

THE PRIVATE RESIDENCES AT HOTEL GEORGIA

FIRST AMENDMENT TO DISCLOSURE STATEMENT REAL ESTATE DEVELOPMENT MARKETING ACT OF BRITISH COLUMBIA (the "Act") DATED October 18, 2007

This document notes the amendments that have been made to the Disclosure Statement dated September 12, 2007 (the "Disclosure Statement") with respect to an offering by GEORGIA PROPERTIES PARTNERSHIP for the sale of strata lots located at property currently having a proposed civic address at 667 Howe Street, Vancouver, British Columbia, in a development known as "The Private Residences at Hotel Georgia".

DEVELOPER:

Name: GEORGIA PROPERTIES PARTNERSHIP
(the "Developer")

Address for Service: c/o Parolin & Company
Barristers and Solicitors
1908 Cathedral Place
925 West Georgia Street
Vancouver, British Columbia V6C 3L2
Attention: Dennis J.F. Parolin

Head Office and Mailing Address: 788 - 1199 West Hastings Street
Vancouver, British Columbia V6E 3T5

AGENT OF THE DEVELOPER: Sotheby's International Realty Canada
1672 West 2nd Avenue
Vancouver, British Columbia V6J 1H4

The Developer reserves the right to appoint additional or replacement agents or subagents.

DISCLAIMER

This Amendment has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Amendment, or whether the Amendment contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the Developer to disclose plainly all material facts, without misrepresentation.

The Disclosure Statement, as amended by this Amendment, relates to a development property that is not yet completed. Please refer to Section 7.2 of this Amendment for information on the purchase agreement. That information has been drawn to the attention of _____, who has confirmed that fact by initialing in the space provided here: _____.



AMENDMENTS

1. The Disclosure Statement is hereby amended by replacing the reference to “669 Howe Street” on the cover page of the Disclosure Statement with “667 Howe Street”.
2. The Disclosure Statement is hereby amended by replacing the index of the Exhibits to the Disclosure Statement, comprising the 5th page of the Disclosure Statement, in its entirety, with the index to the Disclosure Statement, including the Exhibits to the Disclosure Statement, attached hereto as Schedule “A”.
3. The Disclosure Statement is amended by adding the following as Sections 1.5 and 1.6:

“1.5 Background of Developer, Directors, Officers and Shareholders

- (a) As noted above, the Developer was established specifically for the purpose of developing the Property. The officer and director of the managing partner of the Developer has 10 years of experience in the development industry. This experience includes the development of four (4) residential strata projects in the City of Vancouver. The Senior Vice-President of Delta Land Development Ltd., a corporation affiliated with the Developer which is managing the construction and development of the Development on behalf of the Developer, has over 40 years of experience in the development industry. The Senior Vice-President, Construction, and the Senior Vice-President, Development, of Delta Land Development Ltd. each have 25 years of experience in the development industry.
- (b) Neither the Developer, nor any shareholder of the corporation or the corporate trustee of the two corporations comprising the partners of the Developer, nor any director or officer of the corporation or corporate trustee of the two corporations comprising the partners in the Developer or any director or officer of any shareholder of the corporation or corporate trustee of the two corporations comprising the partners of the Developer, has been subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.
- (c) Neither the Developer, nor any shareholder of the corporation or the corporate trustee of the two corporations comprising the partners of the Developer, nor any director or officer of the corporation or corporate trustee of the two corporations comprising the partners of the Developer or any director or officer of any shareholder of the corporation or corporate trustee of the two corporations comprising the partners of the Developer, was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.
- (d) No director, officer or shareholder of the corporation or corporate trustee of the two corporations comprising the partners of the Developer, nor any director or officer of any shareholder of the corporation or corporate trustee of the two corporations comprising the

partners of the Developer, has been a director, officer or shareholder of any other developer that, while that person was acting in that capacity, that other developer:

- (i) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud, or
- (ii) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

1.6 Disclosure of Interest in the Hotel Component and the Office Component

As disclosed below in this Disclosure Statement, the Developer will be concurrently developing the Hotel Component and the Office Component and, once the Hotel Component and the Office Component have been constructed, the Hotel Component and the Office Component will each be operated as a hotel and office complex, respectively. As such, the Developer on its own behalf, and on behalf of any and all future owners of the Hotel Component and the Office Component, has an interest in ensuring that the Hotel Component will be able to be operated independently as a hotel in the normal course, and that the Office Component will be able to be operated independently as an office complex in the normal course.”

4. The Disclosure Statement is hereby amended by replacing the reference to “669 Howe Street” at the third line of Subsection 2.1(a) with “667 Howe Street”.
5. The Disclosure Statement is hereby amended by replacing the first sentence of the fourth paragraph of Subsection 3.3(a), in its entirety, with the following:

“It is intended that the Common Property of the Development will include a multi-media room, a multi-function room, washrooms, visitor parking, a common storage area and common bicycle storage areas.”

6. Section 3.6 of the Disclosure Statement is hereby amended by:
 - (a) replacing the reference to “two hundred forty-one (241) parking stalls” at the first line of the first paragraph with a reference to “two hundred forty-two (242) parking stalls”; and
 - (b) replacing the reference to “two hundred thirty-two (232) of the Residential Parking Stalls” at the first line of the second paragraph with a reference to “two hundred thirty-three (233) of the Residential Parking Stalls”.

7. Subsection 3.14(a) of the Disclosure Statement is hereby amended by replacing the first two sentences of the first paragraph with the following:

“The Development will include approximately seven (7) bicycle storage lockers and thirty-six (36) general storage lockers. The Developer intends to designate one or more of such storage lockers as Limited Common Property for the exclusive use of up to approximately forty-three (43) Owners.”



8. Subsection 3.14(b) of the Disclosure Statement is hereby amended by replacing the reference to “ten (10) common bicycle storage areas” at the first line with a reference to “twenty-six (26) common bicycle storage areas”.
9. The Disclosure Statement is hereby amended by replacing Section 4.6, in its entirety, with the following:

“4.6 Environmental Matters

The Developer is not aware of any dangers or any requirements imposed by the City or other governmental authority related to flooding or in respect of the condition of the soil or subsoil. As noted in paragraph 3 of Exhibit G of the Disclosure Statement, Easement and Indemnity Agreement BL50367 in favour of the City refers to an oil tank which is contained within a sidewalk cavity which encroaches under the Georgia Street sidewalk located along the southerly boundary of the Property. This underground storage tank was in-situ decommissioned in January of 1997 and was filled with concrete in accordance with applicable environmental laws and regulations in place at that time. The Developer has obtained a report from a qualified environmental firm which concluded that this decommissioned oil tank is not considered to be an area of environmental concern.”

10. The Disclosure Statement is hereby amended by adding the following sentence to the end of Section 5.3:

“The Development will not be located within any portion of the improvements currently comprising the existing heritage designated hotel located on the southerly portion of the Property.”

11. The Disclosure Statement is amended by replacing Section 7.2, in its entirety, with the following:

“Section 7.2 Purchase Agreement

- (a) The Developer’s form of purchase agreement in connection with the sale of the Strata Lots is attached to this Disclosure Statement as Exhibit “H” (the “Purchase Agreement”).
- (b) The following provisions are included in the form of Purchase Agreement:
 - (i) The purchaser has the option to terminate the Purchase Agreement if notice specifying the completion date has not been provided by September 30, 2012. This date will be extended by reason of delays beyond the control of the Developer as set out in the Purchase Agreement, or at the option of the Developer, but in the latter event, and in addition to delays beyond the control of the Developer, for not more than an aggregate of two hundred seventy (270) days.
 - (ii) The Developer will have an option to terminate the Purchase Agreement in the event the construction of the Development has not commenced by May 31, 2008.
 - (iii) The Developer will have the option to terminate the Purchase Agreement in the event of the default of the purchaser in making all payments on account of the purchase price when due, or in the alternative, the Developer may elect to complete

the transaction, in which event the purchaser will pay to the Developer, in addition to the purchase price, interest on the unpaid portion of the purchase price and other unpaid amounts payable under the Purchase Agreement at the rate of 18% per annum from the date upon which such portion and amounts were due to the date upon which such portion and amounts are paid.

- (iv) The Purchase Agreement includes provision for assignment by the purchaser to a new purchaser, on certain conditions:
 - (a) if the assignment is to a related individual or individuals (as described in the Purchase Agreement), if notice of such assignment is given more than 48 hours after acceptance of the Purchase Agreement by the Developer, an administration fee of \$1,000 plus GST will be payable by the Purchaser;
 - (b) if the purchaser wishes to assign to a third party other than a related individual, the prior written consent of the Developer will be required, which may be arbitrarily withheld in the Developer's sole discretion, until the purchaser has received written notice from the Developer that every Strata Lot in the Development has been sold. Following receipt of such notice, the purchaser may assign to a third party without prior written consent. In either event, an assignment fee equal to 1.5% of the purchase price plus GST and an administrative fee of \$1,000 plus GST is payable by the purchaser to the Developer.

Any assignment, whether to a related party or to a third party, will require that the purchaser and the new assignee purchaser enter into an assignment agreement and consent agreement whereby the assignee purchaser agrees to assume all the obligations of the purchaser under the Purchase Agreement, all deposits paid under the Purchase Agreement are assigned to and deemed to belong to the assignee purchaser, and the assignee purchaser has confirmed receipt and the opportunity to read the Disclosure Statement and each amendment thereto.

- (v) The Purchase Agreement provides for interest on the deposit monies to accrue for the benefit of the purchaser unless:
 - (i) the deposit monies are released to the Developer prior to the completion of the transaction as provided for in the Purchase Agreement and where the Developer has complied with all of the requirements set out in Section 19 of the *Real Estate Development Marketing Act* in respect of a developer's use of deposits, in which event interest on the deposit monies will accrue for the benefit of the purchaser only until such time as the deposit is released to the Developer, after which time the purchaser shall not be entitled to the benefit of any further accrued interest; or
 - (ii) the purchaser has defaulted in payment when due of any amount payable under the Purchase Agreement and the Developer has exercised its option to terminate the Purchase Agreement, in which event all accrued interest will be paid to the Developer."



12. Exhibit "A" of the Disclosure Statement, comprised of the Draft Strata Plan for the Development, is hereby replaced in its entirety with the Draft Strata Plan attached hereto as Schedule "B".
13. The Disclosure Statement is hereby amended by adding the following sentence at the end of the third numbered paragraph on the second page of Exhibit "G":

"This Easement and Indemnity Agreement will be released and discharged from title to the Property prior to the sale of any Strata Lot in the Development and, as such, the Strata Corporation will not incur or assume any liability thereunder."
14. In all other respect, the Disclosure Statement remains unamended.

DECLARATION

The foregoing statements disclose, without misrepresentation, the amendments, as of October 18, 2007, to any material fact relating to the Development and contained in the Disclosure Statement dated September 12, 2007, as required by the *Real Estate Development Marketing Act* of British Columbia.

DEVELOPER:

**GEORGIA PROPERTIES PARTNERSHIP,
by its partners:**

0729909 B.C. LTD.

Per: 

Authorized Signatory

and

**GEORGIA TRUST (2005), by its Trustee,
HOTEL GEORGIA MANAGEMENT LTD.**

Per: 

Authorized Signatory

THE DIRECTOR OF 0729909 B.C. LTD.:



BRUCE ALLAN LANGEREIS

THE DIRECTORS OF HOTEL GEORGIA MANAGEMENT LTD.:



BRUCE ALLAN LANGEREIS



RITA SHEAU PING YII

**SCHEDULE A
THE PRIVATE RESIDENCES AT HOTEL GEORGIA**

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EXHIBITS TO DISCLOSURE STATEMENT

Exhibit “A”	Draft Strata Plan
Exhibit “B”	Table of Areas
Exhibit “C”	Proposed Unit Entitlement for the Strata Lots in Form V under the <i>Strata Property Act</i> of British Columbia
Exhibit “D”	Form Y, Bylaw Amendments
Exhibit “E”	Budget and Monthly Assessments
Exhibit “F”	Rental Disclosure Statement
Exhibit “G”	Existing Encumbrances and Legal Notations
Exhibit “H”	Offer to Purchase and Agreement of Purchase and Sale

SCHEDULE B
DRAFT STRATA PLAN



EXHIBIT "A"

Draft Strata Plan

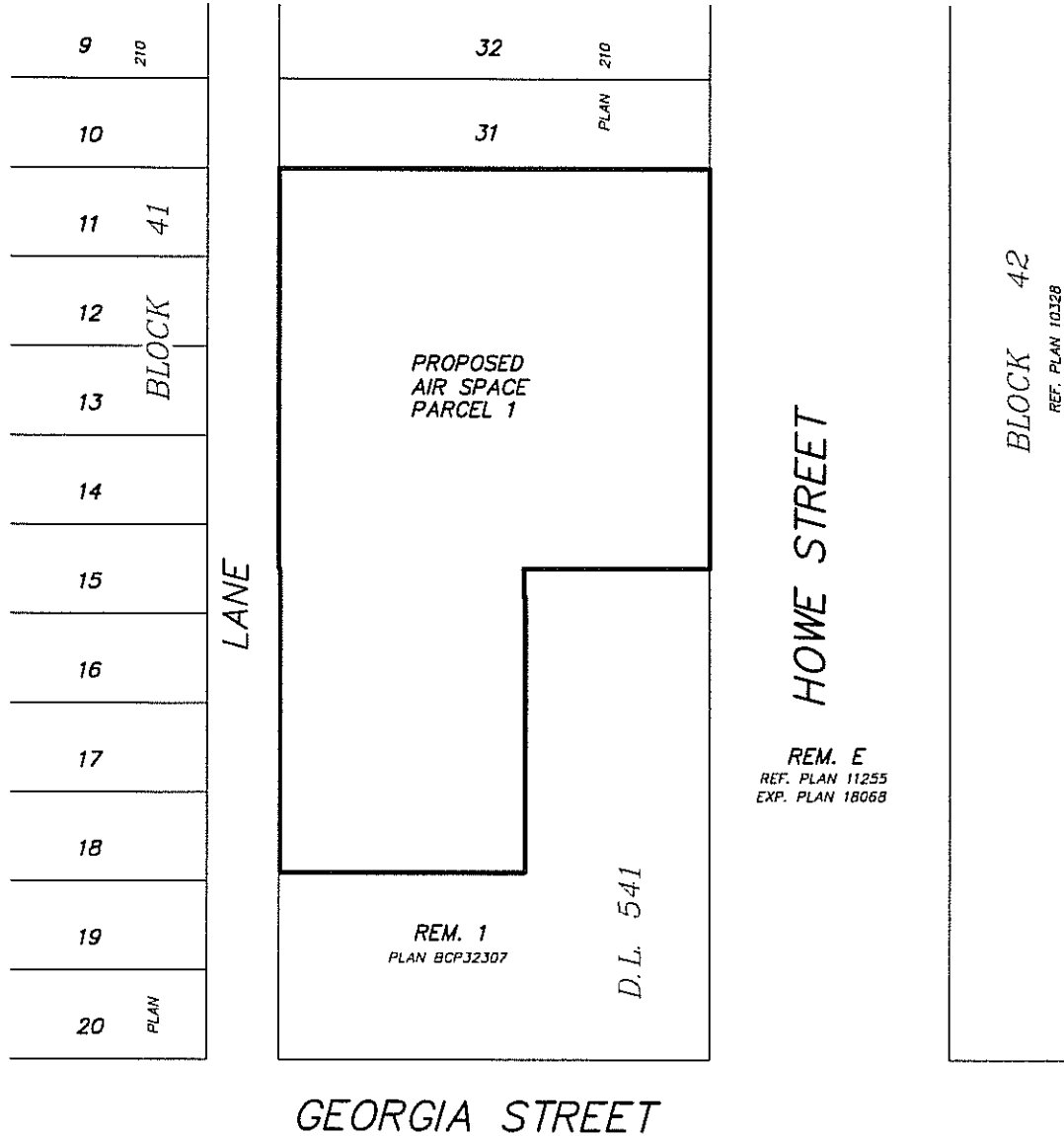
**PRELIMINARY STRATA PLAN OF
PROPOSED AIR SPACE PARCEL 1
BLOCK 41 DISTRICT LOT 541 GROUP 1
NEW WESTMINSTER DISTRICT
AIR SPACE PLAN BCP _____**



SCALE 1 : 400 DISTANCES ARE IN METRES



"HOTEL GEORGIA"



LEGEND

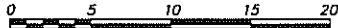
- S.L. DENOTES STRATA LOT
- m2 DENOTES SQUARE METRES
- L.C.P. DENOTES LIMITED COMMON PROPERTY
- (C) DENOTES COMMON PROPERTY
- (B-44) DENOTES BALCONY BEING LIMITED COMMON PROPERTY FOR EXCLUSIVE USE OF STRATA LOT 44 (TYPICAL)
- (D-2) DENOTES DECK BEING LIMITED COMMON PROPERTY FOR EXCLUSIVE USE OF STRATA LOT 2 (TYPICAL)
- (LCP-156) DENOTES LIMITED COMMON PROPERTY FOR EXCLUSIVE USE OF STRATA LOT 156
- (E) DENOTES ELECTRICAL - COMMON PROPERTY
- (V) DENOTES VESTIBULE - COMMON PROPERTY
- (M) DENOTES MECHANICAL - COMMON PROPERTY
- (G) DENOTES GARBAGE ROOM - COMMON PROPERTY
- (D) DENOTES DUCT - COMMON PROPERTY

NOTE: LEVEL 13 HAS BEEN OMITTED FROM CONSECUTIVE FLOOR NUMBERING

REM. E
REF. PLAN 11255
EXP. PLAN 18068

OCTOBER 17, 2007
BUTLER SANDVICK & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
#4 - 19089 94th AVENUE
SURREY, B.C. V4N 3S4
TEL: 513-9611 FAX: 513-2202
FILE : 3448
DWG : 3448-SP1

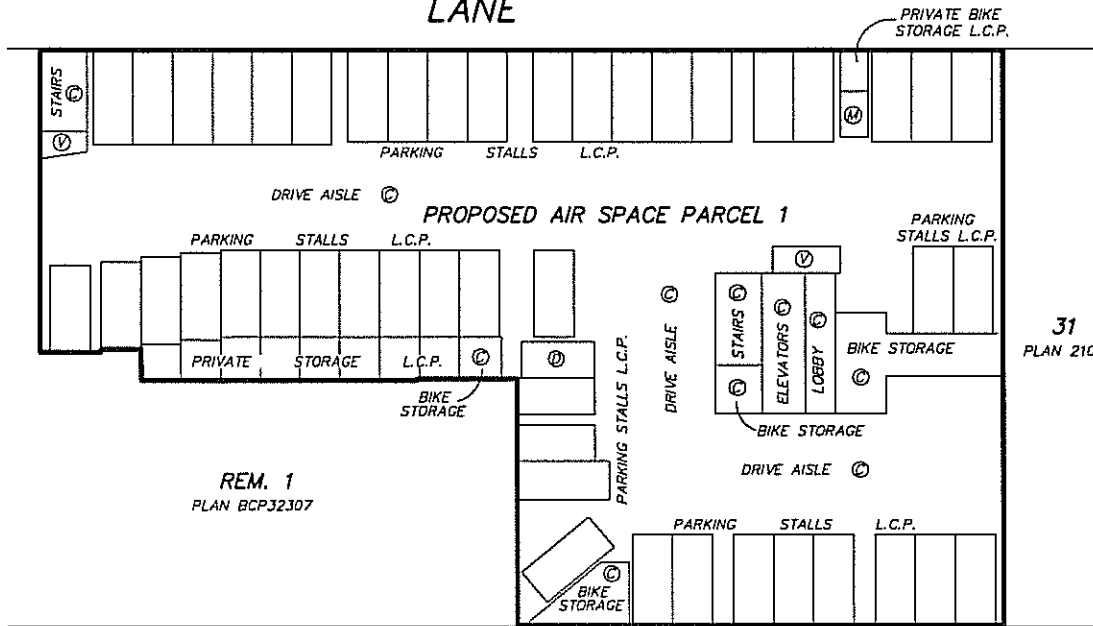
FLOOR PLANS



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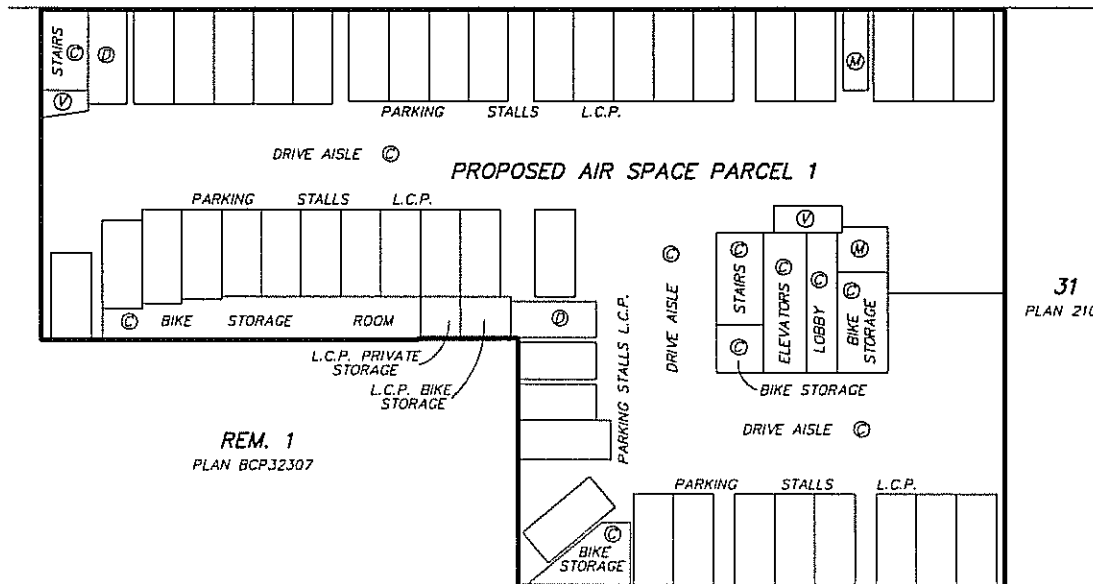
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HOWE STREET

LEVEL P8

LANE



HOWE STREET

LEVEL P7

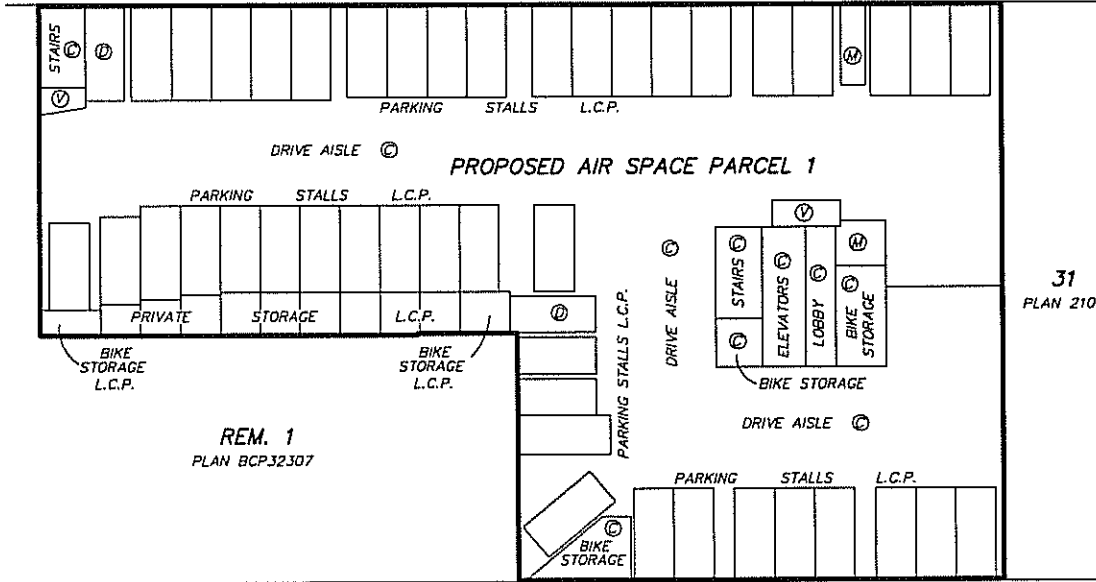
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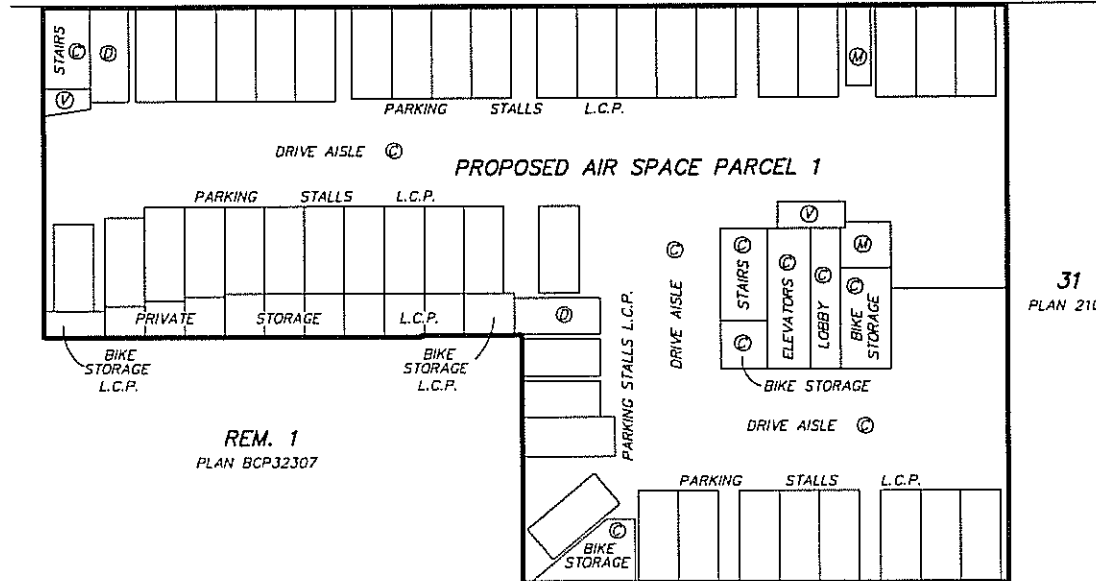
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LEVEL P6

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LEVEL P5

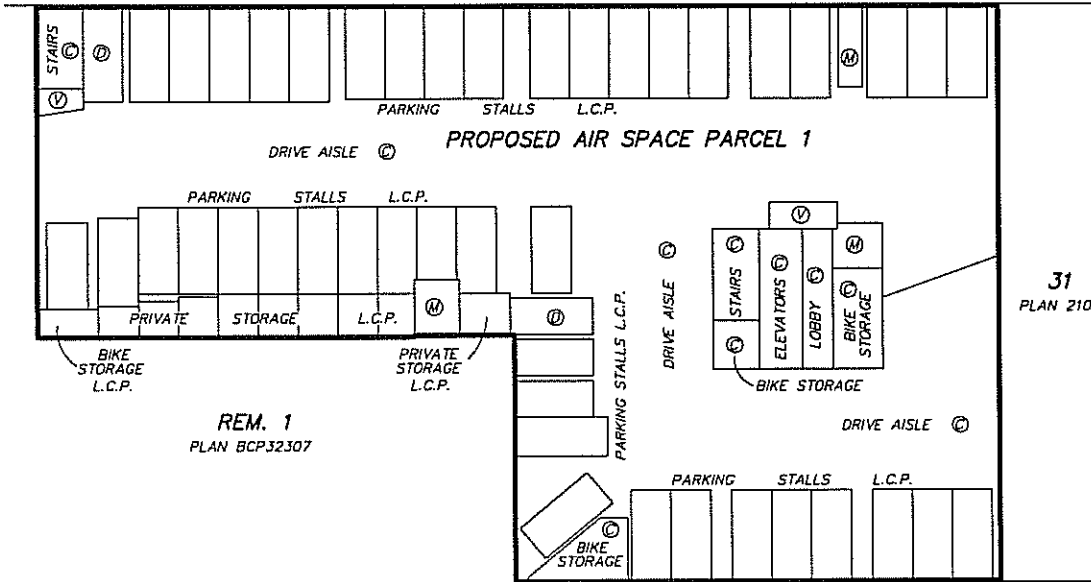
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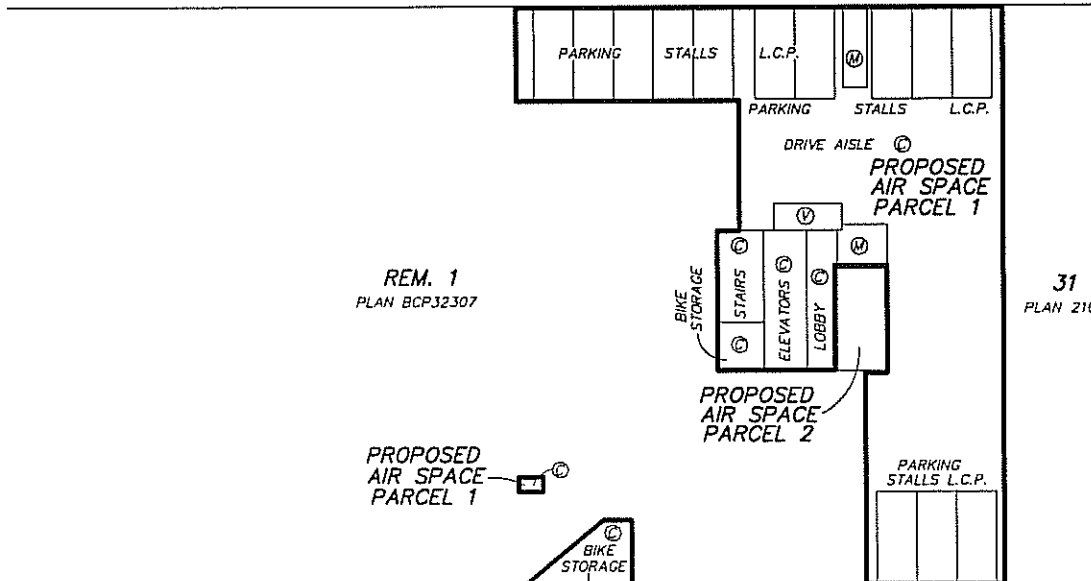
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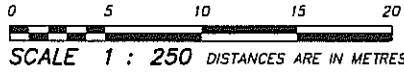
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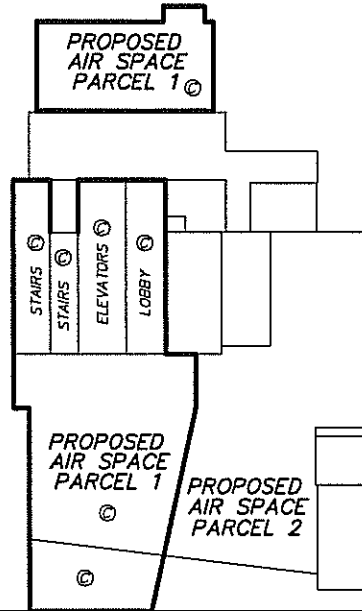
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FLOOR PLANS



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REM. 1
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31
PLAN 210

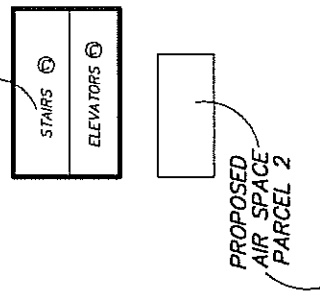
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LEVEL 1

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REM. 1
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PROPOSED AIR SPACE PARCEL 1

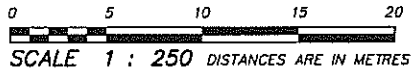


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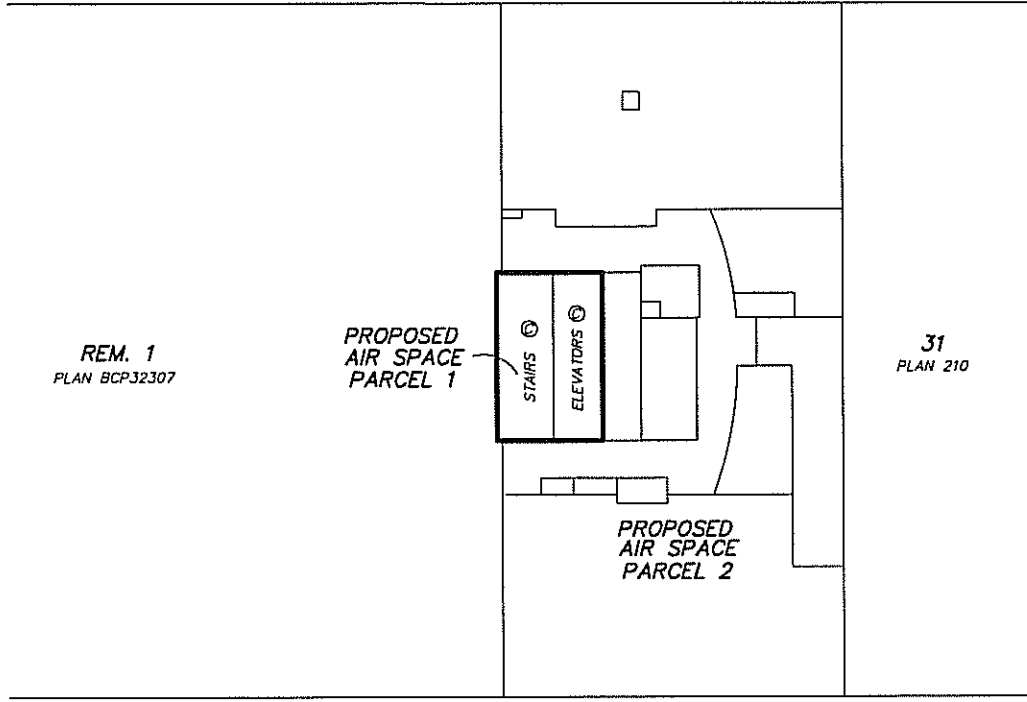
HOWE STREET

MEZZANINE LEVEL

FLOOR PLANS



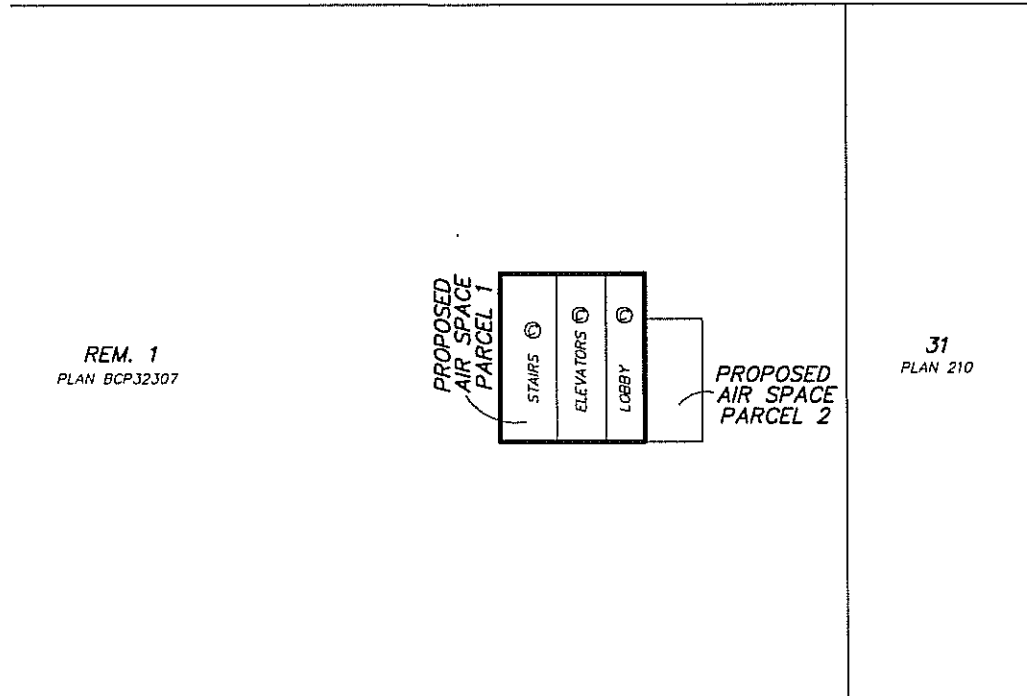
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HOWE STREET

LEVEL 2

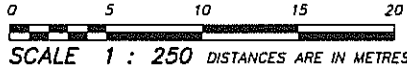
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LEVEL 3

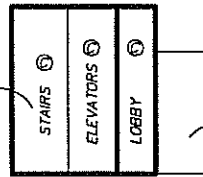
FLOOR PLANS



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REM. 1
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PROPOSED
AIR SPACE
PARCEL 1



PROPOSED
AIR SPACE
PARCEL 2

31
PLAN 210

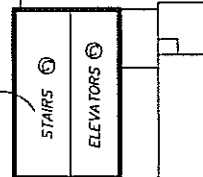
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LEVEL 4

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REM. 1
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PROPOSED
AIR SPACE
PARCEL 1



PROPOSED
AIR SPACE
PARCEL 2

31
PLAN 210

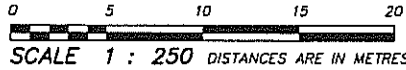
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LEVEL 5

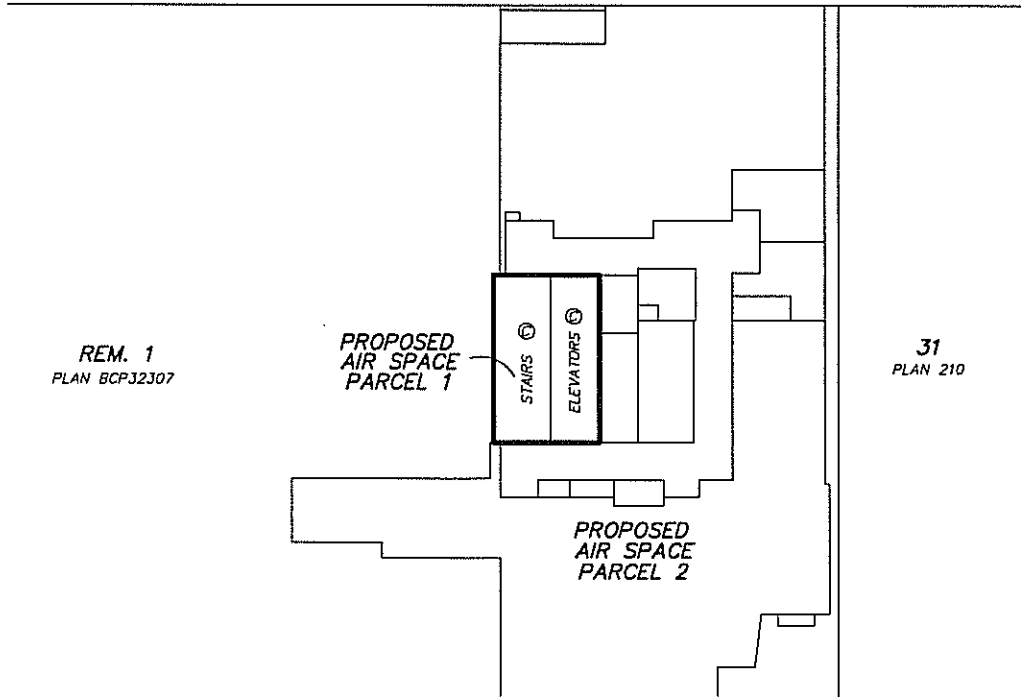
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FLOOR PLANS



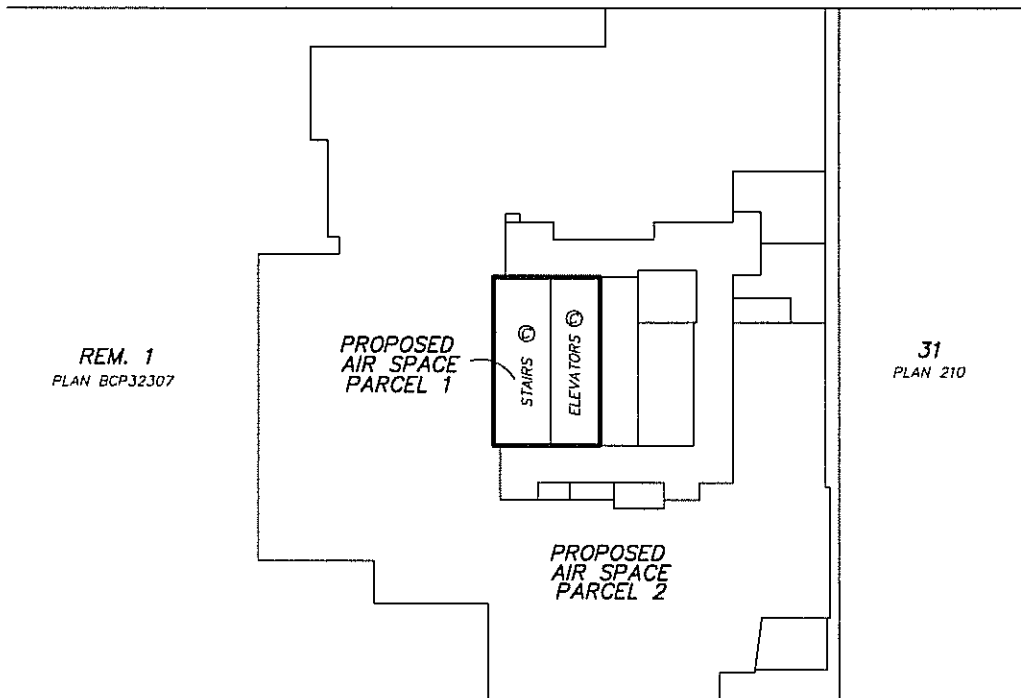
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LEVEL 6

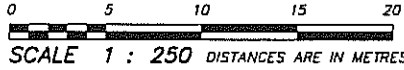
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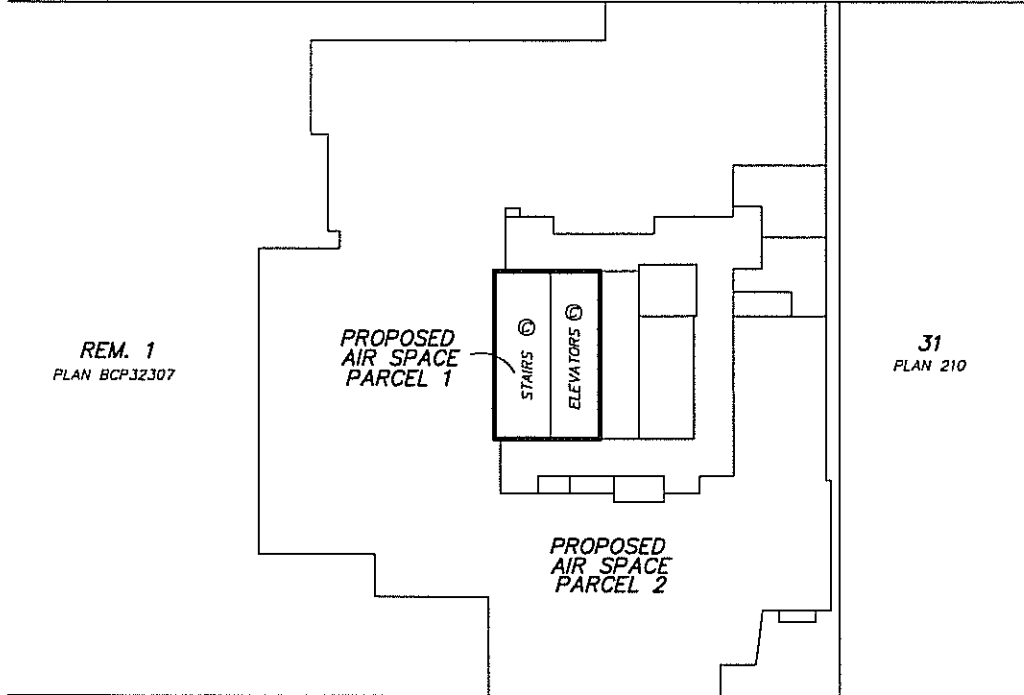
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LEVEL 7

FLOOR PLANS



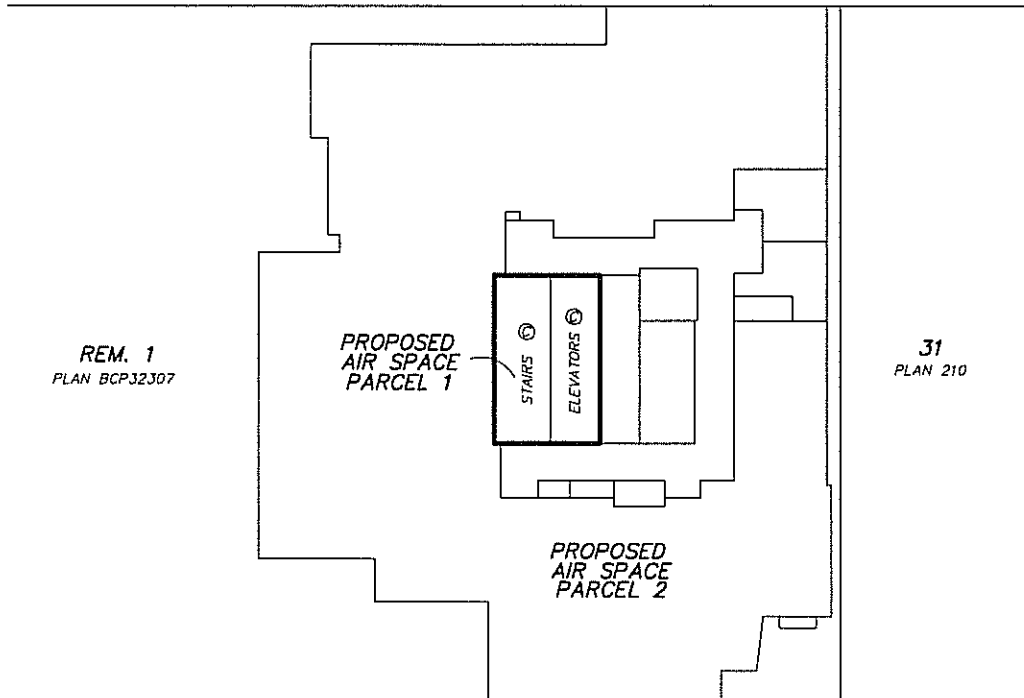
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HOWE STREET

LEVEL 8

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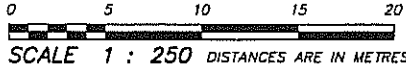


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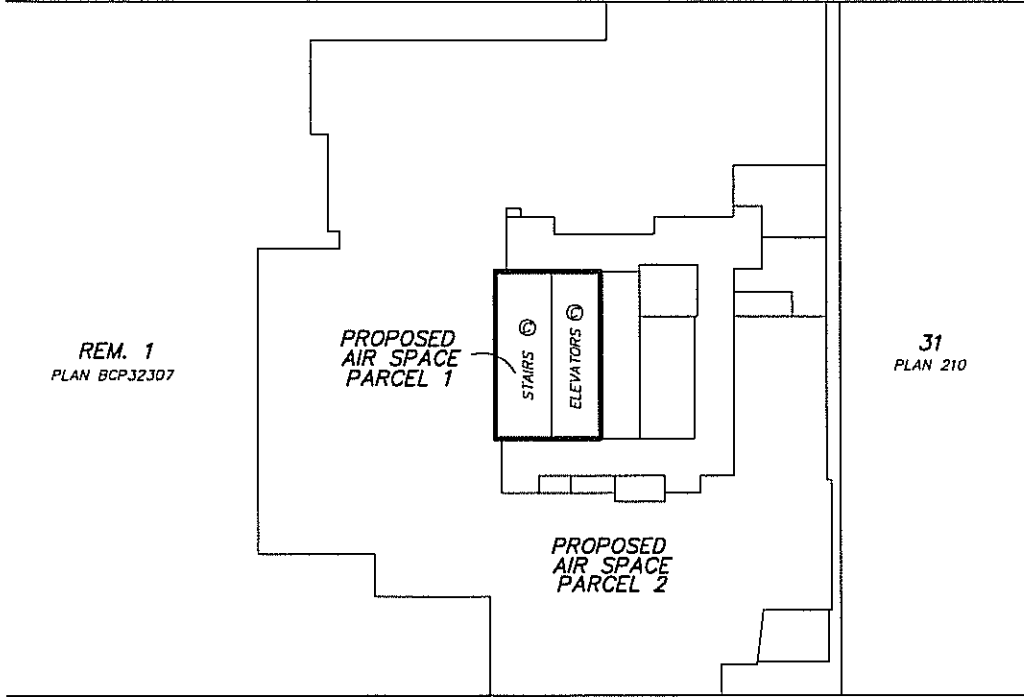
LEVEL 9

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FLOOR PLANS



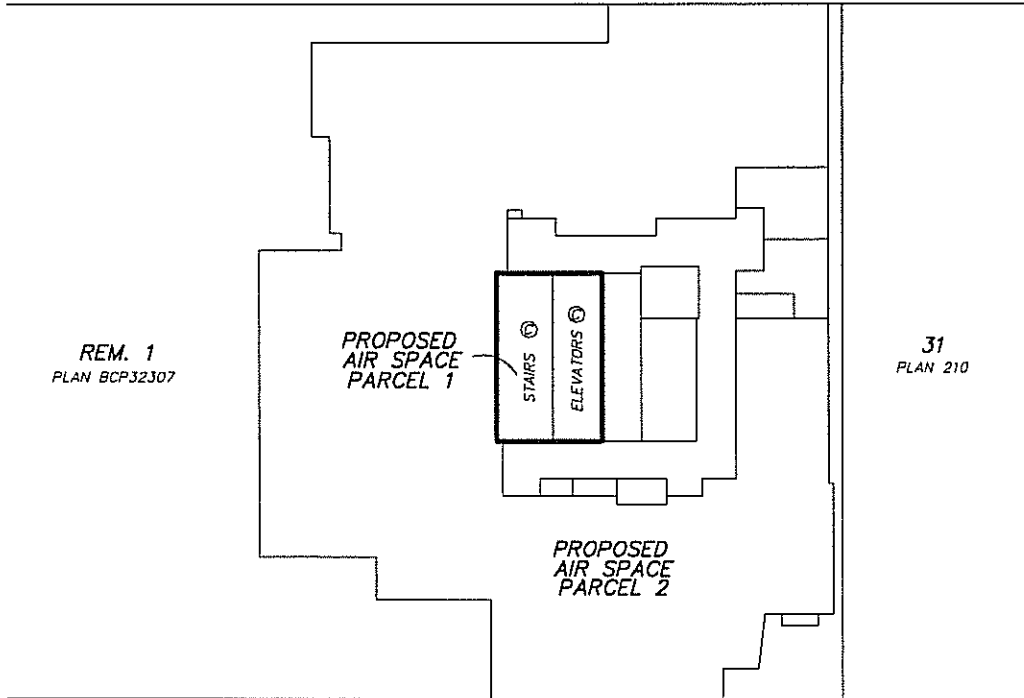
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LEVEL 10

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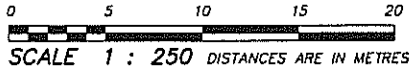


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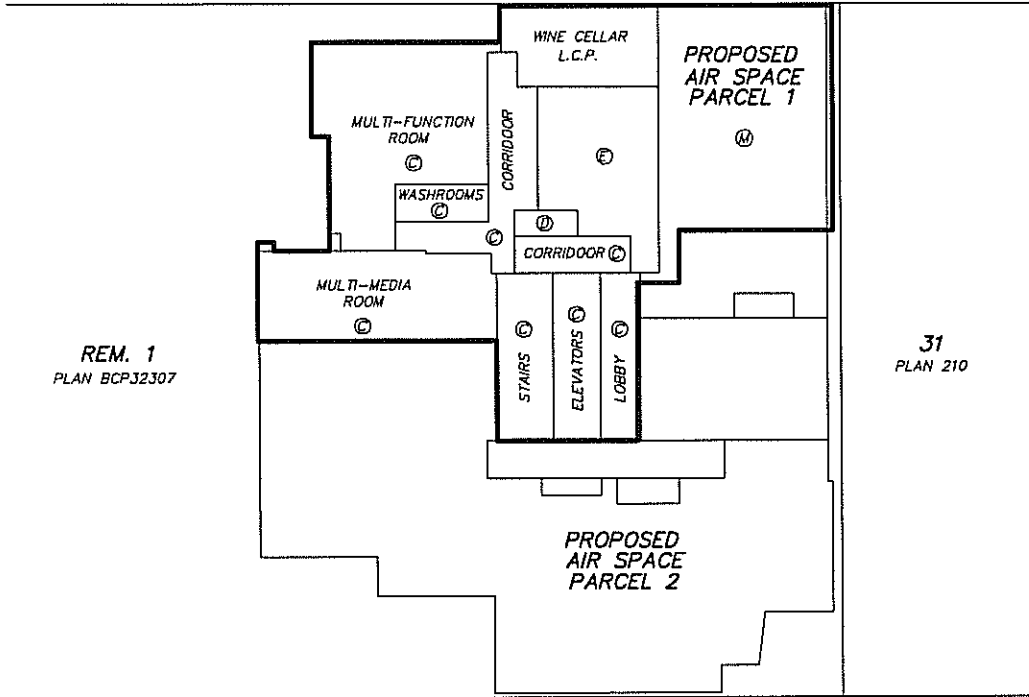
LEVEL 11

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FLOOR PLANS



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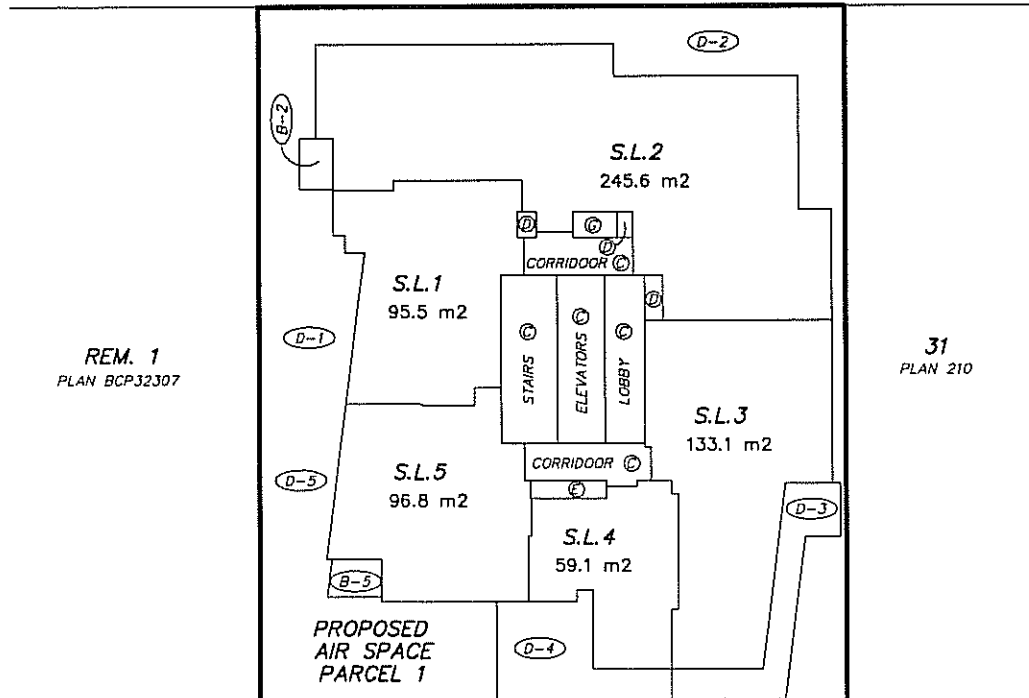
REM. 1
PLAN BCPJ2307

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PLAN 210

HOWE STREET

LEVEL 12

LANE



REM. 1
PLAN BCPJ2307

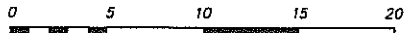
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PLAN 210

HOWE STREET

LEVEL 14

NOTE: LEVEL 13 HAS BEEN OMITTED FROM CONSECUTIVE FLOOR NUMBERING

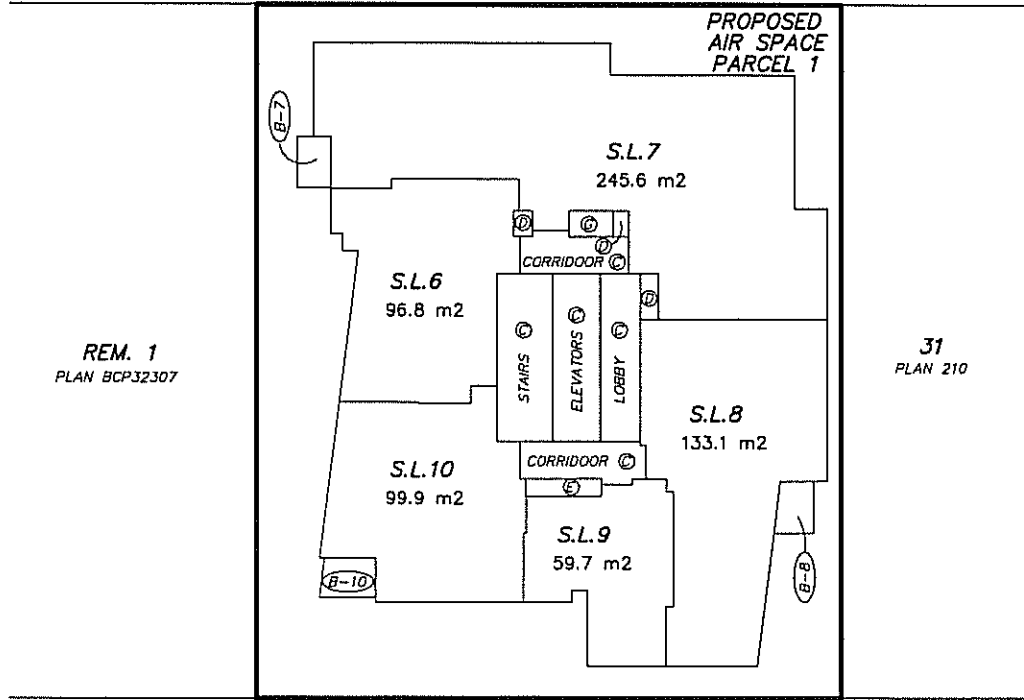
FLOOR PLANS



SCALE 1 : 250 DISTANCES ARE IN METRES



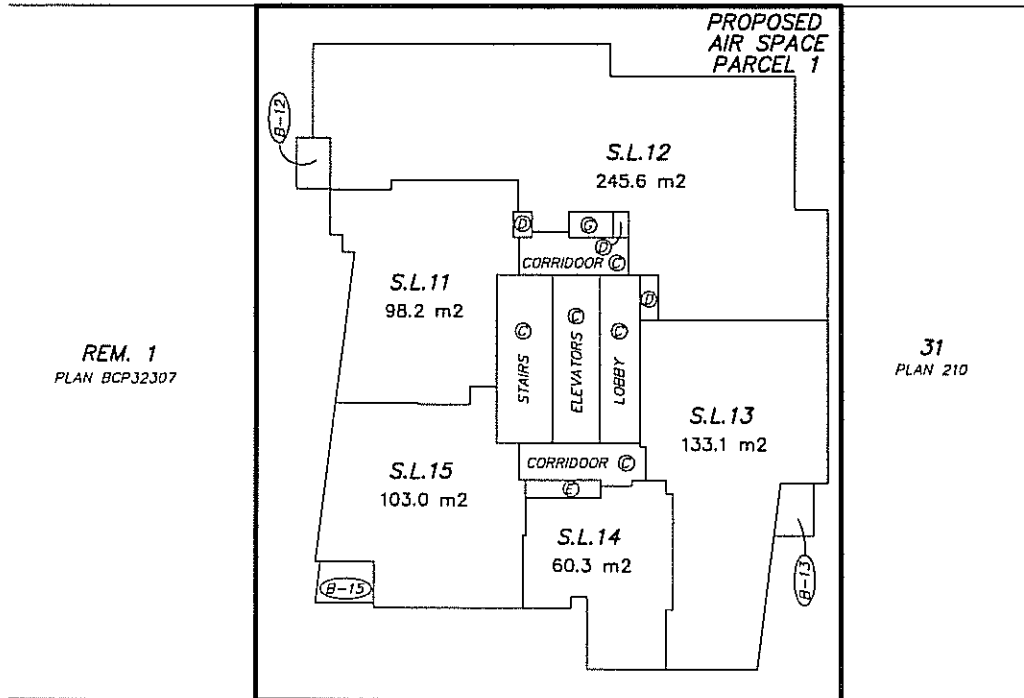
LANE



HOWE STREET

LEVEL 15

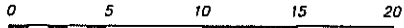
LANE



HOWE STREET

LEVEL 16

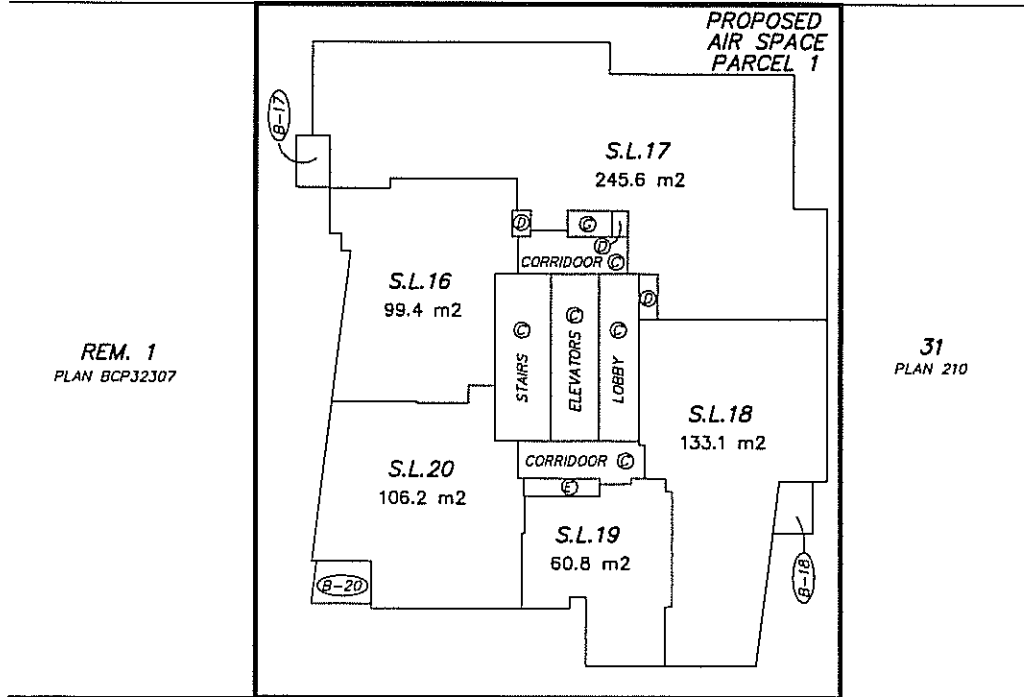
FLOOR PLANS



SCALE 1 : 250 DISTANCES ARE IN METRES



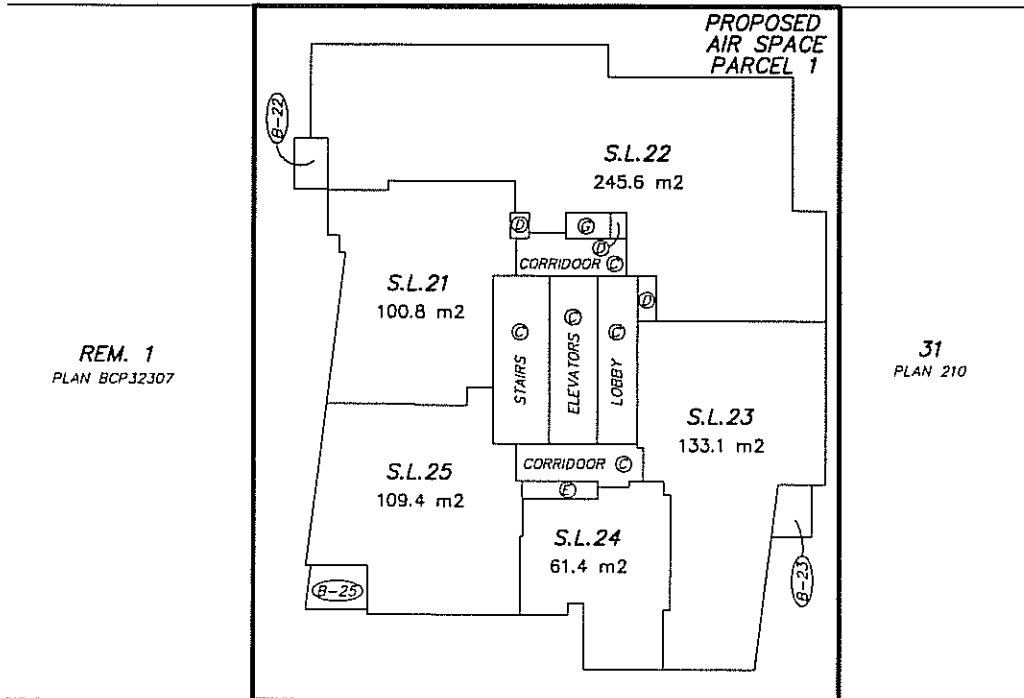
LANE



HOWE STREET

LEVEL 17

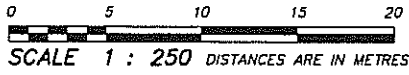
LANE



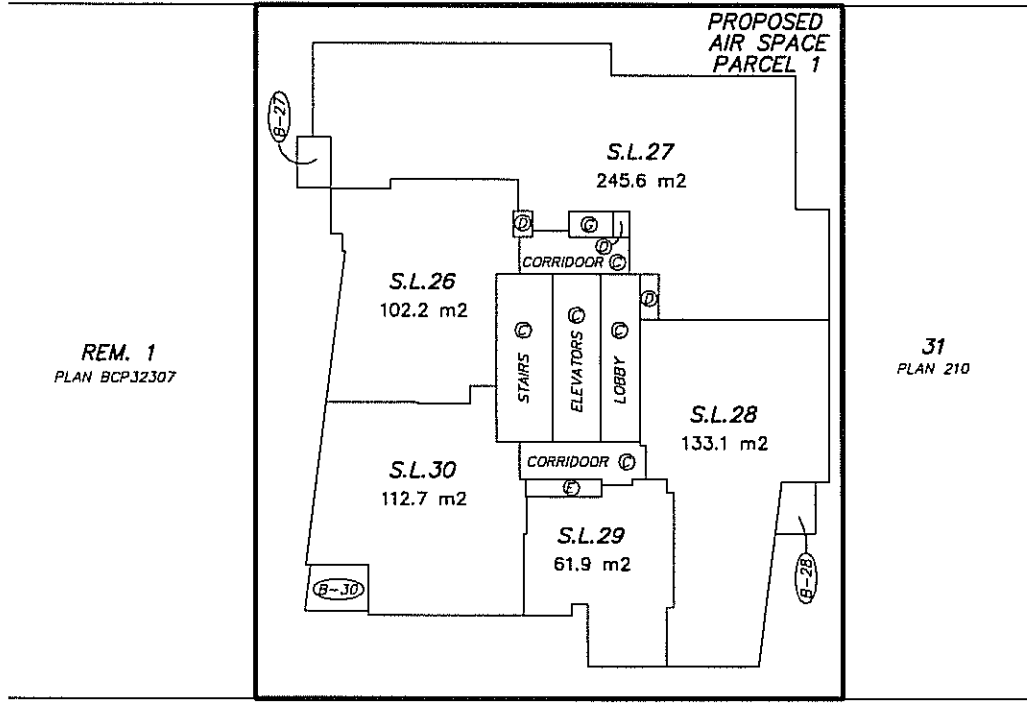
HOWE STREET

LEVEL 18

FLOOR PLANS



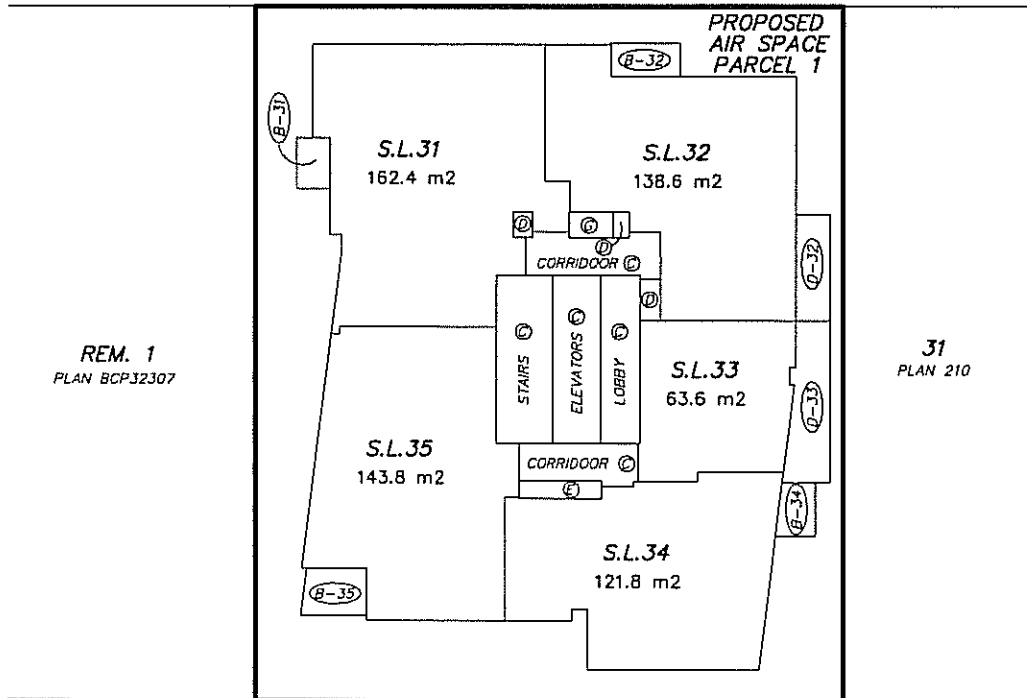
LANE



HOWE STREET

LEVEL 19

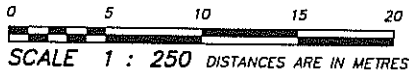
LANE



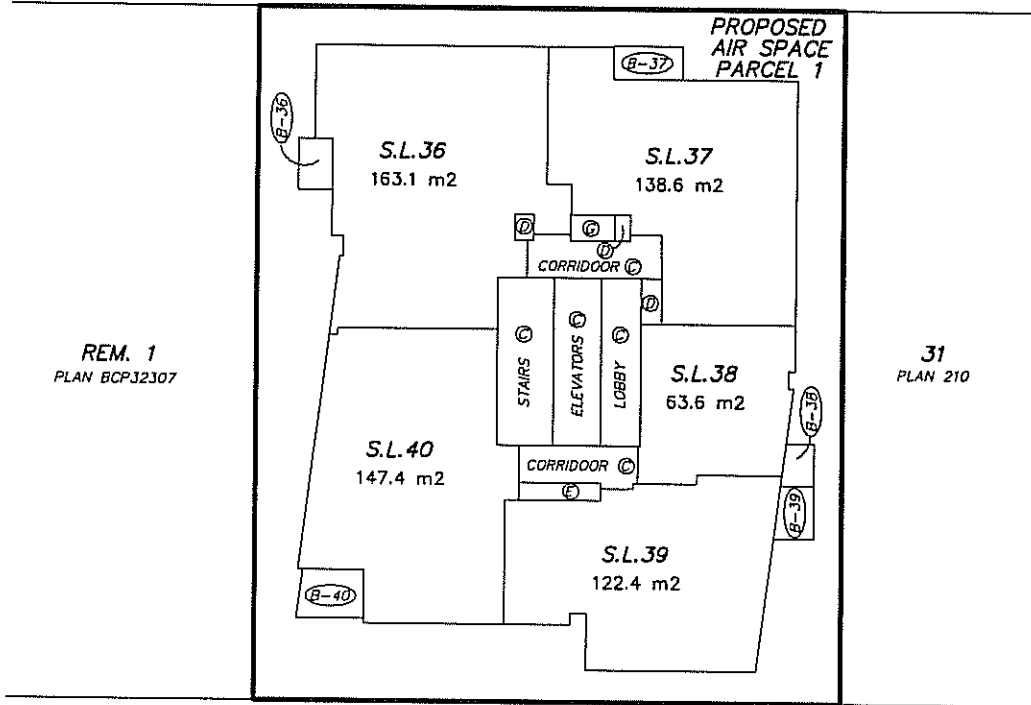
HOWE STREET

LEVEL 20

FLOOR PLANS



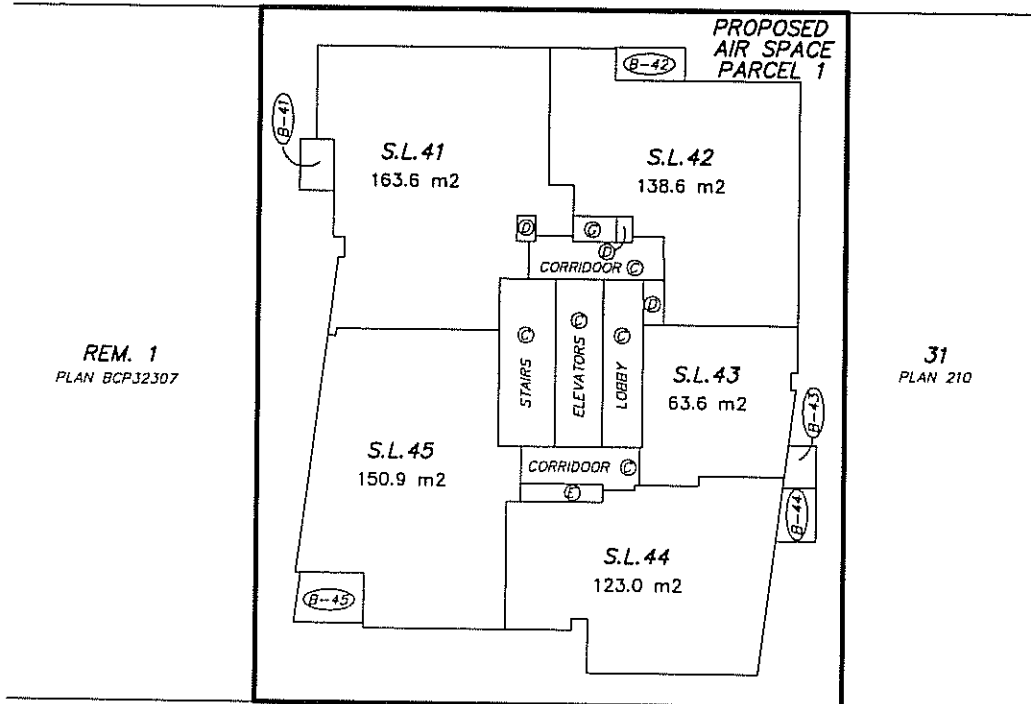
LANE



HOWE STREET

LEVEL 21

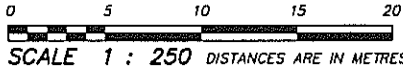
LANE



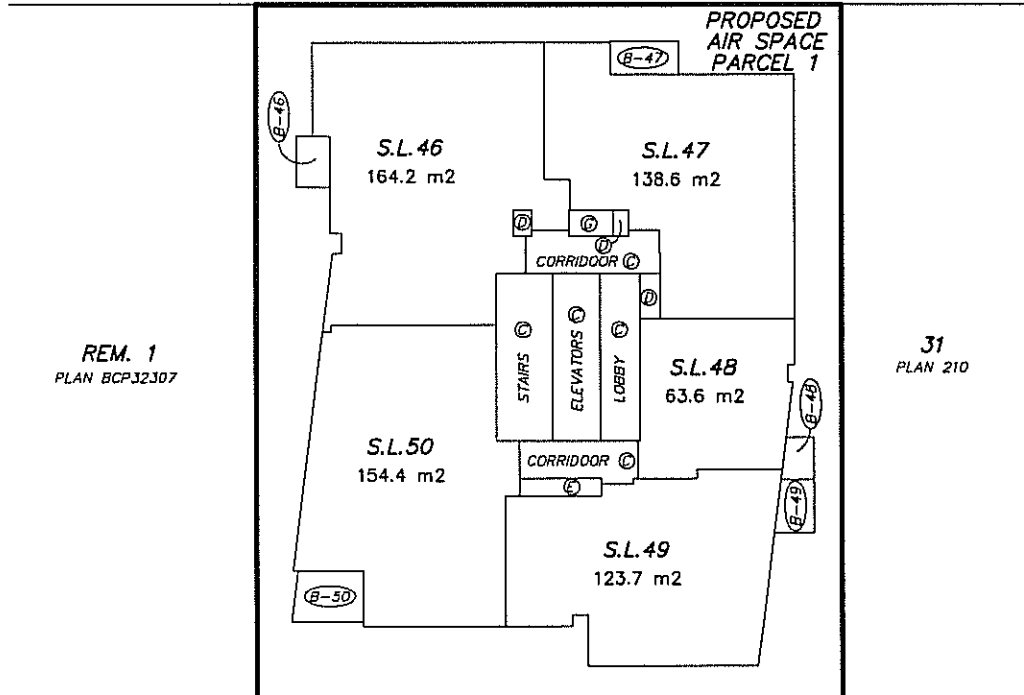
HOWE STREET

LEVEL 22

FLOOR PLANS



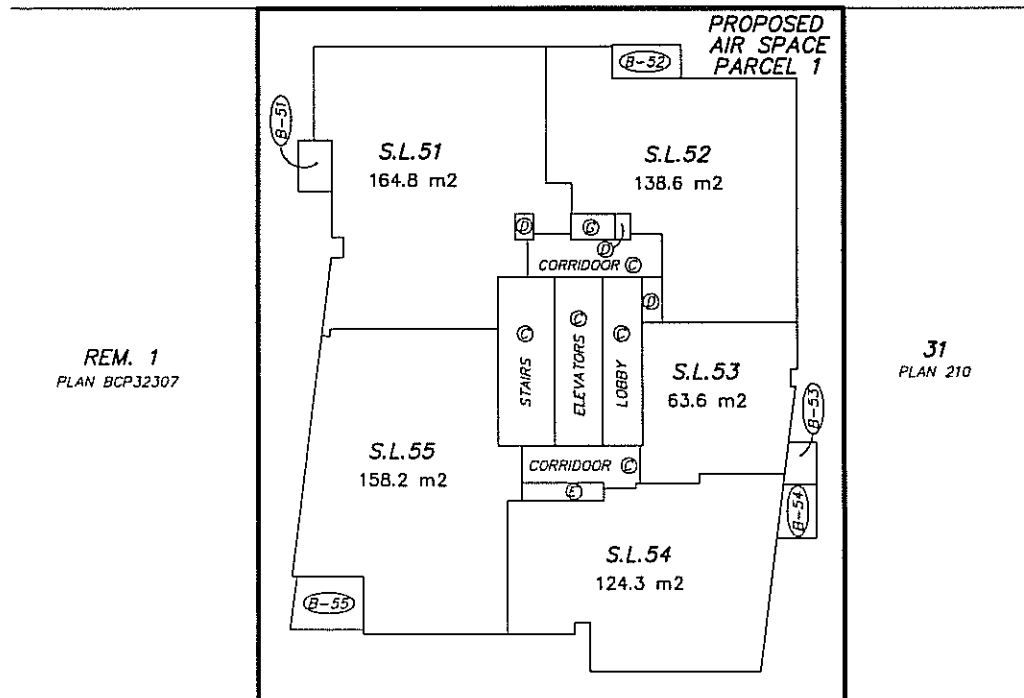
LANE



HOWE STREET

LEVEL 23

LANE



HOWE STREET

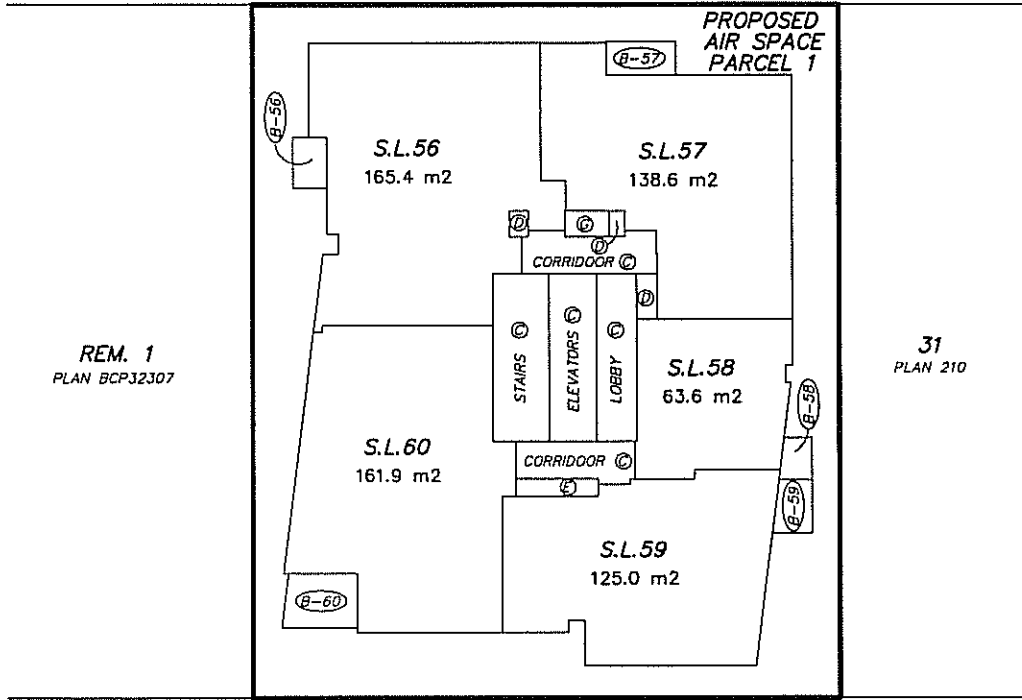
LEVEL 24

FLOOR PLANS

0 5 10 15 20
SCALE 1 : 250 DISTANCES ARE IN METRES



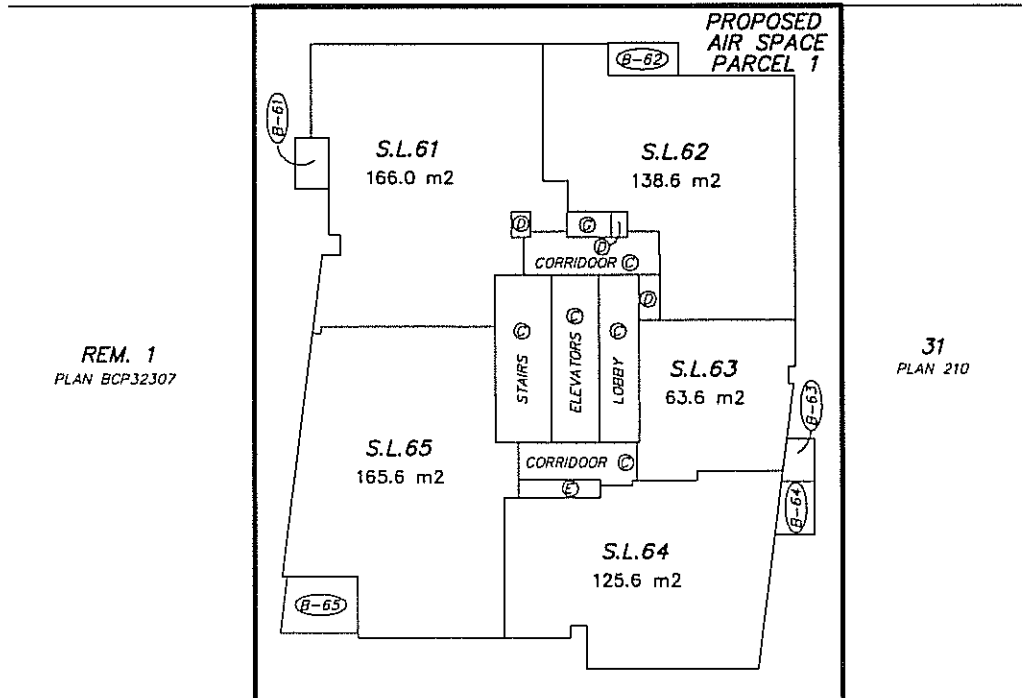
LANE



HOWE STREET

LEVEL 25

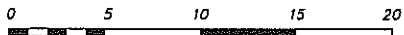
LANE



HOWE STREET

LEVEL 26

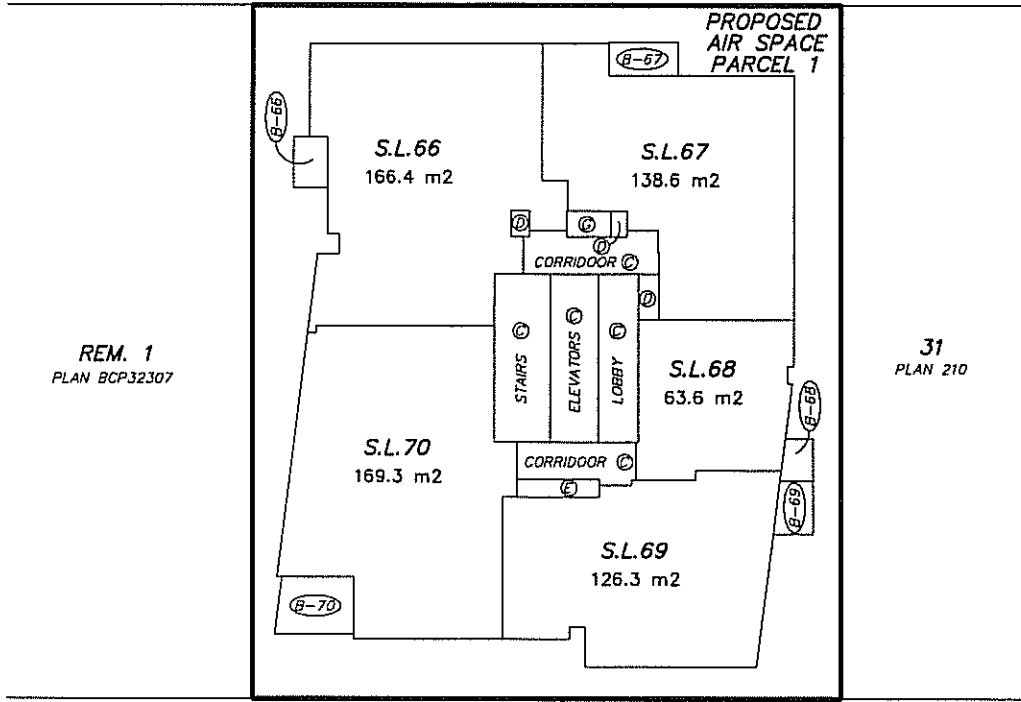
FLOOR PLANS



SCALE 1 : 250 DISTANCES ARE IN METRES



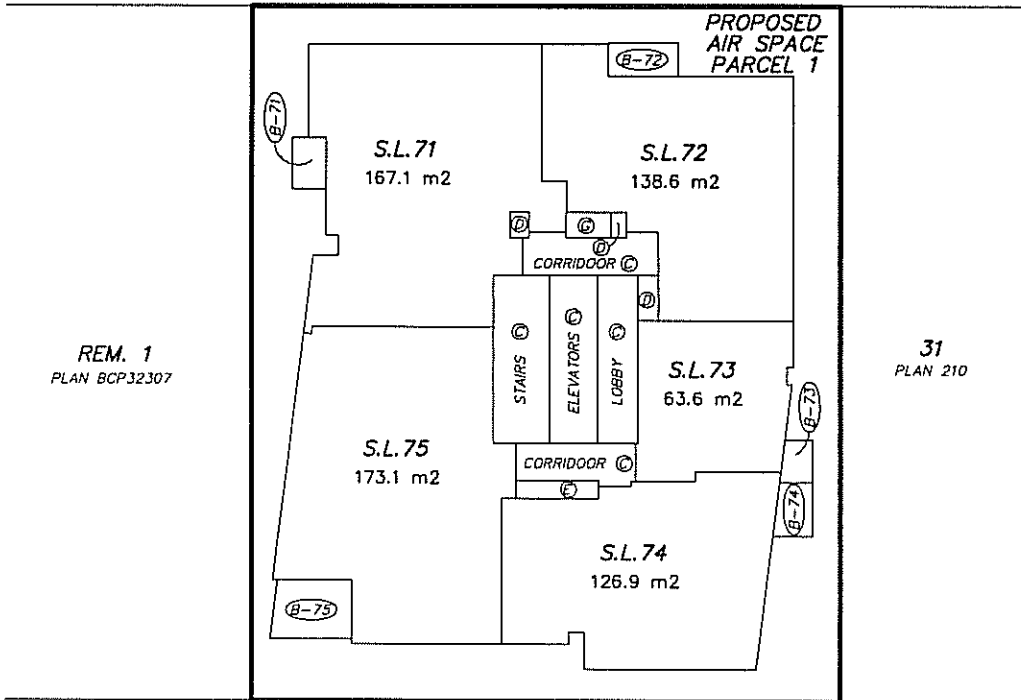
LANE



HOWE STREET

LEVEL 27

LANE

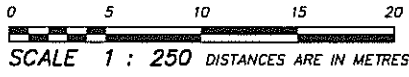


HOWE STREET

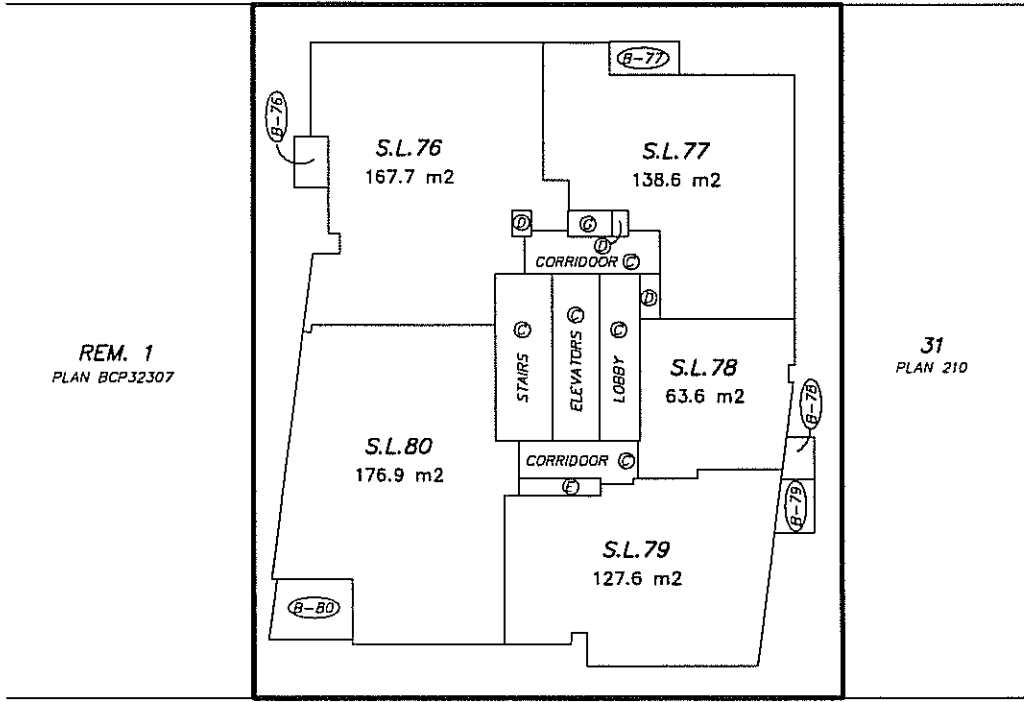
LEVEL 28

OCTOBER 17, 2007
DWG: J448-SP1

FLOOR PLANS



LANE

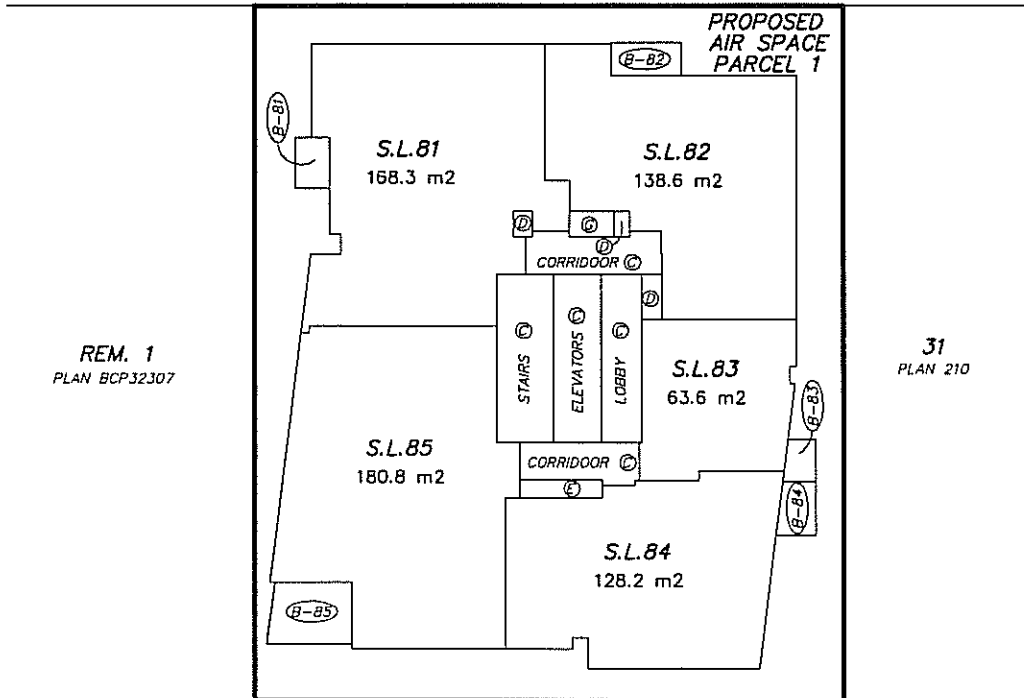


31
PLAN 210

HOWE STREET

LEVEL 29

LANE

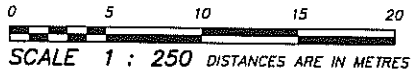


31
PLAN 210

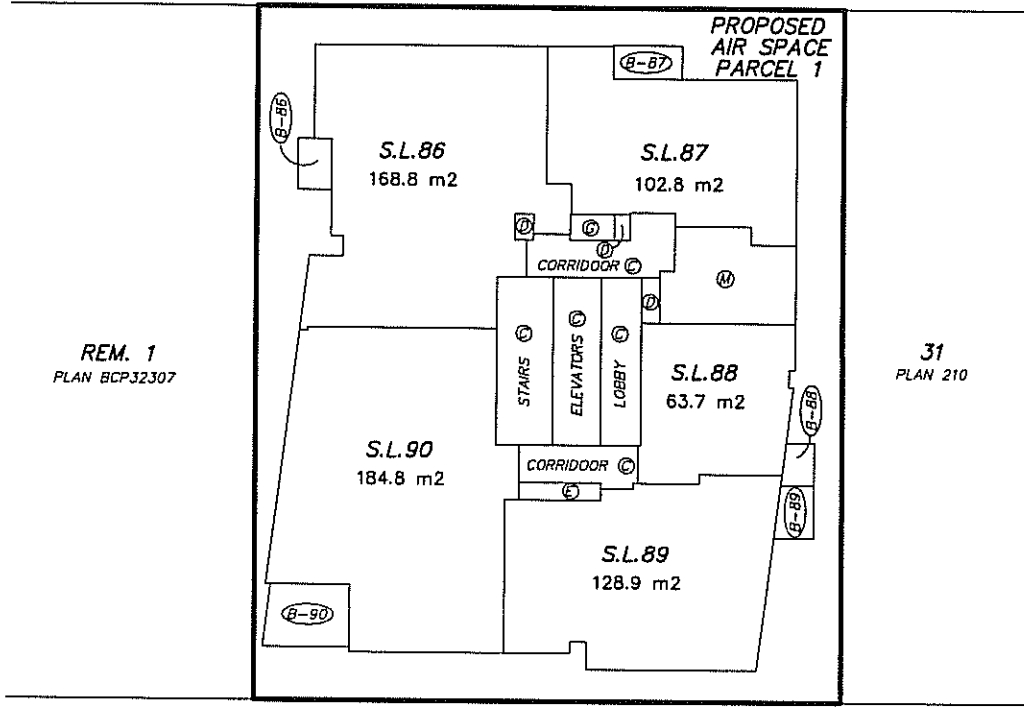
HOWE STREET

LEVEL 30

FLOOR PLANS



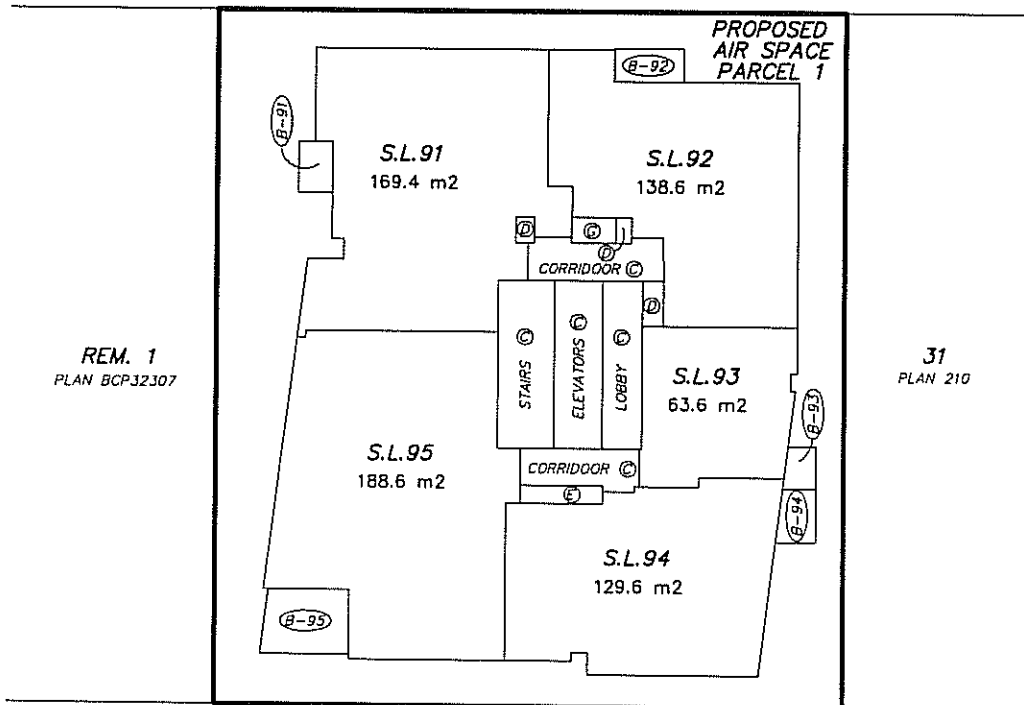
LANE



HOWE STREET

LEVEL 31

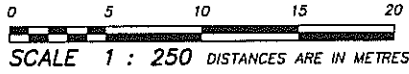
LANE



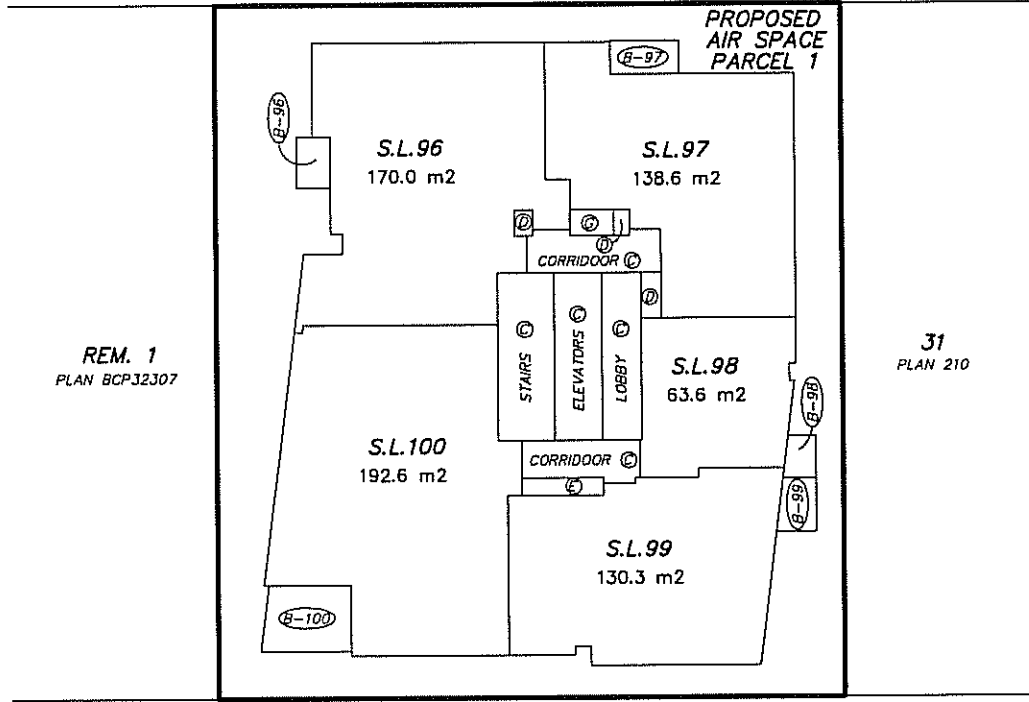
HOWE STREET

LEVEL 32

FLOOR PLANS



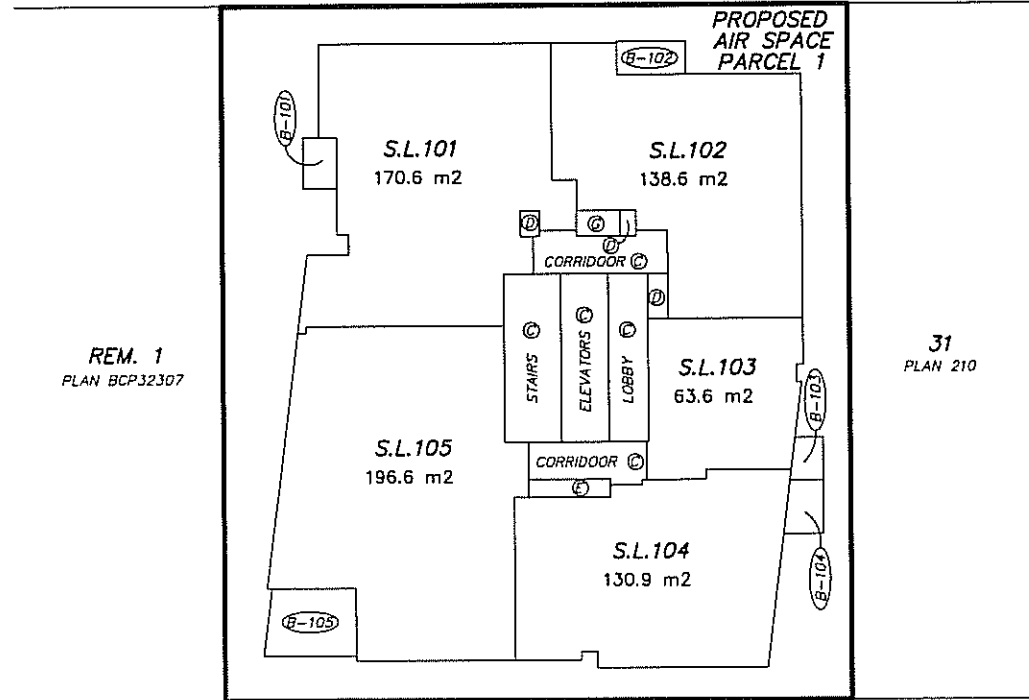
LANE



HOWE STREET

LEVEL 33

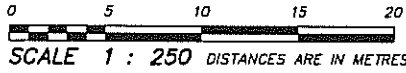
LANE



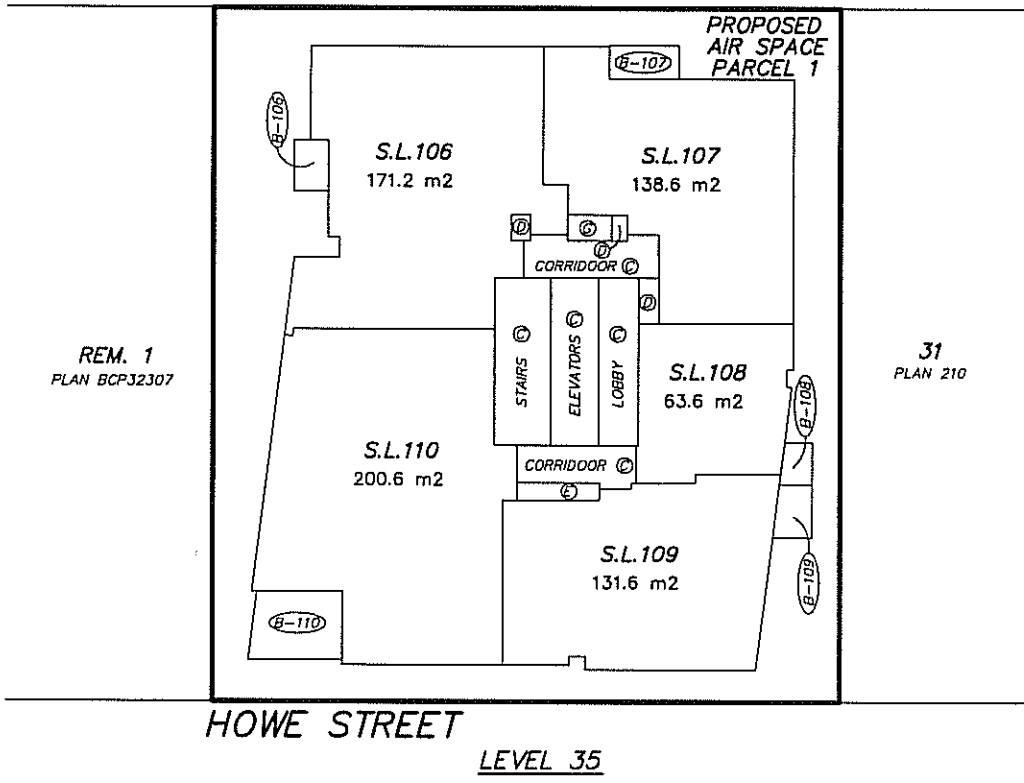
HOWE STREET

LEVEL 34

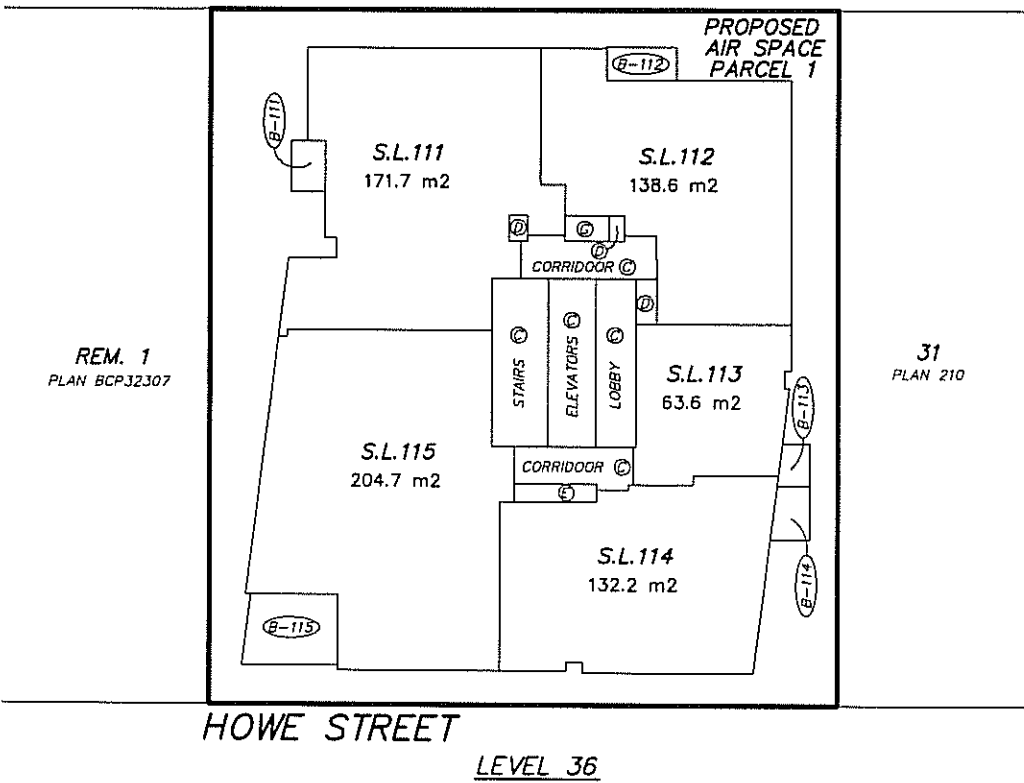
FLOOR PLANS



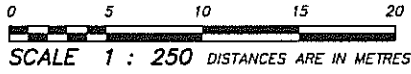
LANE



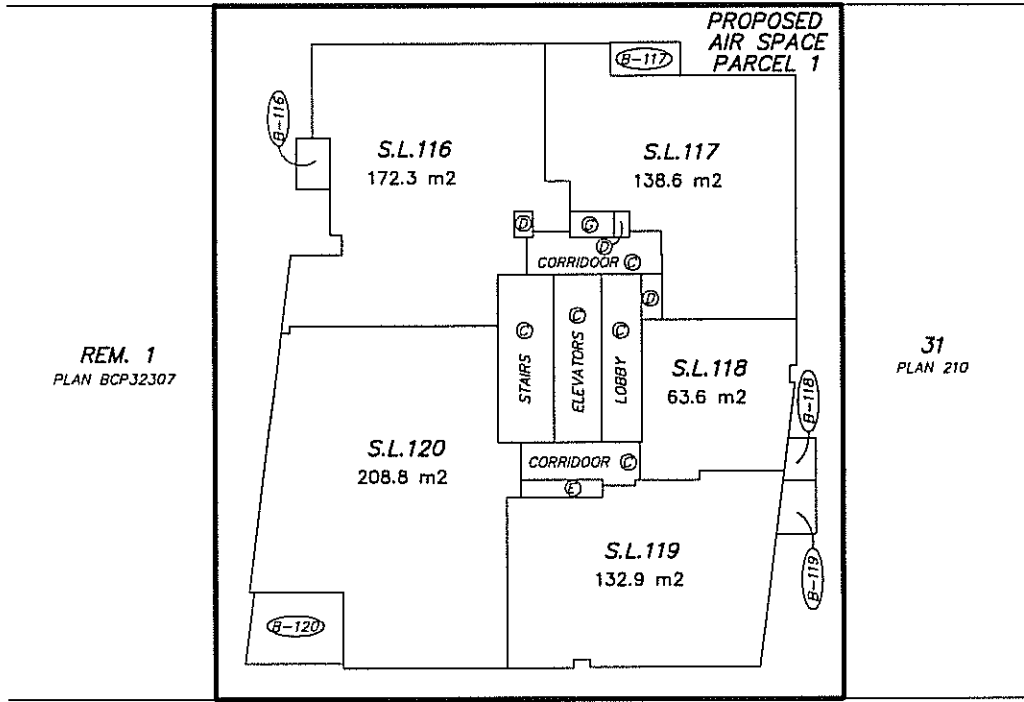
LANE



FLOOR PLANS



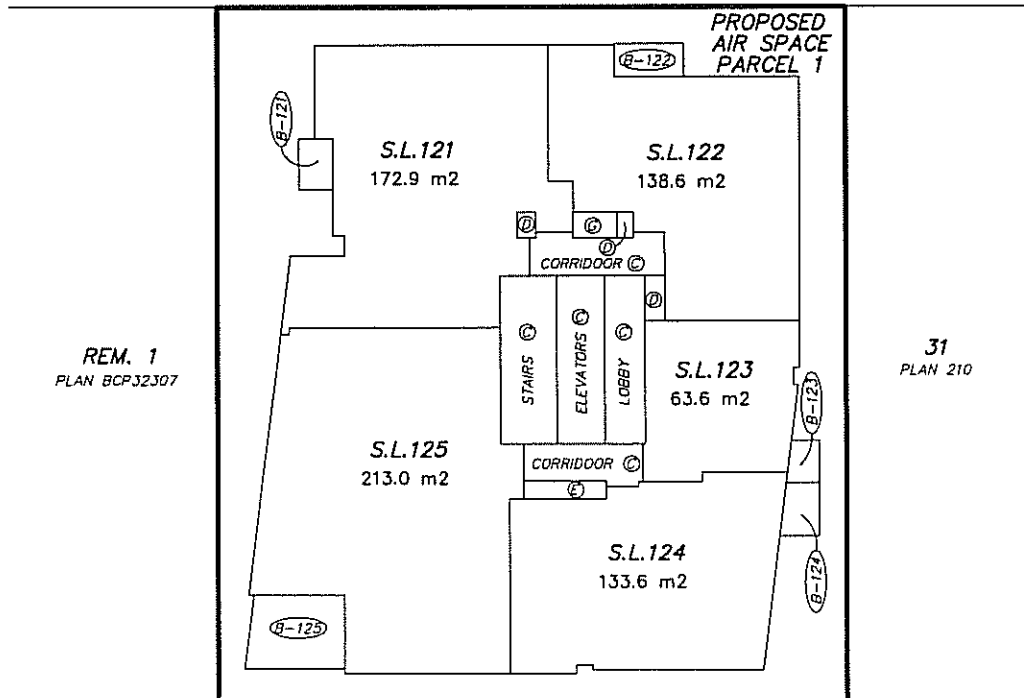
LANE



HOWE STREET

LEVEL 37

LANE



HOWE STREET

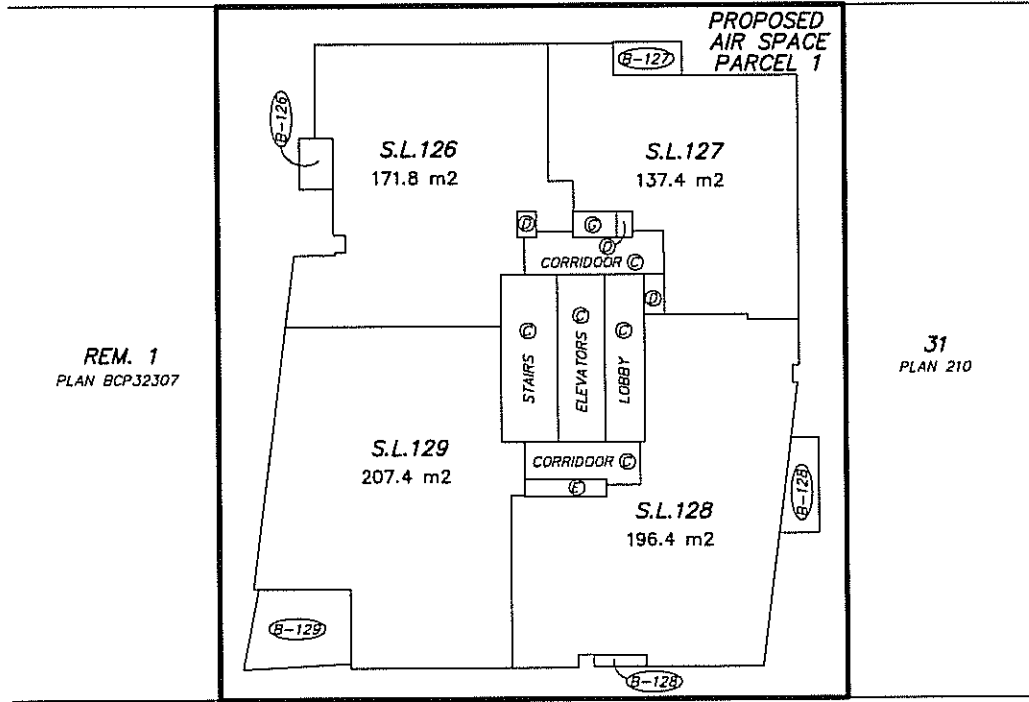
LEVEL 38

FLOOR PLANS

0 5 10 15 20
SCALE 1 : 250 DISTANCES ARE IN METRES



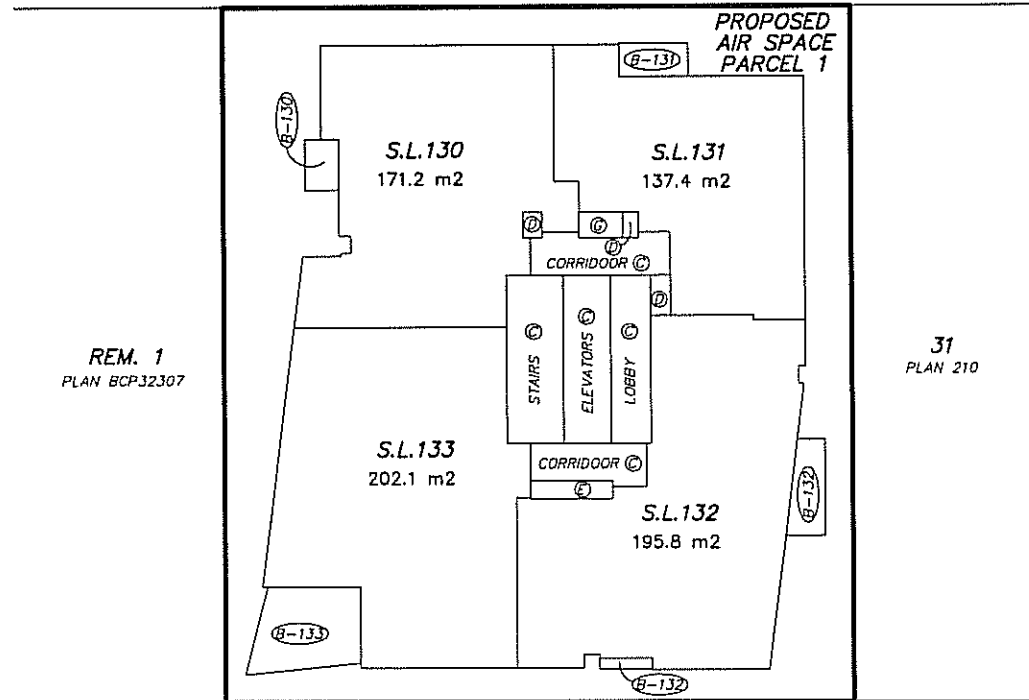
LANE



HOWE STREET

LEVEL 39

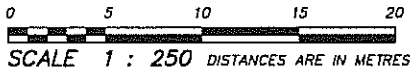
LANE



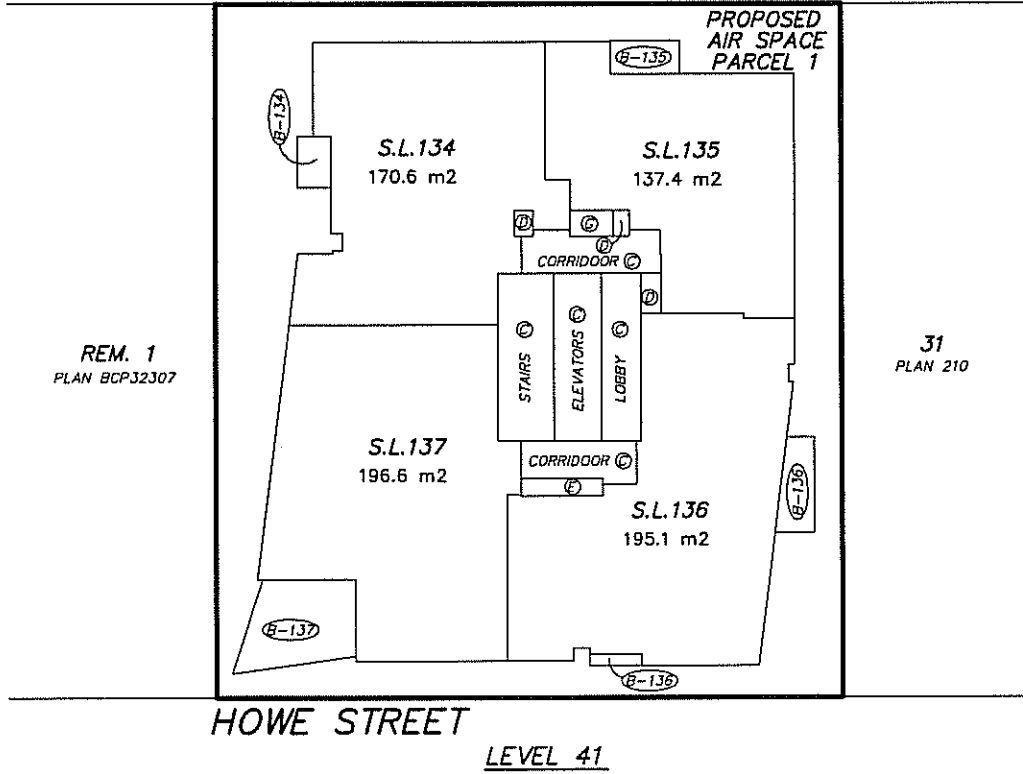
HOWE STREET

LEVEL 40

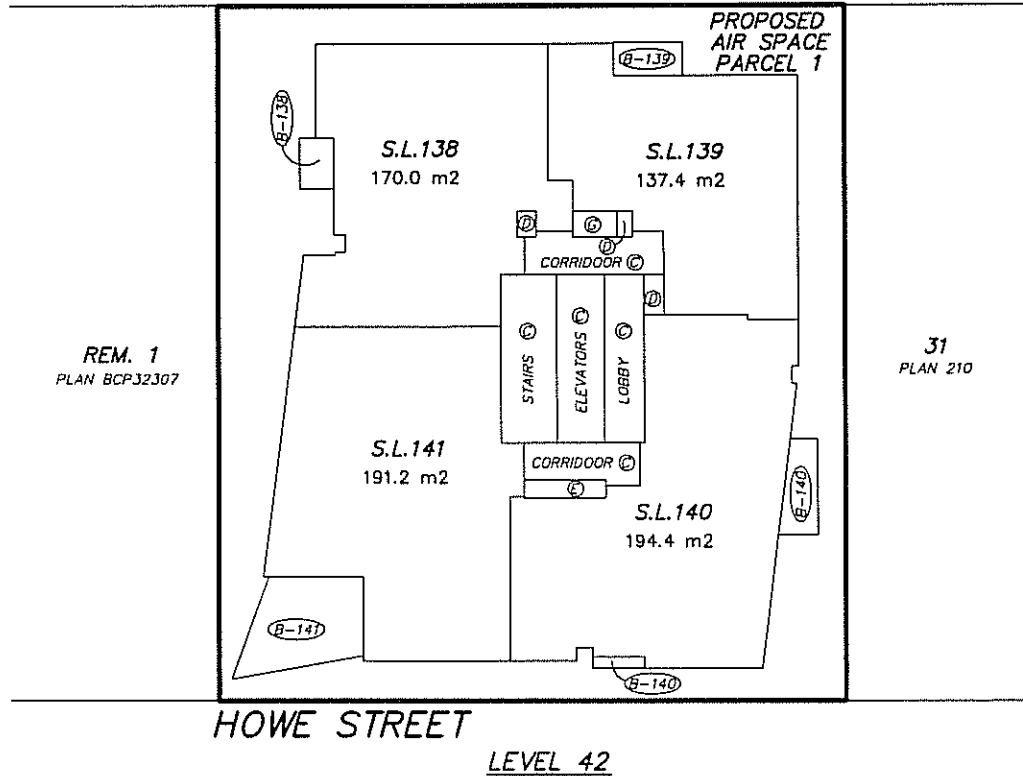
FLOOR PLANS



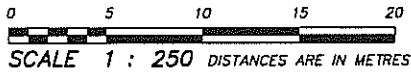
LANE



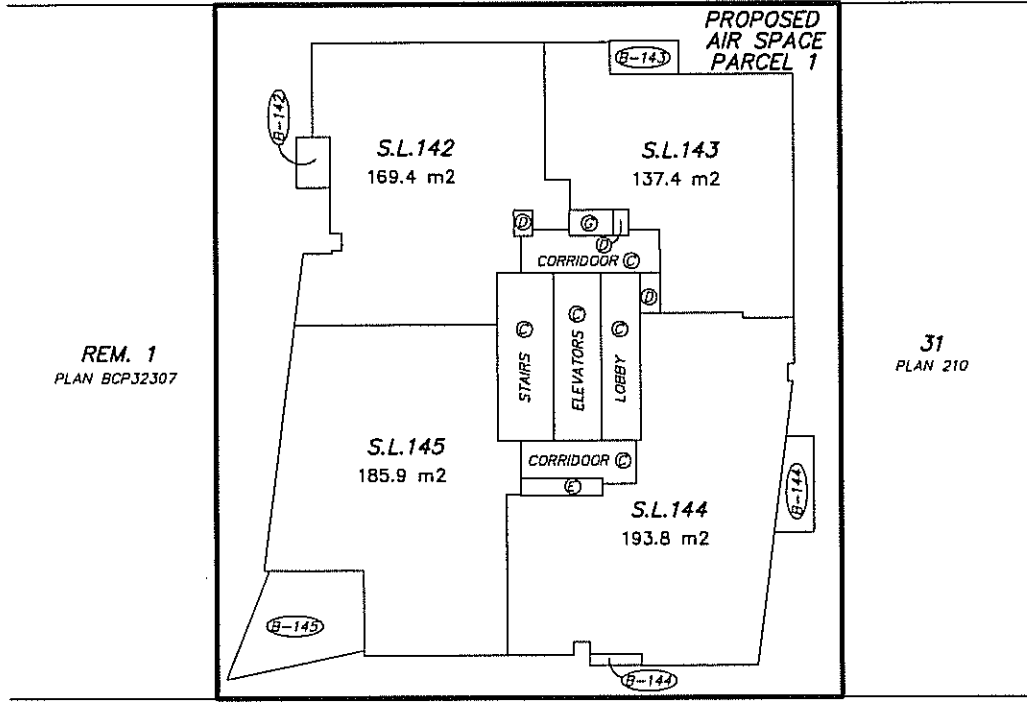
LANE



FLOOR PLANS



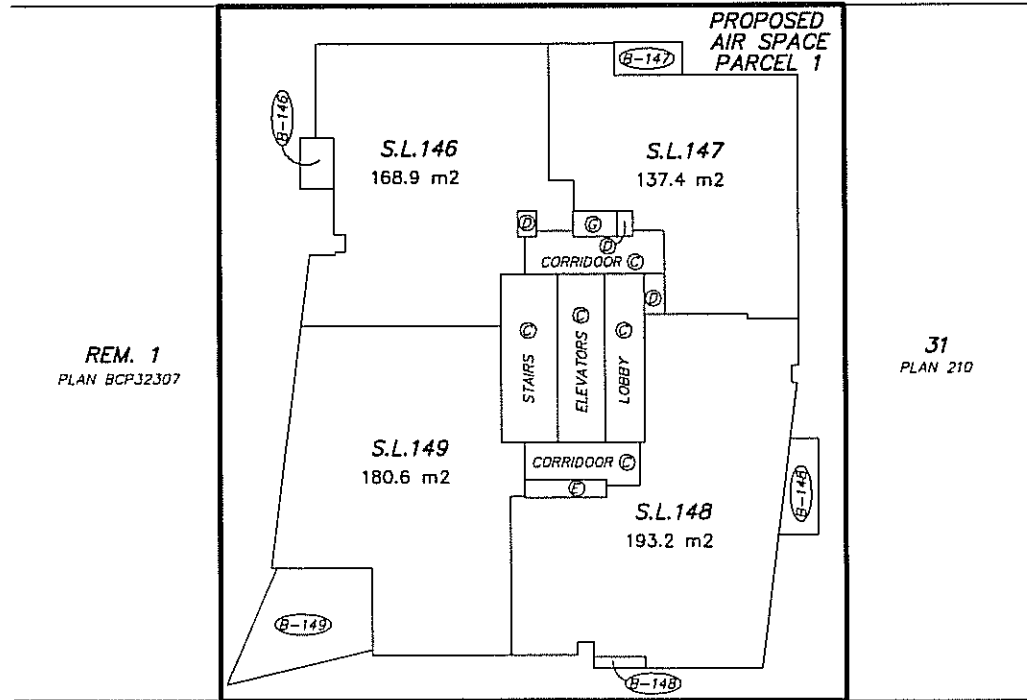
LANE



HOWE STREET

LEVEL 43

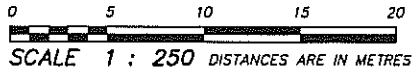
LANE



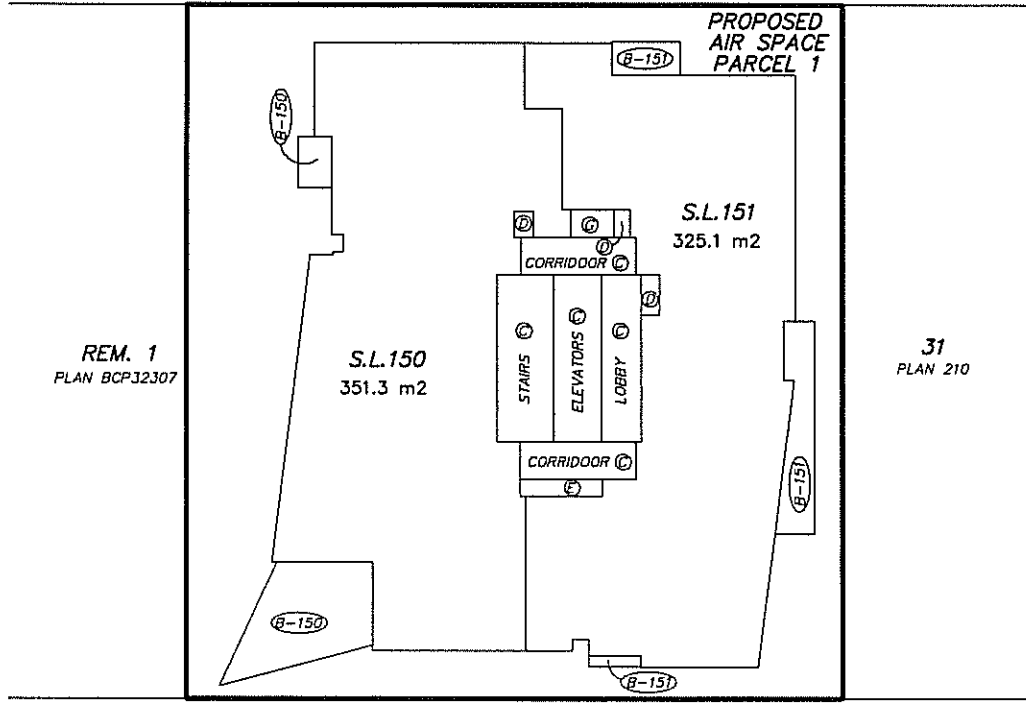
HOWE STREET

LEVEL 44

FLOOR PLANS



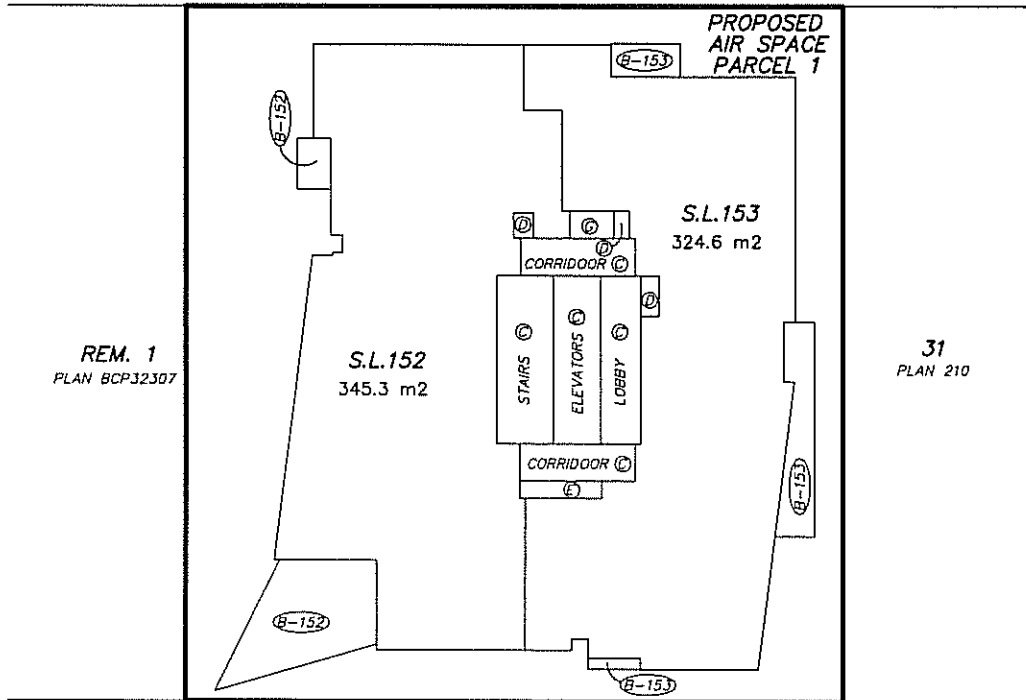
LANE



HOWE STREET

LEVEL 45

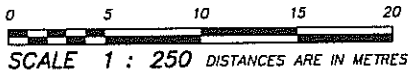
LANE



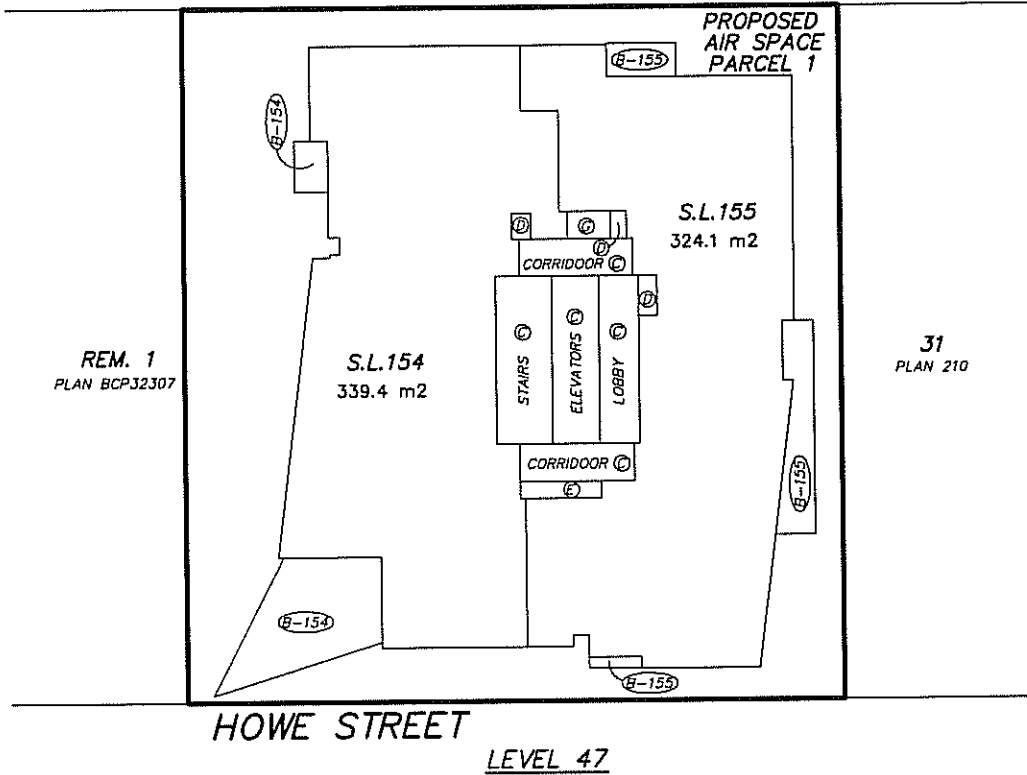
HOWE STREET

LEVEL 46

FLOOR PLANS



LANE



LANE

