**EXHIBIT D** 



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Pages: 0003

Recorded/Filed in Official Records Recorder's Office, Los Angeles County, California

05/05/16 AT 08:00AM

FEES:	21.00
TAXES :	0.00
OTHER :	0.00
PAID:	21.00





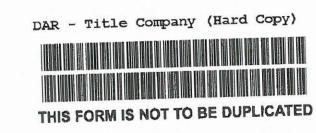




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SEQ: 24



E521946



T72

## CHICAGO TITLE COMPANY COMMERCIAL DIVISION RECORDING REQUESTED BY, AND WHEN RECORDED RETURN TO:

2009 CUSA Community Owner, LLC 11 Greenway Plaza, Suite 2400 Houston, Texas 77046 Attention: General Counsel



(Space Above for Recorder's Use)

-24

00027450-X49

## NOTICE OF TERMINATION OF PARKING AGREEMENT

THIS NOTICE OF TERMINATION OF PARKING AGREEMENT ("Notice") is made and entered into as of May 1, 2016 ("Effective Date"), by 2009 CUSA COMMUNITY OWNER, LLC, a Delaware limited liability company, as successor in title to Camden USA, Inc., a Delaware corporation, and to Camden Realty, Inc., a Delaware corporation ("Camden").

## RECITALS

A. A-May Investment, LLC, a California limited liability company, as successor in title to Pike Properties Associates, L.P. ("Benefitted Owner") and and Camden are the parties to that certain Parking Agreement, dated as of August 5, 1999, and recorded as Document No. 99-1514403, in the Official Records of the County Recorder of Los Angeles County, California (as amended by that certain First Amendment to Parking Agreement dated August 26, 2004 and recorded as Document No. 04-2611901, in the Official Records of the County Recorder of Los Angeles County, California, the "Parking Agreement"). All defined terms used herein shall have the meanings given to them in the Parking Agreement.

B. Camden is the owner of the Camden Property.

C. Benefitted Owner is the owner of the Pike Property.

D. Benefitted Owner failed to pay Parking Rent for the months of February, 2016 and March, 2016 (collectively, the "Payment Default") and Camden notified Benefitted Owner of the Payment Default via letter dated March 16, 2016 pursuant to the terms of the Parking Agreement and A-May failed to cure the Payment Default within the ten (10)-day cure period for payment defaults provided for in Section 7 of the Parking Agreement (and such Payment Default continues as of the Effective Date).

E. In connection with the Payment Default, Camden and A-May negotiated a bilateral termination of the Parking Agreement; provided, however, Camden has since been unsuccessful in getting A-May to execute the agreed-upon form of mutual termination agreement despite A-May's original agreement to same. As a result of such failure, Camden delivered a notice to A-May formally terminating the Parking Agreement on May 2, 2016 (the "<u>Camden Termination</u> <u>Notice</u>") and Camden desires to record this Notice so as to put third parties on notice of the termination of the Parking Agreement.

ACCOMMODATION RECORDING

## Notice of Termination

1. <u>Notice of Termination</u>. The Parking Agreement was terminated by Camden effective May 2, 2016 via letter to A-May from Camden dated May 2, 2016 as a result of A-May's failure to cure the Payment Default within the cure period provided for same in the Parking Agreement. As a result of such termination, the Parking Agreement is null, void and of no further force or effect.

IN WITNESS WHEREOF, Camden has executed this Notice of Termination as of the Effective Date.

"Camden"

2009 CUSA COMMUNITY OWNER, LLC, a Delaware limited liability company

- By: 2009 CUSA Community Owner Member, LLC, a Delaware limited liability company, its sole member
  - By: Camden USA, Inc., a Delaware corporation, its sole member

By:

Name: Joshua L. Lebar Title: Senior Vice President – General Counsel

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is alkeched, and not the furthfulnices. accuracy. or validity of livet document.

> STATE OF TEXAS ) ) ss. COUNTY OF HARRIS )

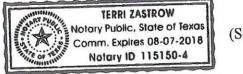
On May 2, 2016, before me, Terri Zastrow, Notary Public, personally appeared JOSHUA L. LEBAR, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Texas

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:



(Seal)