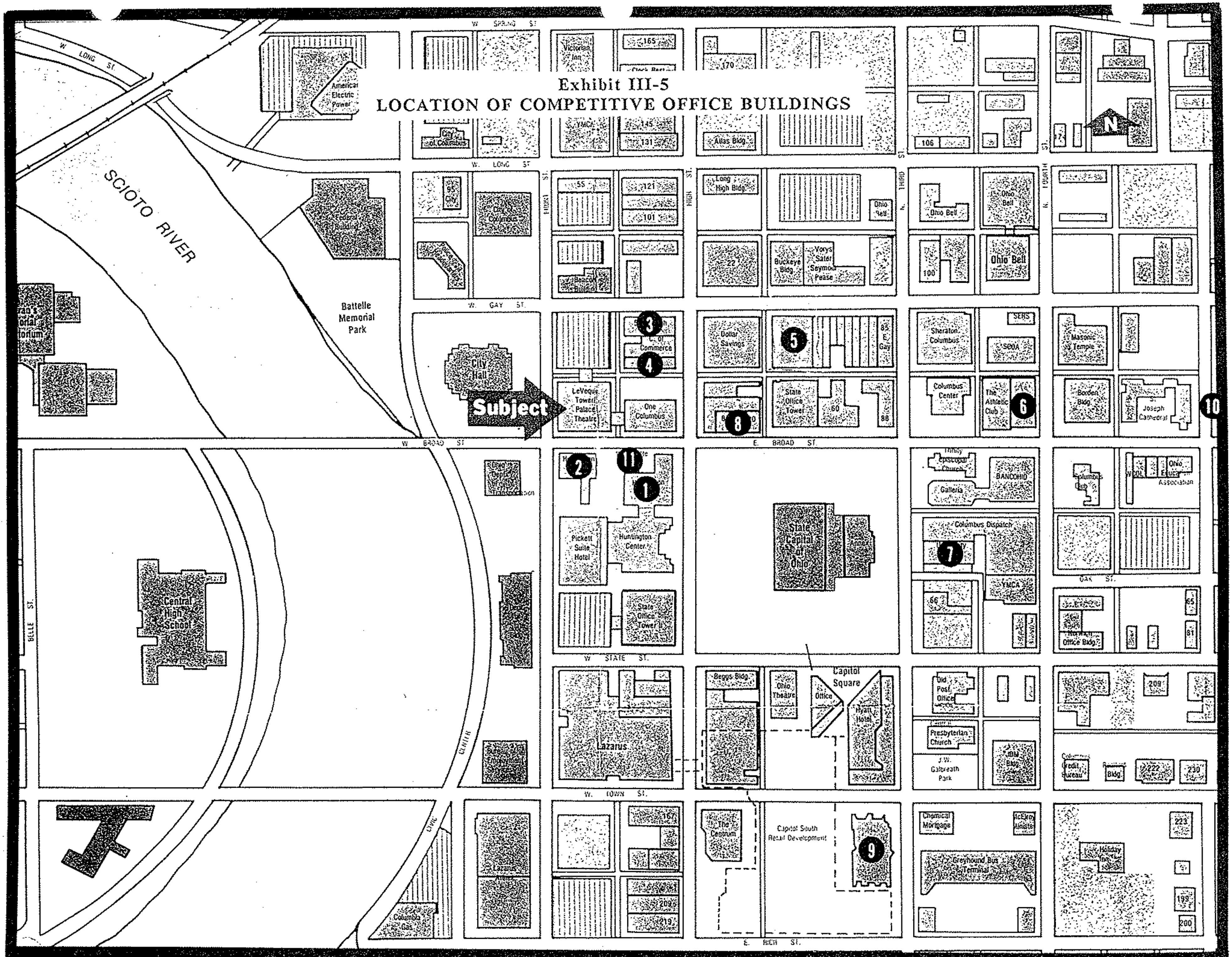
Map #	Property Name	Year Built	Total Rentable Square Feet	Square Feet Available	Percent Vacant	Rental Rate	Lease Type	Comments
1.	Huntington Bank 17 South High Street	1925	193,551	36,774	19.0%	$14.00	Gross w/ Stop at $4.92	Landlord gives no free rent. Only available concession is stepping a 3 yr. lease from $13.25-14.00. Property is directly across the from LeVeque. Building had to lease-up because anchor tenant moved moved to Huntington Center. Remodeling of interior space has occured in 1985-87.
2.	Huntington Plaza 37 West Broad Street	1966	126,000	23,940	19.0%	$15.00 (1-7) $15.50 (8-11)	Gross w/Stop at $6.75	Landlord gives no free rent. Only available concession is stepping a 3 yr. lease from $13.25-14.00. Property is diagonally across the from LeVeque. Building had to lease-up because anchor tenant moved moved to Huntington Center.
3.	51 North High Street Building 51 North High Street	1919	85,728	8,400	9.8%	$13.00	Gross w/Stop at $5.00.	Inferior location and condition to LeVeque. LeVeque will be more attractive after renovation.
4.	SCOA Building 33 North High Street	1900	66,900	0	0%	$11.00	N/A	Most recent lease a 10 yr. deal with rent starting at $11.00 and escalating to $15.50 at yr. 5.
5.	Nitschke Building 35 East Gay Street	1915	87,500	18,000	20.6%	$11.00	Gross w/Stop at base year expenses.	Gay Street is inferior location to LeVeque. No free rent, but landlord will do turnkey finish for a long-term lease.
6.	Empire Building 150 East Broad Street	1927	52,984	1,500	2.8%	$12.00-$13.50	Gross w/ CPI escalation each year to cover increases in operating expenses.	Good comparable for LeVeque, but LeVeque will be better finished once renovated.

Exhibit III - 4
COMPETITIVE OFFICE SPACE IN THE
CENTRAL BUSINESS DISTRICT OF COLUMBUS, OHIO

Map #	Property Name	Year Built	Total Rentable Square Feet	Square Feet Available	Percent Vacant	Rental Rate	Lease Type	Comments
7.	University Club Building 40 South Third Street	1922	62,000	800	1.3%	$15.00	Gross w/ Stop at $4.58	Renovated in 1983. Before renovation rented at $6.00. $45 PSF in renov. costs. Good comparable for LeVeque when renovation is finished.
8.	16 East Broad Building 16 East Broad Street	1920's	39,000	4,500	11.5%	$11.00-12.50	Gross w/escalations each year to cover increases in operating expenses.	Really a Class C+ building.
9.	One Capital South 175 South Third Street	1981	195,700	12,000	6.1%	$16.00-16.50	Gross w/ Stop at $3.75	Newer building which is B+ space. Expense stop is low because landlord has 20 yr. tax abatement.
10.	Midland 250 East Broad Street	1971	218,753	7,200	3.3%	$17.50	Gross w/ Stop at $6.26	Newer Class B+ building at the eastern fringe of core CBD.
11.	Wyandotte Building 21 West Broad Street	1898	31,697	0	0%	$10.00-12.00	Net with expenses of $4.50.	Renovated in 1981. Nearly all of the space occupied by one tenant, on a 10-year lease with 3-1/2 years remaining. Most recent renewal is $12 in 1985.
	Totals		1,159,813	113,114	9.7%			

Sources: Columbus Monthly
Columbus Chamber of Commerce
Business First
Piedmont Realty Advisors

Exhibit III-5
LOCATION OF COMPETITIVE OFFICE BUILDINGS



IV. THE JOINT VENTURE PARTNER

IV. THE JOINT VENTURE PARTNER

A. INTRODUCTION

ISA's joint venture partner, LeVeque/Daimler, will be a general partnership composed of Katherine LeVeque, the present owner of the LeVeque building, and seven principals of The Daimler Group, Inc. (see Exhibit IV-1). Daimler will be responsible for supervising the day-to-day affairs of the Partnership, although Daimler may delegate some of these responsibilities to Sequin, Thomas, Matthews and Click, a prominent downtown property management and leasing firm operating under Daimler's supervision.

B. THE PARTNERSHIP

1. The Individuals

LeVeque/Daimler will be composed of Katherine S. LeVeque, Robert C. White, Conrad W. Wisinger, Hal W. Field, H.E. Schmidt III, Denison Neale, Jr., Frederich K.M. Rohm, and A. Robin Wardrope. Robert C. White, president of The Daimler Group, will be managing general partner of LeVeque/Daimler. ISA will have the right to approve any change in the managing general partner of LeVeque/Daimler. (See Exhibit I-1). Katherine LeVeque inherited the LeVeque building after the death of her husband. She is a prominent citizen of Columbus and active in a multitude of organizations in Columbus (See Exhibit IV-2).

2. The Daimler Group

The Daimler Group was formed in 1983 by Robert C. White. Since its formation, Daimler has been a leader in commercial real estate development in central Ohio, developing approximately 2.5 million square feet of space at a cost in excess of $200 million (see Exhibit IV-3). Daimler ranked 2nd in dollar volume among commercial Columbus real estate developers in 1986 and 5th in 1985. Daimler employs 15-20 office and 5-10 field personnel. It is a full service development company with expertise in construction, design, accounting, and brokerage. Its headquarters are in a 14,000 square foot facility which it developed located about 10 minutes from the LeVeque building.

Daimler will be responsible for construction management of the renovation work, and leasing and management of the property. Daimler has been involved in these functions since 1985, when it became involved with the property. Daimler has delegated most of the day-to-day leasing and property management functions to Sequin, Thomas, Matthews and Click, which has been acting in this capacity since about 1979. Daimler's plan, at least during the renovation period, is to continue to use Sequin, Thomas for day-to-day leasing and property management functions since they have such extensive experience with the property. Daimler will continue to supervise Sequin, Thomas' activities.

Exhibit IV - 1

THE DAIMLER GROUP, INC.

Robert C. White - President, The Daimler Group, Inc. Mr. White spent 14 years with the Pickett Companies (formerly known as Banning & Pickett) developing properties in central Ohio prior to the formation of The Daimler Group, Inc. in 1983.

Conrad Wisinger - Executive Vice President, The Daimler Group, Inc. Mr. Wisinger has been active in real estate development for over 16 years. His areas of expertise include construction management, systems design, and cost control.

Friedrich K.M. Bohm - President, Bohm-NBBJ, Inc., an architectural firm of international reputation. Major design projects include One Columbus, the 6000,000 square foot State Office Tower II, and the 1.0 million square foot Nationwide Insurance and Industrial Commission of Ohio Building.

Hal W. Field - President, Upton Department Stores. Mr. Field was formerly the Chairman of the Board of Gold Circle Stores, a major Ohio retail chain that was acquired by Federated Department Stores.

H.E. Schmidt, III and Denison Neale, Jr. - Principals, W. Lyman Case & Company. W. Lyman Case serves as lending correspondent for several institutional lenders and is also active in the commercial leasing markets.

A. Robin Wardrope - Vice President, The Daimler Group, Inc.

Exhibit IV - 2

RESUME OF KATHERINE S. LEVEQUE

POSITION: Chief Executive Officer, LeVeque Enterprises

EDUCATION: Sullins Junior College; Art Student's League, NYC
Coker College (undergraduate BA)

ORGANIZATIONS AND MEMBERSHIPS:

Children's Hospital Board of Trustees (6/80-6/86)
Blue Cross Board of Trustees (1982-1986)
  Audit Committee (1983-1985)
  Audit Committee Chairman (1986)
Columbus Technical Institute Development Foundations
  Director (1982-1986)
Columbus College of Art & Design (since 6/82)
Center of Science & Industry Board of Trustees (10/81-10/86)
Columbus Landmarks Foundation Board (5/81-5/84)
Executive Board Columbus Convention Bureau (1986)
Opera Columbus Board of Trustees (1986)
Columbus Area Chamber of Commerce Board of Directors (1981-1986)
  CALP (Columbus Area Leadership Program 1982-1985)
  Forward Fund Committee (1981-1986)
  Senior Downtown Council (1985)
  1984 Government Affairs Committee (annual)
Columbus/Franklin County Private Industry Council (PIC)
Board of Trustees, Central Ohio Lung Association (1984-1986)
Chairman, Riverfront Community Improvement Corporation (1985-1986)
Franklin University Trustee (1985-1986)
Columbus Symphony Orchestra Board of Trustees (1985-1986)
Member United Negro College Fund Advisory Board (1986)

Exhibit IV - 3

PROJECT LISTING
THE DAIMLER GROUP, INC.

One Columbus - The Daimler Group is the development consultant for Travelers Insurance for this prestigious project located at the corner of Broad and High Streets in downtown Columbus. This a 26-story, $62,000,000 project, totalling 416,000 square feet of luxury office space. The building opened in early 1987.

Payco American Regional Headquarters - A 50,000 square foot office building for the nation's largest debt collection agency.

Davon Building - A 14,000 square foot build-to-suit building built for Davon, Inc. The project was completed in July, 1985.

Ron Foth Retail Corporate Headquarters - A 12,000 square foot office building for a regional advertising agency specializing in broadcasting. Completed December, 1983.

Llewellyn Farms Corporate Center (Buildings I and II) - Two 10,140 square foot speculative office buildings.

Llewellyn Farms IV, V, VI, VII, VIII, IX - One 12,000 square foot, two 6,200 square foot, and three 4,200 square foot speculative office buildings.

Beall Rose and Associates, CPA's Building - An 8,000 square foot build-to-suit office building, located in Dublin for a group of certified public accountants. Completed in March of 1985.

55 Nationwide Boulevard - An historic, tax advantaged renovation project in what was once a cold storage warehouse for a plumbing supply company. The 51,000 square foot structure has been converted into a luxury office building. Completed, March 1983.

Hayden Run Plaza - A 32,000 square foot retail shopping center housing approximately 24 individual stores, located in the northwest quadrant of Columbus. Completion of the center occurred in January of 1985.

Glenbarr At Muirfield - Glenbarr will include three phases totalling 36 residential condominium units overlooking the picturesque sixth hole of the Country Club at Muirfield. Phase I was completed in August, 1985 and Phase II started in 1986.

The Dublin Tech Mart - A 125,000 square foot office park on a 12-acre tract of land comprising three separate single story buildings designed with flexibility to suit different space needs ranging from 1,500 square feet to 75,000 square feet.

Brookside Corporate Park - Three 6,100 square foot single story buildings. One building was built-to-suit for a client, the other two were speculatively built.

1500 Lake Shore Drive - A 60,000 square foot five story speculative office building located on the banks of the Scioto River is scheduled to start in 1986 with completion in early 1987.

Payco American II - A 40,000 square foot office building build-to-suit at Llewellyn Farms.

Ohio EPA Building - A 100,000 square foot 5 story office building, developed in conjunction with the State of Ohio EPA Division who took possession in June, 1987.

Smith Ten Eyck Building - A 6,300 square foot build-to-suit office building for a management placement company.

Design Group Office Building - An 10,000 square foot build-to-suit office building for an Architectural firm.

Gahanna Business Mart - A speculative 50,000 square foot office/warehouse project.

Gahanna Commerce Center - A 125,000 square foot office, showroom distribution center.

Girl Scouts Office Building - A 20,000 square foot two story office headquarters for the Ohio Chapter of the Girl Scouts.

American Cancer Society - An 127,000 square foot build-to-suit corporate headquarters.

Antrim Building - An 8,000 square foot speculative medical office building of single story construction.

Buckeye Garage - A $2.5 million expansion to an existing multi-story parking facility in downtown Columbus, Ohio.

Ventura Engineering - A 12,000 square foot build-to-suit office building.

State Savings Bank Building - A 36,000 square foot corporate expansion office and associate site development.

Watermark Office Building - A 52,000 square foot two story build-to-suit office building.

V. THE RISK AND RETURN

V. THE RISK AND RETURN

A. INTRODUCTION

1. General Structure

The proposed joint venture has been structured to (a) maximize ISA's return while maintaining a low risk profile, (b) provide adequate incentives to encourage superior performance by LeVeque/Daimler, and (c) provide flexibility in both the renovation process and the financing of the debt portion of the investment. The specific flexibility relating to the debt is that LeVeque/Daimler has the option of either securing a 7-year bullet loan at a rate not to exceed 12%, or continuing interim financing with Huntington Bank at a rate which floats 50 basis points over prime. To insure that ISA receives a high current return in either event, ISA will earn a cumulative preferred return of 9.5% plus the amount by which the interest rate on the bullet loan or the Huntington Bank loan exceeds 10%. If, for example, LeVeque/Daimler were to secure a bullet loan at 11%, then ISA's cumulative preferred return would be 10.5%. However, if ISA continues with interim financing at 10%, then ISA's cumulative preferred return would be 9.5%. ISA receives all its cumulative preferred return before LeVeque/Daimler receives any income from by the property. Once ISA has been paid its cumulative preferred return in full, ISA will receive 40%, and LeVeque/Daimler 60%, of remaining cash flow. The cumulative preferred return will provide an incentive for LeVeque/Daimler to lease the vacant space quickly and at high effective rates because there is a direct correlation between the speed and pricing of the leasing and the value of LeVeque/Daimler's ownership interest.

2. Closing

At closing it is anticipated that the following events will occur. First, ISA and LeVeque/Daimler will form a general partnership by executing a Partnership Agreement in accordance with the terms of the application letter attached as Exhibit I-1. Second, either a bullet loan will fund to take out the existing Huntington loan, or the Huntington loan will be extended on an interim basis. Third, simultaneous with the funding of the bullet loan, or the extension of the Huntington loan, Katherine LeVeque will transfer ownership of the LeVeque building to the Partnership. Fourth, ISA will contribute an amount not to exceed $1,260,000 to pay for the closing costs set forth in the project budget (see Exhibit II-14).

3. Post-Closing

Following closing, Daimler will manage the post-closing renovation of the property. The application letter specifies a 36-month period for completion of renovation work. During that time ISA will contribute up to $6,780,000 in equity to pay for the renovation work as it is completed. A substantial percentage of the post-closing renovation costs will be incurred as leases are signed for vacant or roll over space. ISA will make equity contributions as the work for which such contributions is intended is completed. After contributing a total of $8,040,000 during the 36-month renovation period, subsequent contributions, if necessary, will be split 40% to ISA and 60% to LeVeque/Daimler.

B. VALUATION

1. Current Rent Roll

As of July 1, 1987 266,594 square feet in the LeVeque building were leased (76% occupancy) to 115 tenants at an average rental rate of $11.50. Exhibit V-1 is a summary of the rent roll and Appendix B is the complete rent roll. The low-rise and mid-rise accounted for 196,444 square feet and the average rental rate in this space was $11.70. Ironically, the low and mid-rise space is leasing at a higher level than the high-rise space which averages $10.84. Daimler is not renewing or extending high-rise leases since this will be the first area for major renovations following closing.

The total rental income from office and retail leases for 8 months ending August 31, 1987 is $1,930,314 which annualizes to $2,894,024 for 1987. The annualized antenna income for 1987 is $63,633, and the annualized miscellaneous income is $143,423. The annualized operating expenses for 1987 are $1,770,937 or $5.06 per rentable square foot.

Only 75,849 square feet of currently occupied space is leased beyond 1988. Therefore 78% of the total rentable space can be renewed or released during the first year of renovation.

2. Proforma Income and Expenses

The proforma income and expenses for LeVeque are presented in Exhibit V-2, and these income and expense levels are expected to be achieved in the third year of renovation (1990) at which time stabilized occupancy of 92% should be achieved. The office and retail space is expected to lease for an average of $14.00, and the operating expenses are expected to be $5.86 per square foot. Thus the net rental rate will be $8.14 which compares favorably with today's Class B rent levels. The antenna and miscellaneous income and the operating expenses are based on 1987 levels which are increased annually at the inflation rate which is 5% in the base case.

3. Valuation Methodology

Piedmont Realty Advisors evaluated the property using two of the three methods of valuation accepted by The American Institute of Real Estate Appraisers. The replacement cost approach was not used because of the difficulty and inappropriateness of estimating the replacement cost of a 50 year old, architecturally unique high-rise office building. The direct sales approach and the capitalized income approach, although based on a dearth of good sales comparables, were used to estimate the property's value at $25,250,000 when it is fully renovated and leased at the proforma rental rates. The appraisal methodologies and comparable sales are presented in exhibit V-3A through V-3F.

The application letter provides that a condition for this investment is the receipt of an appraisal for at least $22,500,000 which is prepared by an MAI designated appraiser who is approved by ISA.

C. RETURN

1. Cash-on-Cash Return

The assumptions regarding income, expenses, occupancies, and financing are set forth in Exhibit V-4. The projected net operating incomes and cash flows for the ten year holding period are presented in Exhibit V-5. ISA's cash-on-cash return is calculated as the sum of the cumulative preferred return actually paid plus ISA's share of any distributable cash flow divided by ISA's invested equity. During the renovation period, ISA's average equity balance is used in this calculation. The cash-on-cash returns for the first three years are 9.8%, 13.1% and 15.3%, respectively. In the fourth year, the cash-on-cash return is 10.52% as tenant refit and releasing expenditures are incurred. The cash-on-cash return gradually increases to 13.9% over the ten year projection period.

2. Yield Analysis

ISA's estimated internal rate of return for the proposed invesmtnet based on the assumptions in Exhibit V-4 is 19.1%. This yield is based on a ten-year holding period, 5% inflation, a permanent mortgage at 11%, and a 10% capitalization rate to determine the sale price in year 10. ISA's internal rate of return varies from 18% to 20% depending on capitalization and inflation assumptions (see Exhibit V-7A).

While not part of the agreed-upon financial structure, LeVeque/Daimler has indicated an interest in having ISA increase its equity contribution by $1,000,000 to $9,040,000 and reducing the permanent mortgage to $9,000,000. This would reduce the financial risk as the breakeven occupancy level falls from 71% to 68%. ISA's internal rate of return would also decrease to 18.6%. The sensitivity analysis for an increased equity and decreased mortgage scenario is presented in Exhibit V-7B.

ISA's internal rate of return in a worst case scenario was estimated assuming that the proforma rental rate in 1990 was $13 instead of $14 and the post-closing renovation costs exceeded budget by 15% or $1,000,000. It was further assumed that LeVeque/Daimler did not contribute its pro-rata share of the cost overruns so that ISA contributed all of the required capital and LeVeque/Daimler was diluted accordingly. The estimated internal rate of return for this case was 16.2%. Exhibit V-7C is the sensitivity analysis for the worst case scenario.

D. RISKS

1. Interest Rate Risk

An interest rate risk will occur in this transaction if LeVeque/Daimler decides and ISA agrees to to use interim financing by extending the Huntington loan. If LeVeque/Daimler secures a 10-year bullet loan the interest rate risk will be eliminated, but the interest rate may exceed the proforma 11%. With interim financing, there will be two specific interest rate risks. First, the interim financing will float in relation to prime, and second when the interim financing is taken out, the Partnership will be subject to the interest rate available at that time. The advantage of continuing with the Huntington loan on an interim basis is that the Partnership will have an initial lower rate, and will be able to observe interest rates before deciding when to commit for longer term financing. Overall, it should be emphasized that the property will only be approximately 55% leveraged, far less than typical for equity joint ventures, and therefore not as vulnerable to fluctuations in interest rates as more highly leveraged properties. The flexible cumulative preferred return in this joint venture is structured to shift the impact of the interest rate risk to LeVeque/Daimler.

2. Market Risk

The market risks in this transaction are that the property will not lease for pro forma rents, that it will take longer to lease than anticipated, and that the vacancy rate will be higher than expected. It should be noted that the pro forma occupancy rate is 92% rather than the usual 95% because of the size of the building and the relatively large number of tenants in the building. A three-year period has been assumed for full renovation and reaching 92% occupancy. In terms of the rental rates, Piedmont has assumed that the average rent in place for LeVeque will be $11.50 for 1988, $12.50 for 1989, and $14.00 in 1990. The average rent currently in place for unrenovated space in the building is $11.50. As discussed in Chapter III of this report, rents today in comparable renovated Class B buildings in downtown Columbus are in the neighborhood of $14.

3. Non-Performing Partner Risk

As with any general partnership there is the risk of a general partner not satisfying its obligation to meet capital calls. To reduce ISA's risk of being involved in a partnership in which the other partner is not performing, the Partnership Agreement will provide that for each $40,000 of required but unfunded capital contribution the ownership interest of the non-contributing partner will reduce by 1 percentage point. When a partner's percentage interest has been reduced by 10 percentage points or more, then the non-contributing partner no longer has input into partnership decisions, and in essence, the contributing partner takes over.

4. Termination of the Partnership Risk

In this transaction Katherine LeVeque has the right to buy ISA's partnership interest during the ninth year of the partnership, at a purchase price based upon the average of three appraisals. This creates a risk that ISA may be bought out under unfavorable market conditions. This risk is diminished by having three appraisals, and by providing that if the property is re-sold at a price higher than the average of the appraisals within nine months following the purchase of ISA's interest, then ISA shall be paid based upon the subsequent higher sales price. Conversely, to enable ISA to get out of the Partnership at its will after ten years, the Partnership Agreement will provide that after the tenth year either party may implement a buy/sell provision.

5. Operational Risk

The operational risk is the LeVeque building will not be managed or leased effectively. This risk is alleviated by providing incentives for LeVeque/Daimler to perform. As far as Katherine LeVeque is concerned there can be no doubt as to the depth of her family's commitment to the property since it bears the family name and the family likely will desire to re-purchase ISA's 40% interest sometime after the ninth year. It should be emphasized that Katherine LeVeque is not a real estate professional and therefore there is some risk she may intermeddle. This risk has been minimized by ISA reserving the right to approve the managing general partner of LeVeque/Daimler. Initially this person will be Robert C. White, the president of Daimler.

6. Renovation Risk

The renovation risk is that renovation costs may exceed the total budget of $8,040,000. This could occur either because of unanticipated costs which arise during renovation, or the failure to keep projected costs within the budget. The risk of unanticipated costs has been diminished by an extensive engineering study of the property "LeVeque Highrise and Lowrise Master Plan" previously delivered to ISA and a second independent review as to the accuracy of this study which ISA will receive before closing. The risk that the amounts allocated in the budget may change has been addressed by ISA reserving the right to approve any variation in line item amounts greater than 10%. It is further addressed by the fact that after ISA has contributed $8,040,000, LeVeque/Daimler will contribute 60% of all subsequent amounts. Clearly, LeVeque/Daimler will want to get as much as possible accomplished with ISA's money and avoid contributing its own money. Therefore, LeVeque/Daimler will have a strong incentive to keep costs in line with the budget and maximize the value of the renovation work.

An additional renovation risk is to assure that the money invested in renovation produces a corresponding increase in income. This can be a difficult balance to strike, but the renovation budget does not appear either excessive or inadequate, and the overall objective of raising LeVeque to Class B+ space is realistic. This objective demonstrates a healthy realism about where LeVeque should be positioned among downtown buildings after renovation.

E. CONCLUSIONS AND RECOMMENDATIONS

The proposed equity joint venture requires that ISA contribute $8,040,000 for closing costs and renovation expenditures over a three-year period to bring the LeVeque building to a higher end Class B competitive level and to achieve 92% occupancy. The joint venture partner, LeVeque/Daimler, will contribute the 46-story historic structure to the Partnership, arrange permanent financing of $10,000,000, and supervise the renovation, leasing, and management of the property. After the renovation period, ISA must contribute 40% and LeVeque/Daimler must contribute 60% of all operating shortfalls or cost overruns.

In the proposed joint venture, ISA would receive (1) a cumulative preferred return on its equity capital of 9.5% plus the amount by which the interest rate on the mortgage exceeds 10%, (2) 40% of any distributable cash flow after the cumulative preferred returns are paid, and 40% of the cash proceeds at sale after repayment of all equity contributions. ISA's cash-on-cash return in the first year is 9.8% and over 10% for each of the following years. The estimated internal rate of return for this investment is between 18% and 20%.

The risks involved with an office renovation project are substantial, but the relatively high returns are considered more than adequate compensation for these risks. The risks are further minimized by the property's location, structural soundness, and management team. Furthermore the downtown Columbus office market continues to improve as the economy expands and as new construction diminishes. Therefore, Piedmont Realty Advisors recommends that the Executive Loan and Investment Committee approve the $8.04 million equity commitment for the renovation of the LeVeque building.

Exhibit V-1
TENANT RENT ROLL SUMMARY
(As of July 31, 1987)

A. Retail in Lobby

Monthly Income:	$ 3,989
Square Feet Rented:	3,874
Average Annual Rental Rate:	$12.36

B. Low-Rise and Mid-Rise Space

Monthly Income:	$191,576
Square Feet Rented:	196,444
Average Annual Rental Rate:	$11.70

C. High-Rise Space

Monthly Income:	$ 59,888
Square Feet Rented:	66,280
Average Annual Rental Rate:	$10.84

D. Special Leases

Exterior Antenna Space Monthly Income:	$ 5,302

Total Monthly Income:	$260,755
Total Square Feet Rented:	266,598
Average Annual Rental Rate (Excludes Antenna Rent):	$11.50

Lease Rollover Summary

Vacant, Month-to-Month, or Expire in 1988:	78%
Expire in 1989:	18%
Expire in 1990:	2%
Expire in 1991 or Beyond:	2%
	100%

Exhibit V - 2
PRO FORMA INCOME AND EXPENSES
1990
(Third Year of Renovation)

Gross Income	
Office and Retail Space	
350,000 SF @ $14.00 PSF	$ 4,900,000
Antenna Income	
1987 Income Increased @ 5%/Yr.	73,663
Miscellaneous Income	
1987 Income Increased @ 5%/Yr.	166,030
Total	$ 5,139,693
Less: Vacancy Allowance	
8% of Office and Retail Rents	392,000
Effective Gross Income	$ 4,747,693
Operating Expenses	
1987 Expenses Increased @ 5%/Yr.	2,050,081
Net Operating Income	$ 2,697,612

Exhibit V-3A
VALUATION ANALYSIS

Cost Approach

The cost approach was not used in this analysis because of the difficulty and inappropriateness of estimating the replacement cost of an architecturally unique, fifty year old building. However, the land value of the subject property is estimated to be $3,600,000 (see Exhibit V-3A).

Direct Sales Comparison Approach

	Rentable Building Area (Square Feet)	350,000
X	Price per Square Foot (See Exhibit V-3C)	$70.00
	Estimated Value	$24,500,000

Capitalized Income Approach

	Proforma Net Operating Income (See Exhibit V-2)	$2,697,612
÷	Overall Capitalization Rate (See Exhibit V-3C)	10.4
		$25,938,577
	Rounded to:	$26,000,000

The two approaches to value indicate a range of values from $24,500,000 to $26,000,000. In the correlation of values, each approach is considered in terms of market evidence and reliability. In this case, both approaches are considered equally reliable and relevant. Consequently, the value of the subject property when it is fully renovated and leased at the proforma rental rates is estimated to be:

$25,250,000

Exhibit V-3B
COMPARABLE LAND SALES

Map #	Property	Sale Date	Land Area (S.F.)	Price	Price PSF Land Area	Adjustments	Adjusted Price PSF	Comments
1.	29-53 South High Street	2/82	98,437	$11,800,000+	$125	-10%	$112.50	Site of Huntington Center and Pickett Hotel. Superior location to subject.
2.	Northwest Corner Broad and High Streets	4/85	20,199	$2,100,000	$104	-10%	$93.60	Adjacent to subject. Site of One Columbus. Superior to subject location.
3.	Northwest Corner Spring and High Streets	5/86	72,624	$6,300,000	$87	+10%	$95.70	Site of Nationwide Building and Workman's Compensation complex. Inferior to subject location.
4.	Nationwide Boulevard	9/86	23,586	$2,319,000	$98	+10%	$107.80	Subsequently improved with a Holiday Inn. Premium paid because no garage necessary. Inferior to subject.
						Mean	$102.40	

No adjustment for time is made. Therefore adjusting only for location, the land value of the subject property if it were vacant is estimated to be $102.40 per square foot of land area. Consequently, the subject site would be valued at:

35,156 square feet X $102.40 = $3,599,974
Say $3,600,000

Sources: Robert Weiler Company
Piedmont Realty Advisors

Exhibit V-3C
LAND COMPARABLES MAP

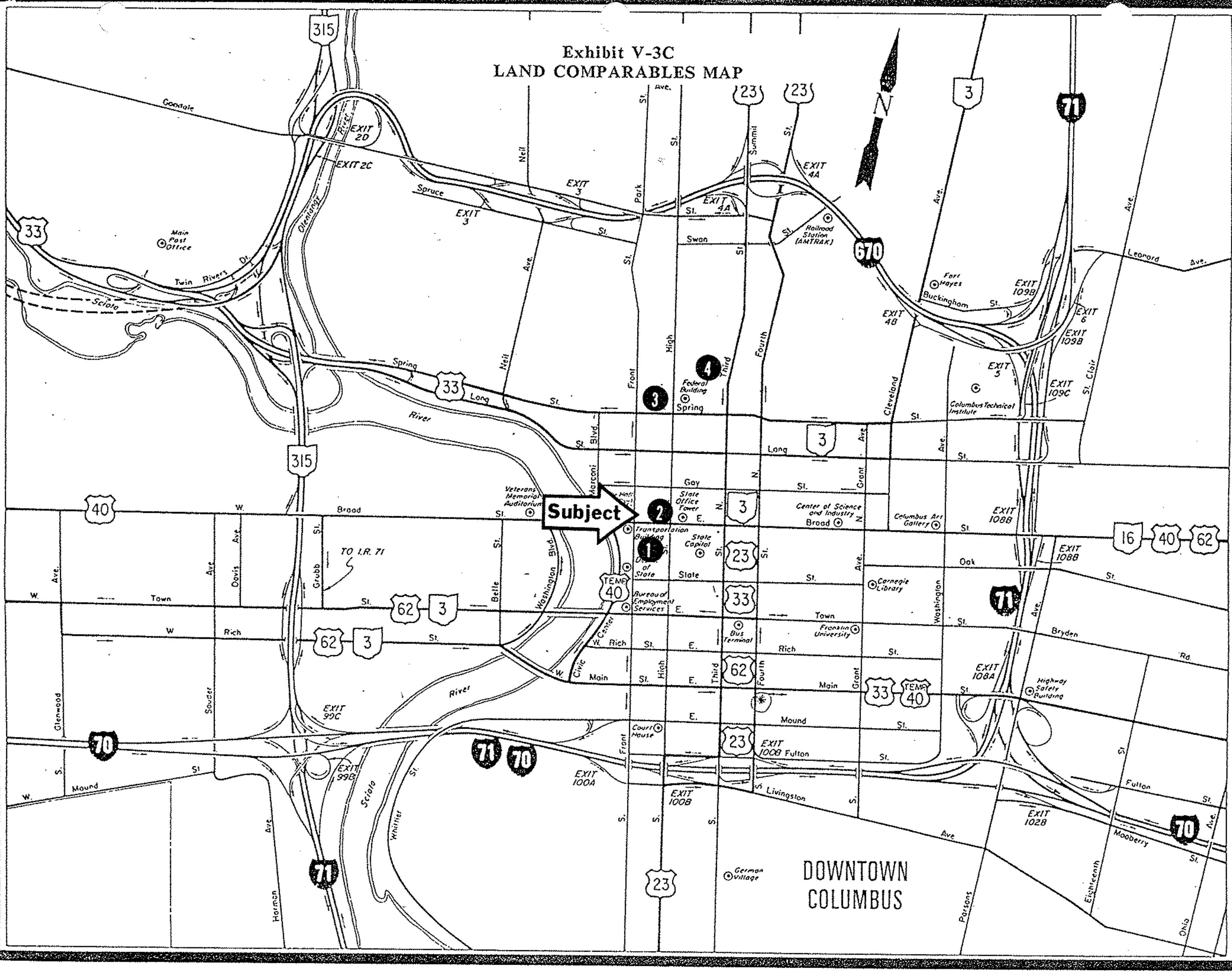


Exhibit V-3D
COMPARABLE BUILDING SALES

Map #	Property	Sale Date	Rentable Building Area	Year Built	Price	Price Per Square Foot	Overall Capitalization Rate	Comments
	Downtown Sales							
1.	State Teachers Retirement Bldg. 155 East Broad Street	1/81	400,000 S.F.	1976	$50,000,000	125.00	9.13%	Class A building. Superior quality. Inferior location.
2.	Midland Building 250 East Broad Street	12/83	204,087 S.F.	1971	$16,400,000	$ 80.36	9.0%	Price included 2 seller financed mortgages, ground rent, and garage. Superior quality. Inferior location.
3.	Buckeye Federal Savings & Loan 32-42 East Gay Street	12/84	103,370 S.F.	1920	$ 2,900,000	$ 28.00	N/A	Major stockholder bought property. Below market transaction. Inferior quality. Inferior location.
4.	Buckeye Federal Savings & Loan 32-42 East Gay Street (Same as Comparable #3)	1/87	103,370 S.F.	1920	$ 6,000,000	$ 58.00	N/A	State Savings bought property. Also sold at same time was 300,000 shares of Buckeye Federal stock. Price may be allocated but looks accurate. Inferior location. Inferior quality.

Exhibit V-3E
COMPARABLE BUILDING SALES

Property	Sale Date	Rentable Building Area	Year Built	Price	Price Per Square Foot	Overall Capitalization Rate	Comments
Suburban Property Sales (included to support Overall Capitalization Rates)							
Crosswinds III (Northwest Suburbs)	10/86	115,328 S.F.	1986	$15,500,000	$134.40	9.5%	100% leased to Nationwide.
Metrocenter III (Northwest Suburbs)	3/86	72,376 S.F.	1980	$7,117,200	$ 98.34	9.4%	Seller master leased for 18 months.
Metrocenter II (Northwest Suburbs)	3/86	99,240 S.F.	1980	$10,087,700	$101.65	9.4%	Seller master leased for 18 months.
Metrocenter V (Northwest Suburbs)	11/86	194,029 S.F.	1986	$25,185,000	$129.00	9.4%	Seller master leased for 30 months.

Unit Price Comparison

The best comparable for the subject property in terms of quality, age, and location is the second sale of the Buckeye Federal Building (Comparable #4). This sale was adjusted upward by 20% to account for the superior location (10%) and the quality (10%) of the property. Consequently, the subject is expected to have a sales price per square foot of:

$58.00 + 5.80 + 5.80 = $69.60
Rounded to $70.00

Overall Capitalization Rate Comparison

While older downtown sales sold for a 9% capitalization, the more recent suburban slaes were at 9.4%. Consequently, to allow for the age of the subject property (+.5%) and the lack of a master lease (+.5%), the subject property is expected to sell for an overall capitalization rate of:

9.4% + .5% + .5% = 10.4%

Sources: Robert Weiler Company
Piedmont Realty Advisors

Exhibit V-3F
COMPARABLE BUILDING SALES MAP

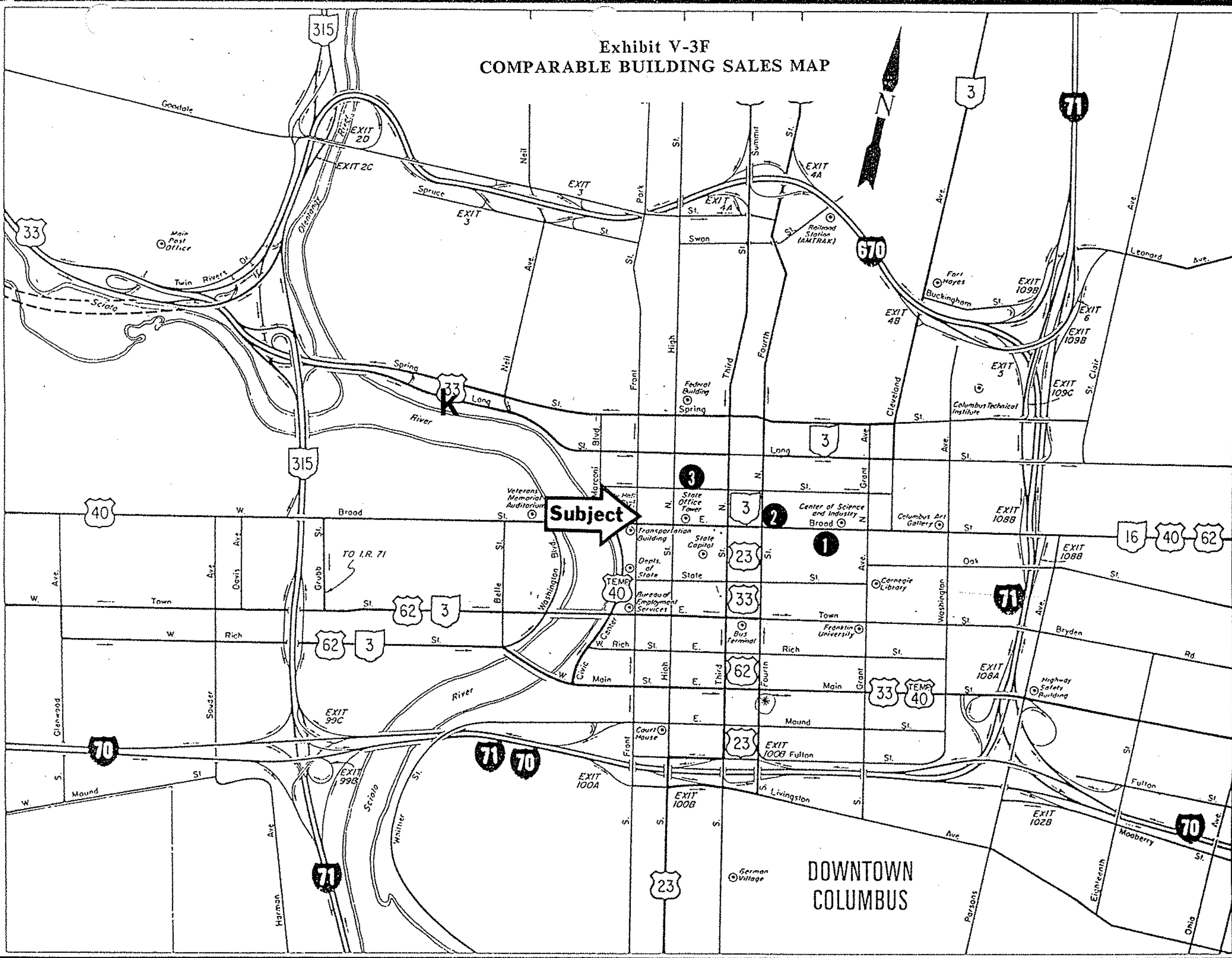


Exhibit V-4
CASH FLOW ASSUMPTIONS

RENOVATION PERIOD

Average Office and Retail Rents:	1st Year: $11.50 2nd Year: $12.50 3rd Year: $14.00
Free Rent:	None
Other Concessions:	None
Renovation Period:	36 Months
Lease-Up Occupancy:	1st Year: 75% 2nd Year: 83% 3rd Year: 92%

OPERATING

Inflation in Rents:	5% Beginning in 1991
Inflation in Operating Expenses, Antenna Income, Misc.Income:	5% Beginning in 1988
Occupancy Rate:	92%
Tenant Improvements:	
Release $10	Increase at Inflation Rate
Renew $5	Increase at Inflation Rate
Leasing Commissions:	Renew 3% Release 5%
Expenses:	$1,859,484 in 1988

SALE

Capitalization Rate:	10% on Year 10 NOI
Selling Expenses:	3%

LOAN

Loan Amount:	$10,000,000
Amortization:	30 Years
Interest Rate:	11%
Term:	10 Years

Exhibit V-4
CASH FLOW ASSUMPTIONS (Continued)

EQUITY

Equity Amount:	$8,040,000
Cumulative Preferred Return:	10.5%
Funding of Equity:	
Closing:	$1,260,000
1st Year:	$2,260,000
2nd Year:	$2,260,000
3rd Year:	$2,260,000
Percentage Interest in Cash Flow:	40%
Percentage Interest in Residual:	40%

Exhibit V-5
SUMMARY OF CASH FLOWS

PROJECTED NET OPERATING INCOMES AND CASH FLOWS

ASSUMPTIONS:											
A. Total Rentable Area		350,000	350,000	350,000	350,000	350,000	350,000	350,000	350,000	350,000	350,000
B. Average Rental Rate		$11.50	$12.50	$14.00	$14.70	$15.44	$16.21	$17.02	$17.87	$18.76	$19.70
C. Annual Occupancy Level		75.00%	83.00%	92.00%	92.00%	92.00%	92.00%	92.00%	92.00%	92.00%	92.00%
D. Inflation Rate		5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
CALCULATIONS:											
loan year		1	2	3	4	5	6	7	8	9	10
calendar year	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997
Gross Income											
+ Office Rents	2,894,024	4,025,000	4,375,000	4,900,000	5,145,000	5,402,250	5,672,363	5,955,981	6,253,780	6,566,469	6,894,792
+ Antenna Income	63,633	66,814	70,155	73,663	77,346	81,213	85,274	89,538	94,014	98,715	103,651
+ Miscellaneous Income	143,423	150,594	158,124	166,030	174,331	183,048	192,200	201,810	211,901	222,496	233,621
Total Gross		4,242,408	4,603,279	5,139,693	5,396,677	5,666,511	5,949,837	6,247,328	6,559,695	6,887,680	7,232,064
- Vacancy Allowance		1,006,250	743,750	392,000	411,600	432,180	453,789	476,478	500,302	525,317	551,583
= Effective Gross Income		3,236,158	3,859,529	4,747,693	4,985,077	5,234,331	5,496,048	5,770,850	6,059,393	6,362,362	6,680,480
- Operating Expense	1,770,937	1,859,484	1,952,458	2,050,081	2,152,585	2,260,214	2,373,225	2,491,886	2,616,481	2,747,305	2,884,670
= Net Operating Income		1,376,674	1,907,071	2,697,612	2,832,492	2,974,117	3,122,823	3,278,964	3,442,912	3,615,058	3,795,810
- Mortgage Payment		1,142,788	1,142,788	1,142,788	1,142,788	1,142,788	1,142,788	1,142,788	1,142,788	1,142,788	1,142,788
- Tennant Refit Expenditures		0	0	0	840,918	882,964	927,112	973,468	1,022,141	1,073,248	1,126,911
= Cash Flow Before Distributions		233,886	764,283	1,554,824	848,786	948,365	1,052,922	1,162,708	1,277,983	1,399,021	1,526,112
- Paid Perferred Return @ 10.5%		233,886	505,314	725,550	844,200	844,200	844,200	844,200	844,200	844,200	844,200
= Cash Flow to Split		0	258,969	829,274	4,586	104,165	208,722	318,508	433,783	554,821	681,912
X ISA'S Share		40.00%	40.00%	40.00%	40.00%	40.00%	40.00%	40.00%	40.00%	40.00%	40.00%
= ISA'S Cash Above Cum Pref		0	103,588	331,709	1,834	41,666	83,489	127,403	173,513	221,928	272,765
ISA's Cash on Cash Return		9.79%	13.09%	15.30%	10.52%	11.02%	11.54%	12.08%	12.66%	13.26%	13.89%

Exhibit V-6
INTERNAL RATE OF RETURN ANALYSIS

	1987 At Closing	1988 Year 1	1989 Year 2	1990 Year 3	1991 Year 4	1992 Year 5	1993 Year 6	1994 Year 7	1995 Year 8	1996 Year 9	1997 Year 10
Equity Contributions	(1,260,000)	(2,260,000)	(2,260,000)	(2,260,000)							
+ Cumulative Preferred Return		233,886	505,314	725,550	844,200	844,200	844,200	844,200	844,200	844,200	844,200
+ Annual Participation		0	103,588	331,709	1,834	41,666	83,489	127,403	173,513	221,928	272,765
+ Equity Repayment At Sale											8,040,000
+ Unpaid Cum Pref At Sale											0
+ ISA Participation at Sale											7,821,242
= Annual Cash Flow To ISA	(1,260,000)	(2,026,114)	(1,651,099)	(1,202,741)	846,034	885,866	927,689	971,603	1,017,713	1,066,128	16,978,207

Internal Rate of Return on Equity 19.1%

Exhibit V-7A
SENSITIVITY ANALYSIS

I. BASE CASE

A. Mortgage: $10,000,000

B. Equity: $ 8,040,000

C. Rents:

1st Year:	$11.50
2nd Year:	$12.50
3rd Year:	$14.00

D. Refits: 25% of space in building becomes available each year beginning with the 4th year. 50% of available space is renewed to existing tenants and 50% of the space is re-let to new tenants.

GROWTH RATE	CAPITALIZATION RATE 9.5%	10%	10.5%
3%	18.84%	18.41%	18.00%
5%	19.53%	19.08%	18.65%
7%	20.11%	19.65%	19.21%

Exhibit V-7B
SENSITIVITY ANALYSIS

II. INCREASE EQUITY AND DECREASE MORTGAGE

A. Mortgage: $9,000,000

B. Equity: $9,040,000

C. All other assumptions remain the same as Base Case above.

CAPITALIZATION RATE

GROWTH RATE	9.5%	10%	10.5%
3%	18.40%	17.99%	17.60%
5%	19.05%	18.62%	18.23%
7%	19.62%	19.18%	18.77%

Exhibit V-7C
SENSITIVITY ANALYSIS

III. WORST CASE: LOWER RENTS AND COST OVERRUNS

A.	Mortgage:	$10,000,000
B.	Equity:	$ 8,040,000
C.	Rents:	1st Year: $11.50 2nd Year: $12.25 3rd Year: $13.00
D.	Post-Closing Renovation Cost Overruns:	15% (i.e. $1,000,000) funded entirely by ISA in amounts of $333,333 in each 12 months of the 36-month renovation period. ISA's percentage interest increases to 45% in year 2, 50% in year 3, and 55% in year 3 and remains at 55% for the remainder of the ten-year holding period.

CAPITALIZATION RATE

GROWTH RATE	9.5%	10%	10.5%
3%	16.06%	15.53%	15.02%
5%	16.74%	16.19%	15.68%
7%	17.30%	16.74%	16.22%

APPENDIX A

LEVEQUE TOWER
50 WEST BROAD STREET
COLUMBUS, OHIO
43215

<u>Prepared For</u>:

The Daimler Group, Inc.
1533 Lake Shore Drive
Columbus, Ohio 43204

<u>Prepared By</u>:

Pedersen Insulation Co.
P.O. Box 30744
Columbus, Ohio 43230

PEDERSEN INSULATION COMPANY
Mechanical Insulation and Asbestos Abatement
P.O. BOX 30744 COLUMBUS, OHIO 43230-0744 (614) 471-3788

July 21,1987

Re: LEVEQUE TOWER
ASBESTOS SURVEY

To whom it may concern:

We were employed by The Daimler Group, Development Manager for the LeVeque Tower, to complete an asbestos survey.

The LeVeque Tower is a forty-six story concrete frame office tower located at 50 West Broad Street, Columbus, Ohio.

Pursuant to our agreement with The Daimler Group, our survey consisted of the following:

1. Nine random floors in the low rise 1st thru the 19th floors.
2. Twelve random floors in the high rise 20th thru the 45th floors.
3. Main Boiler Room
4. Lower Basement
5. Upper Basement
6. North Wing Mezzanine Storage Area
7. Main Lobby Area
8. 19th Floor Equipment Room
9. 20th Floor Fan Room
10. 37th Floor Equipment Room
11. 39th Floor Equipment Room
12. 42nd Floor Equipment Room
13. Pipe space between 2nd and 3rd Floors

During this survey, 65 material samples and 10 air samples were obtained. All of the air quality samples were within the "safe" levels as established by OSHA and EPA. In comparison to other buildings of the same age and size, there is relatively minimal amounts of asbestos containing materials in the building. Of the asbestos containing materials, most is in good condition. In general, the asbestos containing materials are found in :

1. Hot pipe insulation such as steam, condensate, hot water heating and domestic hot water pipe which is not insulated with fiberglass. This pipe is the older pipe in the equipment rooms and encased in the walls.
2. On fiberglass insulated pipe there is ACM on the hard elbows, T's and valves.
3. Transite wall material in the main equipment room
4. The fireproofing of the North Wing Mezzanine storage area. This material is cementious and is the only fireproofing found to contain asbestos.
5. Vessels including tanks and chillers.
6. Main lobby ceiling
7. Boiler and boiler breeching in the main equipment room.
8. 37th and 39th floor duct insulation.

In my opinion, there is no immediate problem with the asbestos containing materials. As I have stated, most of the materials are in good condition. The friable areas can be corrected by encapsulation. Should the materials be disturbed due to renovation or emergency maintance, the materials could be removed at that time under controlled conditions.

Sincerely,

Richard A. Orsborn

Richard A. Orsborn
Divisional Manager

INSPECTION RESULTS

Asbestos containing material (ACM) is defined as a material that contains 1% or more of asbestos by weight. Federal regulations require that when ACM is dealt with through building demolition or renovation, all current State and Federal laws dealing with asbestos must be followed.

Friable asbestos material is any material that contains more than 1% asbestos by weight and that can be crumbled, pulverized, or reduced to powder, when dry, by hand presure.

The permissable exposure limit (PEL) is .2 fibers per cc of air, calculated as an eight hour time weighted average. The action level is .1 fibers per cc and initial monitoring, employee training and recordkeeping are triggered whenever exposure measurements reach or exceed this level.

Pursuant to our inspection and the labortory analysis results, it is my opinion that there is no immediate problem with the asbestos containing materials in the building. In comparison with similar buildings of the same age and size, there is relatively minimal amounts of ACM.

Attached to this report is the listing of samples obtained and the asbestos content. In general, the asbestos is contained in:

1. Hot pipe insulation such as steam, condensate, hot water and domestic hot water which is not fiberglass. This pipe, in general, is the older pipe in the equipment rooms and the pipe risers throughout the building.

2. On fiberglass insulated pipe there is hard ACM on the elbows, tees and valves

3. Transite wall material

4. The North Wing Mezzanine Storage area which has been retrofitted.

5. Vessel including tanks and chillers

6. Main lobby ceilings

7. Boiler and boiler breeching

8. 37th and 39th floor duct insulation

There are damaged (friable) asbestos containing materials in the equipment rooms and the main lobby. All air quality results are within the "safe" level which is established by OSHA and EPA.

RECOMMENDATIONS

As I previously stated, in my opinion, there is no immmediate problem with the ACM. Due to general maintenance and any future renovation of the building, there are several recommendations which I would like for you to consider.

1. It would be prudent to establish a procedure by which the building maintenance department can identify the ACM and proceed through proper guidelines should they have to deal with the asbestos in an emergency situation.

2. The friable mechanical insulation should be repaired.

3. Semi-annual air samples could be taken to assure that the air quality is acceptable.

4. Should the mechanical systems be renovated, the contractor needs to be made aware of ACM and what procedures he should following dealing with the materials.

5. Unless the mechanical insulation materials are obviously fiberglass, they should be considered possible ACM. Prior to any renovation or repair this report should be checked or the materials sampled.

6. The friable ceiling materials at the first level elevators should be encapsulated as this material appears to be in a high impact area.

Recommended Priorities of Abatement:

1. Ceiling encapsultion at first floor elevators

2. Patch and repair of mechanical insulation in the equipment rooms

3. Encapsulation of North wing mezzanine storage area fire-proofing

4. Clean up of visual debris in crawl space between the second and third floors

APPENDIX B

APPENDIX B

OCCUPANCY REPORT

JULY 1, 1987

LOCATION	TENANT	RENT PER MONTH	USABLE SQ. FOOTAGE	RATE	LEASE TERM	LATE CHARGE
Lower Lobby	Vacant		879			
8 N. Front	Clem's Place	663.50	600	13.27	5-1-85 to 10-31-85	N/A
14 N. Front	Subway Sandwich	733.55	832	10.58	1-1-86 to 12-31-90	10.00
18 N. Front	Downtown Shoe Repair	556.00	513	13.01	2-1-87 to 1-31-90	10.00
20 N. Front	Columbus Palace	-	476	-	Month to Month	N/A
22 N. Front	Columbus Landmark Foundation	346.25	654	6.35	Month to Month	N/A
Storeroom #1	Cheese Village	918.00	648	17.00	9-15-79 to 9-14-89	N/A
Storeroom #2	The Juice Bar	771.71	627	15.00	8-1-79 to 7-31-89	N/A
M-1	Building Mailroom	-	180			
M-10	Opera Columbus	560.00	600	11.20	Month to Month	N/A
M-14	Tower Barber Salon	339.00	428	9.50	Month to Month	N/A
M-16	Opera Columbus	1,280.08	1,165	13.19	11-1-84 to 10-31-87	20.00
204	Vacant	-	880	18.00		
205	Inkwell	1,390.50	828	20.15	6-1-87 to 5-31-92	
216	Vacant	-	1,774	18.00		
220	Vacant	-	131	18.00		
223	Vacant	-	514	18.00		
227	Vacant	-	259	18.00		
231	Vacant	-	334	18.00		

Source: Sequin, Thomas, Mathews & Click

LOCATION	TENANT NAME	PENT PER MONTH	USABLE SQ. FOOTAGE	RATE	LEASE TERM	LATE CHARGE
235	Vacant	-	420	18.00		
300	Ohio Student Loan	2,270.88	2,207	12.35	7-1-87 to 12-31-87	
304	Defense Investigative Svcs.	1,523.15	1,640	11.14	Month to Month	N/A
305	Vacant	-	401	12.50		
306	Lafe Mathis, Denny Fultz	394.00	367	12.88	5-1-85 to 3-31-87	10.00
314	Vacant	-	1,041	12,72		
320	Ohio Youth Services Network	1,195.60	1,089	13.17	3-1-86 to 2-28-89	20.00
325	Ohio Student Loan	2,057.88	2,000	12.35	11-1-86 to 6-30-87	
330	Bowen, Tidwell, Frost	2,293.00	2,501	11.00	Month to Month	20.00
400	Ohio Student Loan	11,737.14	11,407	12.35	7-1-87 to 12-31-87	N/A
500	Ohio Student Loan Commission	11,737.14	11,407	12.35	7-1-87 to 12-31-87	N/A
600	Ohio Department of Aging	6,920.76	7,472	11.11	7-1-87 to 6-30-89	N/A
620	Bieble, French and Nauman	1,402.27	1,413	11.91	5-1-86 to 4-30-87	15.00
621	Macke Company	10% of gross	502	-	Month to Month	
622	Midwest Voter Registration	1,169.00	1,214	11.56	4-1-86 to 3-31-87	20.00
626	Dayton Newspaper	942.96	978	11.57	12-1-84 to 11-30-86	N/A
628	Ohio Student Loan (storage)	160.13	549	3.50	7-1-85 to 6-30-87	
635	Vacant	-	681	12.89		
703	State and Local Gov't	1,000.00	1,305	9.20	7-1-87 to 6-30-88	

LOCATION	TENANT NAME	RENT PER MONTH	USABLE SQ. FOOTAGE	RATE	LEASE TERM	LATE CHARGE
710-717	GSA, Health and Human Services	11,761.19	12,376	11.40	8-1-82 to 7-31-87	
800	Ohio Student Loan Commission	14,524.54	14,116	12.35	7-1-87 to 12-31-87	
900	Ohio Department of Aging	14,472.15	14,116	12.30	7-1-87 to 6-30-89	
1002	United Negro College	973.00	1,112	10.50	7-1-86 TO 6-30-88	15.00
1006	BancInsurance Corporation	3,073.38	2,699	13.66	8-1-83 to 7-31-86	15.00
1010	Robert Ryan and Associates	985.00	1,023	11.55	Month to Month	10.00
1014	Vacant	-	992	12.50	Month to Month	
1016-19	Loveland & Brosius	2,521.51	2,987	10.13	Month to Month	10.00
1020	Loveland & Brosuis	260.00	284	10.99	Month to Month	10.00
1025	Wildlife Conservation Fund	5,000.00	4,899	12.24	2-1-86 to 1-31-91	20.00
1100	Seguin-Thomas-Mathews & Click	3,195.45	3,283	11.68	Month to Month	10.00
1101	LeVeque Tower Building Office	-	513			
1111	Ohio Trucking Association	2,947.00	3,125	11.32	6-1-86 to 5-31-88	15.00
1118	Gerrity and Tsitouris	1,780.17	1,734	12.32	7-1-86 to 6-30-88	N/A
1120	Vacant	-	713	12.50		
1130	Ohio Petroleum Marketers	3,683.00	3,399	13.00	6-1-86 to 5-31-88	15.00
1131-34	Petroleum Insurance	751.00	699	12.89	3-16-87 to 5-31-88	10.00
1200	Zacks, Luper and Wolinetz	11,158.48	12,028	11.13	3-1-87 to 2-28-89	N/A
1231	Mead Corporation	794.75	759	12.57	5-1-86 to 4-30-87	15.00

LOCATION	TENANT NAME	RENT PER MONTH	USABLE SQ. FOOTAGE	RATE	LEASE TERM	LATE CHARGE
1234	LeVeque Tower Conference Room	-	719			
1300	Vacant	-	516	12.50		
1302	Vacant	-	535	12.50		
1303	Continental Appraisal	1,324.00	1,444	11.00	Month to Month	20.00
1308	Vacant		923	12.50		
1310	Vacant	-	776	12.50		
1312	Ohio Gas Association	734.00	684	12.87	8-1-85 to 7-31-88	
1313	Henry Eckert	174.00	182	11.47	Month to Month	15.00
1314	Henry Eckert	1,251.16	1,329	11.30	Month to Month	15.00
1316	ODOT	1,434.00	1,280	13.44	9-1-86 to 6-30-87	N/A
1318	Telecome Resources, Inc.	596.00	555	12.89	Month to Month	N/A
1319	Charles E. Cline	316.00	345	10.99	Month to Month	N/A
1321	Eastman Kodak	685.97	658	12.51	10-1-85 to 9-30-88	N/A
1324	Permit Services	486.00	453	12.87	10-1-86 to 9-30-87	10.00
1325	Social Systems Research	471.00	459	12.32	Month to Month	10.00
1326	Day, Ketterer, Raley, Wright, Rybolt	693.00	661	12.58	6-1-86 to 5-31-87	15.00
1328	Vacant	-	516	12.50		
1331	Ohio Cable Television	1259.00	1,208	12.51	9-1-86 to 8-31-87	N/A
1333	Vacant		806	12.50		

LOCATION	TENANT NAME	RENT PER MONTH	USABLE SQ. FOOTAGE	RATE	LEASE TERM	LATE CHARGE
1400	Loganbach, Guisti and Assoc,	5,195.69	4,948	12.60	6-16-84 to 6-15-87	15.00
1414	APCOA, Inc.	1,404.46	1,245	13.54	4-1-86 to 3-31-89	10.00
1416	Ohio Manufactured Housing Assoc.	1,997.00	1,706	14.05	7-1-87 to 6-30-89	20.00
1418	Vacant	-	222	12.50		
1420	Joseph Marchese	1,106.95	1,014	12.10	11-1-85 to 10-31-88	10.00
1425	State of Water Dev. & Authority	3,898.00	3,341	14.00	7-1-87 to 6-30-89	25.00
1430	William McGee & Company	1,096.19	1,042	12.62	1-1-86 to 12-31-88	15.00
1500	Vacant	-	2,703	11.50		
1515	Barkan & Neff, Co., LPA	9,599.50	11,173	10.31	Month to Month	N/A
1600-10	Columbus Convention Bureau	4,512.67	4,317	12.54	10-1-83 to 4-30-88	25.00
1614	Columbus Convention Bureau	1,518.53	1,453	12.54	1-16-86 to 4-30-88	25.00
1616	Ohio Council of Retail Merchants	2,125.34	2,261	11.28	8-1-83 to 7-31-88	20.00
1622	Press Club of Ohio	2,760.00	4,234	7.82	9-1-86 to 8-31-87	15.00
1700	Sverdrup & Parcel	3,300.00	2,902	13.65	8-1-86 to 12-31-88	25.00
1705	Nat'l Fed. of Independent Bus.	581.00	591	11.80	7-1-87 to 6-30-90	10.00
1710	Vacant	-	769	12.50		
1715	Edward J. Cox	1,981.00	2,067	11.50	Month to Month	20.00
1718	State of Ohio Attorney General	4,262.50	4,152	12.32	7-1-87 to 6-30-89	N/A
1721	Dr. Walter Shary	699.75	750	11.02	Month to Month	15.00

LOCATION	TENANT	RENT PER MONTH	USABLE SQ. FOOTAGE	RATE	LEASE TERM	LATE CHARGE
1800	R.C. Winningham	406.16	470	10.37	Month to Month	N/A
1801	United Parcel International	2,253.98	2,368	11.42	Month to Month	N/A
1805	Vacant	-	224	12.50	Month to Month	N/A
1812	Ohio Licensed Beverage Association	586.00	598	11.76	7-1-86 to 6-30-87	10.00
1814	Ohio Safety Belt Ed. Coalitaion	502.00	468	12.87	8-1-86 to 7-31-88	10.00
1816	Sheppard & Bale	2,249.29	2,004	13.47	6-1-86 to 5-31-89	20.00
1817-18	Credit Consultants, Inc.	825.13	766	12.93	1-1-86 to 1-31-87	10.00
1820	H.E.W. Audit	3,047.50	3,800	9.62	11-1-79 to 10-31-89	N/A
1900	Vacant	6,624.12	7,038	11.50		
1901	Ohio Air Quality Development	1,255.00	1,317	11.44	10-1-86 to 7-31-87	N/A
1903	Robert Sexton	732.29	925	9.50	Month to Month	N/A
1904	Windell Fisher	755.00	906	10.00	Month to Month	15.00
1910	Arnold Zacks	401.63	410	11.75	Month to Month	10.00
1915	Dr. Kenneth Zinnecker	690.00	776	10.67	Month to Month	15.00
1920	Columbus and Franklin County	395.00	338	14.02	7-1-87 to 6-30-88	10.00
1925	Robert E. Stebens	709.00	800	10.64	Month to Month	15.00
1945	Vacant	-	430	9.57		
1950-60	Parsons Securities, Inc.	887.00	950	11.20	10-1-86 to 2-28-88	10.00
1965	The Asphalt Institute	218.00	335	7.81	4-1-86 to 3-31-87	10.00

LOCATION	TENANT NAME	RENT PER MONTH	USABLE SQ. FOOTAGE	RATE	LEASE TERM	LATE CHARGE
1970	Norman Frank	436.00	615	8.50	Month to Month	N/A
1975	Vacant	-	163	11.50		
1979	James Baker	244.00	275	10.64	Month to Month	10.00
1990	J. Roscoe Wright	85.00	94	10.85	8-1-86 to 7-31-87	10.00
1995	Vacant	-	215	11.50		
2000	Butler, Cincione, DiCuccio & Dritz	2,735.00	4,376	7.50	Month to Month	
2100	Hemphill and Thomas	856.00	1,027	10.00	Month to Month	15.00
2130	Thompson, Meirer and Dersom	2,202.58	2,614	10.11	10-1-85 to 9-30-87	20.00
2150	Vacant	-	691	10.50		
2200	Crown Services	865.00	1,155	9.00	Month to Month	15.00
2220	Gov't Affairs Comm. of Ohio Jewish Communities	333.70	335	11.95	8-1-86 to 7-31-87	10.00
2230	Twynham and Meyers	988.00	1,185	10.00	Month to Month	15.00
2240	Vacant	-	1,131	10.50		
2250	Ohio Conference of AAA Clubs	455.64	511	10.50	6-9-86 to 6-8-87	10.00
2300	Ohio Dept. of Transportation	5,287.09	4,295	14.77	7-1-87 to 6-30-89	N/A
2400	Gregory L. Patterson	185.50	189	11.78	5-1-87 to 5-31-88	15.00
2410	Mental Health Assoc.	450.00	767	7.04	6-1-87 to 5-31-88	15.00

LOCATION	TENANT NAME	RENT PER MONTH	USABLE SQ. FOOTAGE	RATE	LEASE TERM	LATE CHARGE
2420	Mary Jo Cusack	564.00	576	11.75	Month to Month	15.00
2430	Ohio Department of Transporation	2,561.68	2,081	14.77	7-1-87 to 6-30-89	N/A
2450	LeVeque Enterprises	671.00	700	11.50	Month to Month	N/A
2500	Vacant		2,610	10.50		
2530	Daniel Igoe	1,104.94	1,147	11.56	10-01-83 to 9-30-86	15.00
2550	Vacant		512	10.00		
2600	Vacant	-	805	10.50		
2610	Staats,Clark,Colby,Shea and Russell	1,371.00	1,645	10.00	Month to Month	20.00
2640	Vacant	-	725	10.50		
2650	Vacant	-	1,033	10.50		
2700	Ohio Cancer Research Assoc.	250.00	837	3.58	8-1-86 to 1-31-87	10.00
2710	Erlenbach and Ehrie	1,252.00	1,431	10.50	Month to Month	20.00
2730-40	Eisenberg and Gumble	930.07	1,067	10.46	8-1-86 to 7-31-87	15.00
2750	Hopple and Miller	517.00	653	9.50	Month to Month	15.00
2800	Vacant	-	594	10.50		
2810	Bio-Fuels of Ohio	282.00	322	10.50	Month to Month	10.00
2820	Jane Clark Wait & Assoc.	346.00	416	9.99	1-16-87 to 1-31-88	10.00
2830	Vacant	-	1,160	9.00		

LOCATION	TENANT NAME	RENT PER MONTH	USABLE SQ. FOOTAGE	RATE	LEASE TERM	LATE CHARGE
2840	Vacant	-	950	10.50		
2845	Seguin-Thomas (Storage)	221.00	663	4.00	Month to Month	N/A
2900	Mrs. H.R.P. Niehoff	168.80	367	5.52	Month to Month	N/A
2910	Vacant	-	718	10.50		
2920	Vacant	-	1,162	10.50		
2930	Vacant	-	1,539	8.96		
2950	Vacant	-	337	10.50		
3000	Chester Freeman	4,332.25	4.051	12.83	6-1-87 to 5-31-90	20.00
3100	Vacant	-	1,007	10.50		
3130	Jonathan Downes	1,733.00	1,648	12.62	3-1-87 to 2-28-89	20.00
3140	Vacant	-	801	10.50		
3150	Vacant		702	10.50		
3200	Estate of Ralph Beaton	177.00	224	9.48	Month to Month	10.00
3210	Vacant		663	9.50		
3250	Michael E. Zatezalo	3,067.00	3,257	11.30	9-1-81 to 8-31-87	N/A
3300	Vacant	-	4,035	10.50		
3400	Kremblas,Foster,Watkins & Millard	2,961.38	3,022	11.76	8-1-85 to 2-28-86	20.00
3450	Vacant	-	632	10.50		
3500	Ohio Dept. of Transportation	3,800.00	3,600	12.67	7-1-86 to 12-31-86	

LOCATION	TENANT NAME	RENT PER MONTH	USABLE SQ. FOOTAGE	RATE	LEASE TERM	LATE CHARGE
3600	Ohio Dept. of Human Services	3,872.49	3,883	11.97	7-1-87 to 6-30-89	
3700	LeVeque Enterprises	1,765.25	1,842	11.50		
3730	LeVeque Enterprises	1,201.75	1,254	11.50		
3760	United Revenue Services	150.00	325	5.54	Month to Month	
3800	Tower Car Lease	3,352.25	3,657	11.00	Month to Month	
4000	Gurvis,Kauffman, Kurgis and Dill	1,128.75	1,500	9.03	11-1-83 to 12-31-88	15.00
4100	Vacant	-	2,000	10.50		
4300	Vacant	-	1,110	10.71		
4400	John Fraim	624.73	1,217	6.16	4-1-83 to 3-31-88	N/A
ANTENNAS	(Mezzanine and basement storate areas not included)					
4500	Board of Education	800.00			1-1-87 to 12-31-89	N/A
4501	Broadcast Data Corporation	250.00			6-1-87 to 5-31-88	'20.00
4502	Microband Corporation	50.00			Month to Month	
4504	Miami Valley Radiotelephone	500.00			7-20-85 to 6-30-90	
4505	Radio Enterprises	318.48			4-1-83 to 3-31-86	
4506	Western Union	2,008.86			Month to Month	N/A
4507	Digital Paging Systems	200.00			5-1-87 to 6-30-90	N/A
4508	Anthony Delivery Service	100.00			4-1-87 to 3-31-88	20.00
4750	Outlet Broadcasting Corporation	575.00			1-1-84 to 12-31-88	

LOCATION	TENANT NAME	RENT PER MONTH	USABLE SQ. FOOTAGE	RATE	LEASE TERM	LATE CHARGE
4751	RAM Communications	250.00			1-15-86 to 1-15-87	
3900	Electromm Corporation	200.00			1-1-82 to 12-31-85	