

CLAIM FORM AND RELEASE

||||| Claim #: ALM-100000-0-01 123
«First1» «Last1»
«c/o»
«Address2»
«Address1»
«City», «ST» «ZIP» «Country»

Name/Address Changes (if any):

() _____
Area Code Daytime Telephone Number

() _____
Area Code Evening Telephone Number

Email Address: _____ Date of Birth (mm/dd/yy): _____ Gender: _____

If Claimant is not the Settlement Class Member, legal status of the Claimant (such as, widow, widower, heir, executor, administrator, conservator, representative, custodian, former spouse with a community interest, or successor-in-interest):

Title of document (a true and correct copy of which must be attached to this Claim Form) conferring legal status on Claimant (such as Will, Trust, Death Certificate, Judgment): _____

If you or the Settlement Class Member are or were a tenant or co-signer of a tenant in any of the 20 apartment buildings listed below at any time from May 17, 1997 through April 17, 2006, (or are the widow, widower, heir, executor, administrator, conservator, representative, custodian, former spouse with a community interest, or successor-in-interest to any such tenant or co-signer of a tenant) you may be eligible for reimbursement of late fees, lease break fees and charges made when you moved out that were deducted from your security deposit or that you paid in addition to deductions from your security deposit. The 20 apartment buildings which are involved in this action are, in alphabetical order:

- 1) Arrow Terrace, 2) Country Club Terrace, 3) Country Club Villas, 4) Crescent Heights, 5) Cucamonga Terrace, 6) Cypress Terrace, 7) Fir Terrace, 8) Loma Vista, 9) Mountain Terrace, 10) Mountain Terrace II, 11) Ninth Street Terrace, 12) Olivewood Terrace, 13) Pepperwood, 14) Placer Terrace 78, 15) Quad, 16) Quad II, 17) Turner Terrace 12, 18) Turner Terrace 78, 19) Victoria Woods, and 20) Vineyard Village.

Name of Apartment Complex during Tenancy: _____

Approximate Dates of Tenancy: From _____ to _____
(mm/dd/yyyy) (mm/dd/yyyy)

Amount Claimed for Late Fees Paid during the Class Period (May 17, 1997 – March 30, 2006): \$ _____

Amount Claimed for Lease Break Fees Paid during the Class Period (May 17, 1997 – March 30, 2006): \$ _____

Amount Claimed for Charges at Move-Out that were paid entirely out of the Security Deposit or a combination of the Security Deposit and additional payments: \$ _____

SINCE NEITHER THE TENANT CLASSES NOR THE LANDLORDS IN THIS CASE HAVE HAD THEIR CLAIMS AND DEFENSES DECIDED BY A JUDGE OR A JURY, NO PERSON MAY CONCLUDE, ASSUME, OR ASSERT FROM THIS SETTLEMENT THAT THE LATE FEES, LEASE BREAK FEES OR MOVE-OUT CHARGES ARE UNLAWFUL. ANY CLAIM BEING MADE ON THIS CLAIM FORM IS BEING ALLOWED WITHOUT CHALLENGE SOLELY FOR THE PURPOSE OF ENDING THIS LITIGATION. THIS CLAIM FORM MAY NOT BE USED FOR ANY PURPOSE OTHER THAN TO SUBMIT A CLAIM IN THIS ACTION AND WILL HAVE NO LEGAL FORCE OR EFFECT WITH RESPECT TO ANY LATE FEE, LEASE BREAK FEE, USE OF SECURITY DEPOSIT, OR MOVE-OUT CHARGE IN ANY FUTURE SETTING WITH EITHER THE RESIDENTIAL LANDLORDS INVOLVED IN THIS CASE OR WITH ANY OTHER RESIDENTIAL LANDLORD.

In order to receive payment settling your claims, you must complete and sign this Claim Form and Release on page 2 and return it to the following address:

Masucci v Allmark, Inc. Claims Administrator
c/o Rosenthal & Company LLC
P.O. Box 6177
Novato, CA 94948-6177

Claims Made by Persons Other Than the Settlement Class Member: If you are not the Settlement Class Member but are claiming a Settlement Class Member's share of the Settlement Award Available for Distribution because you are the widow, widower, heir, executor, administrator, conservator, representative, custodian, former spouse with a community interest, or successor-in-interest, you must provide written evidence of your capacity with this Claim Form. For instance, if you are the executor or administrator of the Settlement Class Member's estate, please provide a certified copy of the Letters of Administration. If you are the surviving spouse of the Settlement Class Member, please provide a certified copy of the certificate of death of the Settlement Class Member. If you are a former spouse, please provide a certified copy of the judgment of dissolution of the marriage or other court record showing the date of the marriage and the date of the termination of the marriage.

Claims Deadline and Delivery: Claimants may deliver Claim Forms personally, by the United States Postal Service, or by overnight courier to the Claims Administrator, or Claim Forms may be personally delivered to Class Counsel. If personally delivered, Claim Forms must be received by the Claims Administrator or by Class Counsel by no later than 5:00 p.m. on June 5, 2006. If Claim Forms are delivered by the United States Postal Service or by overnight courier, they must be postmarked by the U.S. Postal Service or given to the overnight courier for next business day delivery (no Saturday delivery by overnight courier) by no later than May 30, 2006.

If you do not submit your Claim Form by the appropriate date, your claim will **not** be valid (unless allowed by the Superior Court), and you will **not** receive your share of the Settlement Award Available for Distribution. If your Claim Form is **not**

received in time and is invalidated, you will still be bound by the provisions of the Joint Stipulation approved by the Court even though you will not receive any share of the Settlement Award Available for Distribution. That means that if you do not submit your Claim Form in time, you will never be able to receive any reimbursement. If you deliver your Claim Form by prepaid U.S. First-Class Mail, it is best to send it certified, return receipt requested or by overnight courier. That way, you will have proof that you sent in your Claim Form on time even if it gets lost. Also, be sure to keep a photocopy of the completed Claim Form for your records.

IF YOU DO NOT SUBMIT YOUR CLAIM FORM AS PROVIDED, YOU WILL NOT RECEIVE ANY MONEY IN SETTLEMENT OF ANY CLAIM YOU MAY HAVE ARISING OUT OF YOUR TENANCY DURING THE PERIOD MAY 17, 1997 THROUGH APRIL 17, 2006.

The purpose of the following Taxpayer Identification Number Certification – Substitute IRS Form W-9 is merely to verify the correctness of your Social Security Number, also referred to as your Taxpayer Identification Number (TIN).

Taxpayer Identification Number Certification - Substitute IRS Form W-9		«ClaimID»
Enter your Social Security Number: ___ ___ ___ -- ___ ___ -- ___ ___ ___		
Print name as shown on your income tax return if different from «Payee»: _____		
Under penalties of perjury, I certify that:		
<ol style="list-style-type: none"> 1. The taxpayer identification number shown on this form is my correct taxpayer identification number, and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. person (including a U.S. resident alien). 		
Note: If you have been notified by the IRS that you are subject to backup withholding, you must cross out item 2 above.		
The IRS does not require your consent to any provision of this document other than this Form W-9 certification to avoid backup withholding.		

RELEASE

I fully release and discharge **ALLMARK, INC.** a California Corporation, **ARROW TERRACE**, a California Limited Partnership, owner of the apartments commonly known as Arrow Terrace; **CRESCENT HEIGHTS APARTMENTS**, a California Limited Partnership, owner of the apartments commonly known as Crescent Heights; **CUCAMONGA TERRACE**, a California Limited Partnership, owner of the apartments commonly known as Cucamonga Terrace; **CYPRESS TERRACE**, a California Limited Partnership, owner of the apartments commonly known as Cypress Terrace; **FIR TERRACE**, a California Limited Partnership, owner of the apartments commonly known as Fir Terrace; **MOUNTAIN TERRACE**, a California Limited Partnership, owner of the apartments commonly known as Mountain Terrace; **MOUNTAIN TERRACE II**, a California Limited Partnership, owner of the apartments commonly known as Mountain Terrace II; **NINTH STREET TERRACE**, a California Limited Partnership, owner of the apartments commonly known as Ninth Street Terrace; **OLIVEWOOD TERRACE**, a California Limited Partnership, former owner of the apartments commonly known as Olivewood Terrace; **PLACER TERRACE 78**, a California Limited Partnership, owner of the apartments commonly known as Placer Terrace; **QUAD**, a California Limited Partnership, owner of the apartments commonly known as Quad; **QUAD-TWO**, a California Limited Partnership, owner of the apartments commonly known as Quad II or Quad Two; **3G&B CORPORATION**, a California corporation; **TURNER TERRACE 12**, a California Limited Partnership, owner of the apartments commonly known as Turner Terrace 12; **TURNER TERRACE 78**, a California Limited Partnership, owner of the apartments commonly known as Turner Terrace 78; **VICTORIA WOODS**, a California Limited Partnership, owner of the apartments commonly known as Victoria Woods; **VINEYARD VILLAGE, Ltd.**, a California Limited Partnership, owner of the apartments commonly known as Vineyard Village; **ALLMARK SEVENTEEN, LTD.**, a California Limited Partnership, owner of the apartments commonly known as Loma Vista Woods; **BLT PARTNERSHIP NO. 1**, a California Limited Partnership, owner of the apartments commonly known as Pepperwood; and **EDWARD A. HOPSON** in his capacity as the trustee of trusts holding title to two apartment complexes commonly known as Country Club Terrace and Country Club Villas and the trusts themselves, and each of them, and their present and former agents, servants, employees, representatives, attorneys, accountants, subsidiaries, affiliates, stockholders, heirs, executors, successors and assigns from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, Costs Advanced, Costs of Administration, expenses, attorneys' fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, whether certified for class treatment or not certified, arising out of the First Amended Complaint filed in the case known as **David Masucci v. Allmark, Inc., et alia, filed in the Superior Court of California, County of San Bernardino, Rancho Cucamonga District, Case Number RCV 054976.**

I understand that this is a full release of my claims arising out of any tenancy in any of the 20 named apartment complexes during the period May 17, 1997 through April 17, 2006, in which I was a tenant, a co-signer of a tenant or a person taking through a tenant or co-signer as that person's widow, widower, heir, executor, administrator, conservator, representative, custodian, former spouse with a community interest, or successor-in-interest, notwithstanding the provisions of California Civil Code section 1542 which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

I represent and warrant that I have not and will not assign, pledge or otherwise transfer any interest in my claims arising out of any tenancy during the period May 17, 1997 through April 17, 2006 in any of the 20 apartment complexes named in this Release.

I further understand that since neither the tenant classes nor the landlords in this case have had their claims and defenses decided by a judge or a jury, that I may not conclude, assume, or assert that the late fees, lease break fees or move-out charges are unlawful. I understand that any claim being made on this Claim Form is being allowed without challenge solely for the purpose of ending this litigation. I further understand that this Claim Form may not be used for any purpose other than to submit a claim in this action and will have no legal force or effect with respect to any late fee, lease break fee, use of security deposit, or move-out charge that I may be assessed in any future setting with either the residential landlords involved in this case or with any other residential landlord.

I declare under penalty of perjury under the laws of the State of California that the information set forth in this Claim Form is true and correct to the best of my knowledge.

Dated: _____ (Signature)

Note: If you personally deliver or send this Claim Form by an overnight courier, please use the following address:

MASUCCI v. ALLMARK, INC
 c/o Rosenthal & Company LLC
 300 Bel Marin Keys Boulevard, Suite 200
 Novato, CA 94949