

**ATTACHMENT B
FINANCIAL TERMS**

DANA POINT HARBOR PARTNERS LLC	DANA POINT PARTNERS LLC
COMMERCIAL/RETAIL	COMMERCIAL/RETAIL
<ul style="list-style-type: none"> ❑ \$100,000 Minimum Base Rent in Year 1 ❑ \$125,000 Minimum Base Rent in Year 2 ❑ \$150,000 Minimum Base Rent in Year 3 ❑ Year 4 forward Minimum Base Rent shall be set at \$250,000/year adjusted every 5 years beginning in year 4 based on the cumulative increase in the Consumer Price Index. However, in no case shall Minimum Base Rent increase more than 12%. In the event 6% of Percentage Rent are greater than Minimum Base Rent in years 4-5, 6% of Percentage Rent shall constitute that year’s annual rent, instead of the Minimum Base Rent. In the event 8% of Gross Receipts are greater than Minimum Base Rent in years 6 forward, 8% of Percentage Rent shall constitute that year’s annual rent payment, instead of the Minimum Base Rent. ➤ No Construction period rent was initially offered, but DPHP has subsequently stated they are “open to negotiation”. 	<ul style="list-style-type: none"> ❑ 4% of Gross Receipts, and may be willing to guaranty an Annual Minimum Rent but does not provide a guaranty of nor a figure for minimum annual rent payments. ❑ 2 year construction period free rent. ❑ Annual Minimum Rent commencing in Year 3 to be at a 75% basis. ❑ Annual Minimum Rent in year 6, adjusted every 3-years following, shall increase according to the Consumer Price Index, however it must be capped at 3% for any given year.

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DRY MARINA	DRY MARINA
<p>The following Development Components are subject to the following payment terms.</p> <p><u>Payment Terms</u> Minimum Base Rent and Percentage rent as outlined below is for the entirety of the Dry Marina and not per component.</p> <ul style="list-style-type: none"> ❑ \$25,000 Minimum Base Rent in Year 1 ❑ \$30,000 Minimum Base Rent in Year 2 ❑ \$40,000 Minimum Base Rent in Year 3 ❑ Year 4 forward Minimum Base Rent shall be set at \$40,000/year adjusted every 5 years beginning in year 4 based on the cumulative increase in the Consumer Price Index. However, in no case shall Minimum Base Rent increase more than 12%. In the event the sum of the below percentage rents are greater than the Minimum Base Rent, the sum of percentage rents shall constitute that year’s annual rent. <p><u>Development Components & Percentage Rents</u></p> <ul style="list-style-type: none"> ❑ Dry Stack Storage - 10% ❑ Trailer Boat Storage (Parking Lot) - 20% ❑ Vending - 5% ❑ Boat Launch/Day Boater Parking - 5% ❑ Lockers - 5% ❑ Parking - 5% ❑ Gross Revenue Buildings (Landside Structures with 3rd Party Leases, if any) - 8% ❑ MISC. (Includes Services, etc.) - 5% <p>➤ No Construction period rent was initially offered, but DPHP has subsequently stated they are “open to negotiation”.</p>	<ul style="list-style-type: none"> ❑ 20% of Gross Receipts, and may be willing to guaranty an Annual Minimum Rent but does not provide a guaranty of nor a figure for minimum annual rent payments. ❑ 2 year construction period and 3 year operating period free rent. (5 years of free rent) ❑ Annual Minimum Rent in year 6 and at each 3-year Adjustment thereafter to be 75% of average sum of Annual Minimum Rent and Percentage Rent paid for 3 prior years. No Annual Minimum Rent adjustments are to be made automatically based upon Consumer Price Index increases.

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WET MARINA	WET MARINA
<p>The following Development Components are subject to the following payment terms. Payment:</p> <p><u>Payment Terms</u> Minimum Base Rent and Percentage rent as outlined below is for the entirety of the Wet Marina and not per component.</p> <ul style="list-style-type: none"> ❑ \$1,500,000 Minimum Base Rent in Year 1 ❑ Year 2 forward Minimum Base Rent shall be adjusted every 5 years to an amount that is 75% of the average of the previous three preceding years actual rent paid. In the event the sum of the below percentage rents are greater than the Minimum Base Rent, the sum of percentage rents shall constitute that year’s annual rent. <p><u>Development Components & Percentage Rents</u></p> <ul style="list-style-type: none"> ❑ Slips Rentals - 20% ❑ End Ties, Side Ties and Liveaboards - 20% Dinghy - 10% ❑ Lockers - 5% ❑ Gross Revenue Buildings - 8% ❑ Vending - 5% ❑ Misc. (Includes Services, etc.) - 5% ❑ Gross Revenue Parking - 5% <p>➤ No Construction period rent was initially offered, but DPHP has subsequently stated they are “open to negotiation”.</p>	<ul style="list-style-type: none"> ❑ 25% of Gross Receipts, and may be willing to guaranty an Annual Minimum Rent but does not provide a guaranty of nor a figure for minimum annual rent payments. ❑ 2 year construction period and 3 year operating period free rent. (5 years of free rent) ❑ Annual Minimum Rent in year 6 and at each 3-year Adjustment thereafter to be 75% of average sum of Annual Minimum Rent and Percentage Rent paid for 3 prior years. No Annual Minimum Rent adjustments are to be made automatically based upon Consumer Price Index increases.

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HOTEL	HOTEL
<ul style="list-style-type: none"> ❑ \$75,000 Minimum Base Rent in Year 1 ❑ \$150,000 Minimum Base Rent in Year 2 ❑ \$250,000 Minimum Base Rent in Year 3 ❑ Year 4 forward Minimum Base Rent shall be set at \$250,000/year adjusted every 5 years beginning in year 4 based on the cumulative increase in the Consumer Price Index. However, in no case shall Minimum Base Rent increase more than 12%. In the event 3% of Room Revenue + 2% of Other Revenue are greater than Minimum Base Rent, 3% of Room Revenue + 2% of Other Revenue shall constitute that year's annual rent payment, instead of the Minimum Base Rent. ❑ DPHP will pay 6% of Percentage Rent (County to credit back all money spent on maintenance for facility) during the duration in which they plan to operate the existing Hotel. <p>➤ No rent shall be paid until the stabilization of both of DPHP's hotels. DPHP has subsequently stated they are open to "some form of construction period rent".</p>	<ul style="list-style-type: none"> ❑ 5.4% of Gross Receipts, and may be willing to guaranty an Annual Minimum Rent but does not provide a guaranty of nor a figure for minimum annual rent payments. ❑ 2 year construction period and 3 year operating period free rent. (5 years of free rent) ❑ Annual Minimum Rent in year 6 and at each 3 year Adjustment thereafter to be 75% of average sum of Annual Minimum Rent and Percentage Rent paid for 3 prior years. No Annual Minimum Rent adjustments are to be made automatically based upon Consumer Price Index increases.
PARKING	PARKING
See Dry and Wet Marina	\$1,000,000 priority payment for the first 15 years of the lease, then 10% of Gross Receipts thereafter.
SALE OR REFINANCE	SALE OR REFINANCE
No County participation in any sale or refinance proceeds.	<p>Sale: 2.5% of the purchase price over the total cost of the project including all capital improvements.</p> <p>Refinance: 1.5% of the finance funds in excess of the total costs including all capital improvements.</p>

The financial terms listed above were derived directly from information provided by each Proposer.