RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

JEREMY V. WISOT, ESQ.
1411 West 190th Street - Suite 450
Los Angeles (Gardena), California 90248

THIRD AMENDMENT TO AND RESTATEMENT OF CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT (THE PLAZA AT WEST COVINA)

by and among

CENTERMARK PROPERTIES OF WEST COVINA, INC.,
a Delaware corporation

CARTER HAWLEY HALE STORES, INC.,
a Delaware corporation

BULLOCK'S PROPERTIES CORP.,
a Delaware corporation

J. C. PENNEY PROPERTIES, INC.,
a Delaware corporation

THE MAY DEPARTMENT STORES COMPANY,
a New York corporation

and

THE REDEVELOPMENT AGENCY OF THE CITY OF WEST COVINA,
a public body, corporate and politic,
organized and existing under Chapter 2
of the Community Development Law of the
State of California

THIRD AMENDMENT TO AND RESTATEMENT OF
CONSTRUCTION, OPERATION AND RECIPROCAL
EASEMENT AGREEMENT

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THIRD AMENDMENT TO AND RESTATEMENT OF CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT

THIS THIRD AMENDMENT TO AND RESTATEMENT OF CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT, made and entered into as of the 14 day of OCTOBER, 1992, by and among CENTERMARK PROPERTIES OF WEST COVINA, INC., a Delaware corporation ("Developer"); CARTER HAWLEY HALE STORES, INC., a Delaware corporation qualified to do business in the State of California, debtor in possession ("Broadway"); BULLOCK'S PROPERTIES CORP., a Delaware corporation qualified to do business in the State of California, debtor in possession ("Bullock's"); J. C. PENNEY PROPERTIES, INC., a Delaware corporation qualified to do business in the State of California ("Penney"); THE MAY DEPARTMENT STORES COMPANY, a New York corporation qualified to do business in the State of California ("May"); and THE REDEVELOPMENT AGENCY OF THE CITY OF WEST COVINA, a public body, corporate and politic, organized and existing under Chapter 2 of the Community Redevelopment Law of the State of California ("Agency"),

W I T N E S S E T H :

WHEREAS, in order to make integrated use of their respective Tracts as a regional shopping center and to provide for other agreements contained therein, Sylvan S. Shulman Company (predecessor in interest to Developer), Broadway, Federated Department Stores, Inc. (predecessor in interest to Bullock's), Penney and Agency entered into a Construction, Operation and Reciprocal Easement Agreement dated as of November 5, 1973, and

recorded in the Official Records of Los Angeles County on December 24, 1973, as Instrument No. 1676, in Book M-4551, Pages 268 through 522, inclusive, as amended by a First Amendment to Construction, Operation and Reciprocal Easement Agreement dated as of November 24, 1976, and recorded in the Official Records of Los Angeles County on December 16, 1976, as Instrument No. 5514, in Book D-7358, Pages 350, et seq., and as amended by a Second Amendment to Construction, Operation and Reciprocal Easement Agreement dated as of June 21, 1990, and recorded in the Official Records of Los Angeles County on June 21, 1990, as Instrument No. 90-1099047 (collectively, the "Original REA"); and

WHEREAS, Developer, Broadway, Bullock's, Penney and Agency desire to further amend and to restate the Original REA and herewith do so amend the same, effective as of the date hereof, it being their intention that the Original REA will be amended in its entirety by restating the same in its entirety, and as so amended and restated, that it will remain in full force and effect and will read as provided in this Third Amendment to and Restatement of Construction, Operation and Reciprocal Easement Agreement ("REA"); and

WHEREAS, May desires to become a Party to the REA; and

WHEREAS, Agency, as a redevelopment agency created by the City of West Covina, has created a redevelopment project within the City of West Covina, County of Los Angeles, State of California, entitled West Covina Central Business District Redevelopment Project of the City of West Covina, a portion of which is described in Part I of Exhibit A attached hereto and by this reference made a part hereof, and is shown upon the plot plan attached hereto as Exhibit B, hereinafter referred to as "Shopping Center Site", and by this reference made a part hereof; and

WHEREAS, Developer is the fee owner of certain tracts of land located in the Shopping Center Site, which tracts of land are described in Part II of Exhibit A and are shown and

designated on Exhibit B (collectively, the "Developer Tract") (except that Sylvan S. Shulman, Michael Shulman, Linda Schrobilgen, and Morrie Matcha, as Trustee under the Matcha Family Trust dated July 27, 1988, are collectively the fee owner of Developer Tract A-1, and by their execution of a Consent, Approval and Subordination attached to this REA have consented to and approved this REA and have made such Tract subject and subordinate to the provisions of this REA); and

WHEREAS, Broadway is the fee owner of certain tracts of land located within the Shopping Center Site, which tracts of land are described in Part III of Exhibit A and are shown and designated on Exhibit B (collectively the "Broadway Tract"); and

WHEREAS, Bullock's is the fee owner of a certain tract of land located within the Shopping Center Site, which tract of land is described in Part IV of Exhibit A and is shown and designated on Exhibit B ("Bullock's Tract"); and

WHEREAS, Penney is the fee owner of certain tracts of land located within the Shopping Center Site, which tracts of land are described in Part V of Exhibit A and are shown and designated on Exhibit B (collectively, the "Penney Tract"), and is the lessee under a Sale and Leaseback (as hereinafter defined) of the improvements thereon, and Penney hereby represents that it is authorized by the lessor under its Sale and Leaseback to enter into this REA; and

WHEREAS, May is the fee owner of a certain tract of land located within the Shopping Center Site, which tract of land is described in Part VI of Exhibit A and is shown and designated on Exhibit B ("May Tract"); and

WHEREAS, Agency is the fee owner of certain tracts of land located within the Shopping Center Site, which tracts of land are described in Part VII of Exhibit A and are shown and designated on Exhibit B (collectively the "Agency Tract"); and

WHEREAS, Lakewood-Covina Associates is the fee owner of a certain tract of land located adjacent to the Shopping Center Site, which tract of land is described in Part VIII of

Exhibit A and is shown and designated on Exhibit B ("Adjacent Tract"); the Adjacent Tract is subject to an agreement between the prior owner of such Tract and Sylvan S. Shulman Company (Developer's predecessor in interest) recorded December 24, 1973, in the official records of Los Angeles County, California, as Instrument No. 100 and rerecorded January 29, 1974, as Instrument No. 2159 (the "Adjacent Tract Agreement") pursuant to the terms of which the Adjacent Tract is made subject to certain provisions of the Original REA; and

WHEREAS, pursuant to the Original REA, Developer, Broadway, Bullock's and Penney have constructed and presently operate a regional enclosed mall Shopping Center (the "Shopping Center") upon the Shopping Center Site; and

WHEREAS, on or about November 22, 1972, Sylvan S. Shulman Company and Agency entered into a Participation Agreement, which was amended by an Amendment to Participation Agreement dated July 23, 1973, pursuant to which said parties agreed to cause the construction of certain inprovements, including, without limitation, the Parking Structure; and on or about June 26, 1989, Sylvan S. Shulman Co./ West Covina Associates, L.P., Developer's predecessor in interest, and Agency entered into an Owner Participation Agreement, which Owner Participation Agreement was amended by a First Amendment to Owner Participation Agreement dated April 9, 1990 (collectively, the "OPA"), pursuant to the terms of which Developer has agreed to cause the construction of certain additional buildings and improvements as part of an expansion of the Shopping Center; and

WHEREAS, Broadway has constructed and is Operating, as a part of the Shopping Center, as hereinafter provided, a retail business in the Broadway Store on the Broadway Store Site and other retail and related facilities in Broadway Outbuildings No. 1 and No. 2 located on the Broadway Store Site, and Broadway may construct or cause to be constructed and may Operate or cause to be Operated, as part of the Shopping Center, a business not

prohibited by the terms of this REA in Broadway Outbuilding No. 3; and

WHEREAS, Broadway filed a voluntary petition for reorganization under chapter 11 of the United States Bankruptcy Code (the "Code") on February 11, 1991 as Case No. LA 91-64140-BR (the "Broadway Bankruptcy Case") in the United States Bankruptcy Court, Central District of California (the "Broadway Bankruptcy Court"), and is Operating its Store and managing its business as a debtor in possession under the supervision of the Broadway Bankruptcy Court; and

WHEREAS, Bullock's predecessor-in-interest has constructed and Bullock's is Operating or causing to be Operated, as a part of the Shopping Center, as hereinafter provided, a retail business in the Bullock's Store on the Bullock's Store Site; and

WHEREAS, Bullock's filed a voluntary petition for reorganization under chapter 11 of the Code on January 31, 1992 as Case No. 92 B 40614 (the "Bullock's Bankruptcy Case") in the United States Bankruptcy Court, Southern District of New York (the "Bullock's Bankruptcy Court"), and Bullock's is Operating its Store and managing its business as a debtor in possession under the supervision of the Bullock's Bankruptcy Court; and

WHEREAS, Penney has caused the construction of and is Operating and desires to continue to Operate, or cause to be Operated, as a part of the Shopping Center, as hereinafter provided, a retail business in the Penney Store on the Penney Store Site and other retail and related facilities in the Penney Outbuilding located on the Penney Store Site; and

WHEREAS, May desires to construct or cause to be constructed and thereafter to Operate, or cause to be Operated, as a part of the Shopping Center, as hereinafter provided, a retail business in the May Store on the May Store Site; and

WHEREAS, on a portion of its Tract, Agency has constructed and is Operating and desires to continue to Operate, or cause to be Operated, as public parking, certain surface parking

improvements and the Parking Structure, and on the remainder of its Tract Agency desires to construct or cause to be constructed and thereafter to Operate, or cause to be Operated, as a part of the Shopping Center, as hereinafter provided, additional public surface parking areas as part of the Automobile Parking Area, all as shown on Exhibit B; and

WHEREAS, Developer heretofore has constructed and is Operating and desires to continue to Operate, or cause to be Operated, as a part of the Shopping Center, as hereinafter provided, one or more buildings or installations for retail and related occupancies in those certain Developer Mall Stores and Developer Non-Mall Stores and an Enclosed Mall and other improvements and Common Area (hereinafter collectively called "Phase I Developer Improvements"); and

WHEREAS, Developer desires to demolish certain existing improvements and thereafter to construct, or cause to be constructed, and thereafter to Operate, or cause to be Operated, as a part of the Shopping Center, as hereinafter provided, certain new buildings and other improvements for retail and related occupancies, including but not limited to additional Developer Mall Stores and Developer Non-Mall Stores and an extension of the Enclosed Mall, additional Automobile Parking Area and other Common Area, all as shown on Exhibit B (hereinafter collectively called "Phase II Developer Improvements"), and thereafter to continue to Operate, or cause to be Operated, all of the Phase I Developer Improvements and Phase II Developer Improvements as part of the Shopping Center; and

WHEREAS, Agency, Developer, Broadway, Bullock's, Penney and May each desire to grant to the Parties to this REA certain easements in, to, over and across the Agency Tract, the Developer Tract, the Broadway Tract, the Bullock's Tract, the Penney Tract, and the May Tract, respectively; and

WHEREAS, the signatories to this REA desire to make certain mutual provisions for the Construction, maintenance and Operation of the Common Area (as said terms are hereinafter de-

fined) and other buildings and improvements upon the Shopping Center Site, and to make certain other covenants and agreements as hereinafter more specifically set forth;

NOW, THEREFORE, in consideration of the foregoing, and the covenants and agreements made on the part of each Party and Agency to each other Party and to Agency, as hereinafter set forth, the sufficiency of which consideration is hereby acknowledged by each Party and Agency, IT IS AGREED as follows:

Effective as of the date of recording of this REA, the Original REA is hereby further amended and restated in its entirety as hereinafter set forth, and as so amended and restated this REA shall remain in full force and effect throughout the term hereof. To the extent that the provisions of Section VIII C,D and E and Exhibits D and E of the Original REA are applicable to the Adjacent Tract pursuant to the Adjacent Tract Agreement, such provisions shall be deemed to remain unchanged and in full force and effect solely for such purposes of the Adjacent Tract Agreement. From and after the date of recording of this REA, the grants, easements, covenants and agreements of the Parties and Agency shall relate to the Tracts of the Parties and Agency as such Tracts are described in Exhibit A and shown on Exhibit B. This REA shall be effective when it has been executed, acknowledged and delivered by Developer, Broadway, Penney, Bullock's, May and Agency and has been recorded in the Official Records of Los Angeles County, California.

ARTICLE 1

DEFINITIONS

As used in this REA, the following terms shall have the following meanings:

Section 1.1 Accounting Period. The term "Accounting Period" means any period commencing January 1 and ending on the next following December 31, except that the first Accounting Period shall commence as to May as to its Tract on a date thirty (30) days prior to the earlier of (a) the date May first opens any portion of its Store for business to the general public, or (b) the Scheduled Opening Date for May, and shall end on and include the next following December 31. The first Accounting Periods for the other Parties have heretofore commenced under the Original REA and their respective existing Accounting Periods shall continue under this REA. As respects each Party, its last Accounting Period shall end on and include the Termination Date. Any portion or portions of Common Area Maintenance Cost relating to a period of time only part of which is included within the first Accounting Period or the last Accounting Period of a Party shall be prorated on a daily basis as respects such Party.

Section 1.2 Agency. The term "Agency" means the Redevelopment Agency of the City of West Covina and its successors and assigns, and as used in this REA, shall, so far as the terms, covenants, provisions and conditions of this REA to be kept, performed, observed and enforced by Agency are concerned, refer only to the Person who at the time in question is the fee owner of the Agency Tract, it being agreed and understood that such terms, covenants and conditions shall be binding upon and enforceable by such Person only during and in respect of the period in which it is the fee owner of the Agency Tract.

Section 1.3 Allocable Share. The term "Allocable Share" means that part of Common Area Maintenance Cost allocable to a Party for each Accounting Period, to be computed by multiplying the Common Area Maintenance Cost by a fraction, the numer-

ator of which shall be the Initial Planned Floor Area set forth for such Party in Section 8.1 and the denominator of which shall be the total Initial Planned Floor Area of the Tracts of all Parties whose Tracts are being maintained by Developer for the period covered by the calculation; provided that (i) the Initial Planned Floor Area of May, as adjusted pursuant to Section 1.14, shall be included in such denominator commencing on the date of commencement of its first Accounting Period, and (ii) the Initial Planned Floor Area of the Phase II Developer Mall Stores and Phase II Developer Non-Mall Stores, as adjusted pursuant to Section 1.14, shall be included in the Initial Planned Floor Area of Developer and included in such denominator commencing on the earlier of (i) the date Developer commences Operation of the Phase II Common Area pursuant to this REA, or (ii) the date when Developer commences Operation or is required to commence Operation of the Phase II Developer Mall Stores.

Developer may be obligated to a Major to pay a portion of such Major's Allocable Share pursuant to a Separate Agreement between Developer and such Major. Developer covenants that it will make any such payments which it is obligated to make pursuant to any Separate Agreement and will properly reflect such payment in the accounts and records of Allocable Shares and Common Area Maintenance Cost.

Section 1.4 Automobile Parking Area. The term "Automobile Parking Area" means those portions of the Common Area available from time to time for the passage and parking of motor vehicles, together with all improvements which at any time are erected thereon, including, without limitation, all surface automobile parking spaces, regardless of which Tract they are located on, the Parking Structure, incidental and interior roadways, access roads and ramps, pedestrian stairways, walkways, light standards, directional signs, driveways, curbs and landscaping within or adjacent to areas used for parking of motor vehicles.

Automobile Parking Area shall not include truck ramps and loading and delivery areas.

Section 1.5 Common Area. The term "Common Area" means all areas within the boundaries of the Shopping Center Site which are made available, as hereinafter provided, for the general use, convenience and benefit of all Permittees, and parking areas, if any, located upon land outside the Shopping Center Site which may from time to time be provided with the written approval of the Parties in their sole discretion.

Such Common Area shall include, but not be limited to, Common Utility Lines, Automobile Parking Area, Perimeter Sidewalks, pedestrian bridges from the Parking Structure to the Enclosed Mall or the Store of any Party and other sidewalks and malls, including the Enclosed Mall. In addition, such Common Area shall include Common Area maintenance and janitorial rooms on the Developer Tract so long as they are used exclusively for such purposes.

Common Area shall not include the areas described in Section 1.14B(5) and (6) hereof or any Floor Area.

Section 1.6 Common Area Maintenance Cost. The term "Common Area Maintenance Cost" means the total of all monies paid out by Developer during an Accounting Period for reasonable expenses directly relating to the maintenance, repair and Operation of the Common Area as provided in Article 9, excluding (a) real property taxes and assessments and other governmental impositions which are or may become a lien on real property and all other Taxes (except Personal Property Taxes on Common Area equipment) and Personal Taxes (as those terms are defined in Article 21), (b) wages or salaries paid to management or supervisory personnel, except field supervisors such as foremen, (c) any Enclosed Mall Operation and Maintenance Expense, and (d) any part of the cost of Construction of the Phase II Common Area or any incremental cost of maintenance or repair necessitated by said Construction.

Common Area Maintenance Cost shall include, but not be limited to, all acquisition costs and rental and lease charges for maintenance equipment and the cost of small tools and supplies; all Personal Property Taxes on Common Area equipment; all costs of collection, storage, and removal of rubbish, dirt and debris from and cleaning of the Common Area; all costs of supplies for the Common Area; all costs of cleaning and maintenance of Perimeter Sidewalks, subject to Section 9.8; all costs of security for the Common Area (excluding the Enclosed Mall); all costs of maintaining Common Utility Lines, except to the extent that the same is the obligation of a utility company; all charges for utilities services necessary for the Operation of the Common Area, together with all costs of maintaining lighting fixtures in the Automobile Parking Area; subject to the approvals required below, all carrying costs (excluding late charges) for capital improvements or purchases which are financed with the approval of the Parties responsible for paying any portion of the cost thereof; all premiums for insurance carried by Developer under Sections 10.3 and 11.1 as respects Common Area, but excluding any premiums attributable to the Enclosed Mall; and all other costs reasonably required for Developer to perform its obligations under Section 9.2.

No capital improvements to or reconstruction of the Common Area shall be made without the written approval, prior to the commencement of the improvement or restoration, of all Parties paying any portion of the cost thereof; provided, however, there may be expended for replacement or reconstruction of capital improvements (excluding reconstruction described in Sections 12.2 hereof) in any one Accounting Period a sum not to exceed Twenty Thousand and No/100 Dollars ($20,000.00) [in 1992 Dollars] for any one such replacement or reconstruction of a capital improvement or an aggregate sum not to exceed Twenty-Five Thousand and No/100 Dollars ($25,000.00) [in 1992 Dollars] without prior approval of such Parties.

Common Area Maintenance Cost specifically shall include any sum payable to Agency by Developer, as provided in Attachment 3 to the Participation Agreement dated November 22, 1972 between Sylvan S. Shulman Company and Agency, which sum shall not exceed $60,000 per year, if and to the extent that the tax increment, funded interest, and interest income, plus $150,000 per year, are not sufficient to cover the debt service payments due on the bonds issued by Agency to finance the Agency costs under said Participation Agreement.

The salvage value of any item disposed of by Developer of which any portion of the cost or depreciation was included in Common Area Maintenance Cost shall be credited against the Common Area Maintenance Cost as to each Party in the same proportion as such Party had contributed thereto. No capital expenditure shall be included in Common Area Maintenance Cost if the depreciation or amortization of such capital expenditure has been or is to be included in Common Area Maintenance Cost.

In lieu of any other charge for management, administrative and other indirect costs (including, but not limited to, the cost of the operation of any office, accounting services and other services not directly involved with maintenance and Operation of the Common Area), Common Area Maintenance Cost may include an allowance to Developer ("Supervision Fee") for Developer's supervision of the Common Area for each Accounting Period equal to five percent (5%) of the total of the cost and expense of Operation and maintenance performed by Developer, or caused to be performed by Developer under its direct supervision, for such Accounting Period. If all or any part of the activities or work involved in the Operation of the Common Area or its equipment is provided or performed on behalf of Developer by any Person affiliated with Developer, such as a parent or subsidiary corporation or other entity with a related ownership, the amount paid by Developer to such other Person for such activities or work may be included in Common Area Maintenance Cost, but any such amount shall be limited to out-of-pocket costs which qualify

as a Common Area Maintenance Cost pursuant to this Section 1.6 and shall not include overhead and/or profit to such other Person if Developer shall charge the Supervision Fee on the amounts paid to such Person. Developer shall note on its statements of Common Area Maintenance Cost delivered to the Majors under Article 9 the respective portions of such activities and work which were performed by Developer or an affiliate of Developer. Any (i) capital expenditures (including carrying costs) or amortization payments therefor or depreciation reserve, (ii) personal property taxes and assessments, (iii) premiums for insurance required to be carried by Developer under Sections 10.3 and 11.1, and (iv) charges for utility services used in connection with the Common Areas, shall be excluded from the amount on which the Supervision Fee is computed.

Common Area Maintenance Cost shall not include any Enclosed Mall Operation and Maintenance Expense, nor any cost attributable to the Enclosed Mall or to Floor Area, nor any Personal Taxes or Taxes (other than Personal Property Taxes on Common Area equipment, as such terms are defined in Section 21.1).

Nothing in this Section 1.6 shall be deemed to preclude any additional or different charges being made pursuant to any lease or other agreement or any Separate Agreement between Developer and any Occupant; it being understood that Developer's obligation to pay any Common Area Maintenance Cost under this Section 1.6 shall not be reduced or affected thereby.

Section 1.7 Common Building Component. The term "Common Building Component" means any single improvement or portion thereof, including, but not limited to, the Enclosed Mall structure, which is located partly on the Tract of one Party and partly on the Tract of another Party, or which is located on the Tract of one Party but provides structural benefit to the improvements upon another Tract.

Section 1.8 Court. The term "Court" means those certain areas within the Enclosed Mall, on each level thereof,

abutting the respective Stores of the Majors as shown on and designated as "Broadway Court", "Penney Court", "May Court" and "Bullock's Court" on Exhibit B hereto.

Section 1.9 Developer Improvements. The term "Developer Improvements" means the Enclosed Mall, the Developer Mall Stores, the Developer Non-Mall Stores and pedestrian bridges from the Parking Structure to the Enclosed Mall or to the Store of any Party, as the same may exist from time to time, including any replacements thereof, and all other improvements situated within the Developer Tract, and all additions and alterations thereto and replacements thereof.

Section 1.10 Developer Mall Stores. The term "Developer Mall Stores" means the buildings located on the Developer Tract which abut on the Enclosed Mall (but excluding the Enclosed Mall) and which are designated as such on Exhibit B hereof, as the same may exist from time to time, including, without limitation, the Phase I Developer Mall Stores and the Phase II Developer Mall Stores and any additions and alterations thereto and replacements thereof.

Section 1.11 Developer Non-Mall Stores. The term "Developer Non-Mall Stores" means the buildings located on the Developer Tract which do not abut the Enclosed Mall and which are designated "Developer Non-Mall Stores" on Exhibit B hereof, as the same may exist from time to time, including any additions and alterations thereto and replacements thereof.

Section 1.12 Enclosed Mall. The term "Enclosed Mall" means the multi-level enclosed, fully sprinklered, lighted, ventilated and air conditioned mall together with all improvements therein (including public restrooms and fire exit and service corridors not located within the Floor Area of the Developer Mall Stores or within any Major's Store) located in the Shopping Center which are constructed so that climatic control is provided therein and which are actually enclosed by walls and a ceiling, and which is designated as such on Exhibit B hereof, as the same may exist from time to time, including the Phase I

Enclosed Mall and the Phase II Enclosed Mall, and any additions and alterations thereto and replacements thereof.

Section 1.13 Enclosed Mall Operation and Maintenance Expense. The term "Enclosed Mall Operation and Maintenance Expense" means the total of all monies paid out by Developer for costs and expenses incurred in an Accounting Period in connection with the Enclosed Mall for all maintenance, Operation, and repair thereof, including, but not limited to, real property taxes and assessments and government impositions (including but not limited to those on restrooms, emergency exit and service corridors, stairs, elevators and escalators within the Developer Improvements), utility service costs for lighting and operation of air conditioning and heating equipment; premiums for the insurance carried by Developer pursuant to Sections 10.3 and 11.1 as respects the Enclosed Mall improvements and equipment; all costs of policing, security protection, control and regulation (provided that at least sixty-five percent [65%] of all such policing, security protection, control and regulation in all of the Common Area shall be charged to Enclosed Mall Operation and Maintenance Expense); maintenance, repair and replacement of mechanical equipment, including automatic door openers, except automatic doors opening to the Stores, lighting fixtures (including replacement of tubes, bulbs and ballasts), and air conditioning and heating equipment and fire sprinkler systems; maintenance of landscaping and plants; repair, maintenance, sweeping and cleaning of the Enclosed Mall, including ceiling, roof, roof or ceiling skylights, windows, walls, doors, floors and floor covering, artifacts, and all other items of expense which are incurred for the maintenance, repair, and Operation of the Enclosed Mall, including any and all items of expense which are incurred in connection with the Common Area maintenance and janitorial rooms. Enclosed Mall Operation and Maintenance Expense shall include a reasonable allowance to Developer for Developer's supervision of the Enclosed Mall. Developer may, however, cause any and all services to be provided by an

independent contractor or contractors. Nothing herein contained shall be deemed to limit Developer as to having any different or additional cost factors in any lease or other arrangement which it may have with any Occupant. Developer shall maintain accounting records in a manner that will reflect the Enclosed Mall Operation and Maintenance Expense separate from all other costs and expenses. No Major shall have any obligation whatsoever with respect to the Enclosed Mall Operation and Maintenance Expense except as specifically provided in its Separate Agreement.

Section 1.14 Floor Area.

A. The term "Floor Area" means the aggregate from time to time of the actual number of square feet of floor space of all floors in any structure, or in any outdoor area appropriated for use by an Occupant, whether roofed and enclosed or not, located on the Shopping Center Site, whether or not actually occupied, including basement space and subterranean areas, and balcony and mezzanine space, measured from the exterior faces or the exterior lines of the exterior walls (including basement walls), except party and interior common walls, as to which the center thereof instead of the exterior faces thereof shall be used.

B. The term "Floor Area" shall not include any of the following:

(1) The upper levels of any multi-deck stock areas created for convenience to increase the usability of space for stock purposes so long as and to the extent used solely for that purpose, regardless of whether such multi-deck stock areas are permanent or temporary installations;

(2) Areas which are used exclusively to house mechanical, electrical, telecommunications, HVAC and other such building operating equipment, and computer rooms housing equipment to operate point of sale terminals and management information system equipment, trash rooms and trash compacting

and baling areas (regardless of whether physically separated or otherwise required by building codes);

(3) Any Common Area (excluding any space occupied by kiosks or pushcarts);

(4) Any (a) Shopping Center maintenance and janitorial rooms and management office and (b) Merchants' Association offices or storage rooms, to the extent that the sum of (4)(a) and (b) shall not exceed an aggregate of ten thousand (10,000) square feet of floor space;

(5) Emergency exit corridors or stairs between fire resistant walls required by building codes; and

(6) All truck loading areas, truck tunnels and truck parking, turn-around and dock areas and ramps and approaches thereto.

No deduction shall be made from Floor Area computed under the foregoing definition by reason of interior columns, stairs, escalators, elevators, dumbwaiters, conveyors or other interior construction or equipment within the building involved.

The Floor Area of (i) the Broadway Store, (ii) the Bullock's Store and (iii) the Penney Store, as each exists on the date hereof, shall be deemed to be the same as the Initial Planned Floor Area for each such Major set forth in Section 8.1.

Developer agrees that promptly after the completion and opening of the Developer Improvements to be located in Phase II (and in no event later than 120 days following the date on which the Phase II Mall Stores first open for business), an initial determination shall be made by the Project Architect, at Developer's sole cost and expense, as to the number of square feet of Floor Area within the Developer Improvements remaining in Phase I and added in Phase II. May agrees that promptly after the completion and opening of its Store, an initial determination shall be made by its architect, at May's sole cost and expense, as to the number of square feet of Floor Area on its Tract; such determination by May shall be made and furnished to each other

Party not later than one hundred twenty (120) days following the date on which the May Store first opens for business. Any dispute arising from such determination shall be resolved by arbitration as provided for in Article 22. If such determination of Floor Area for Developer or for May shows that either has constructed Floor Area in excess of its Initial Planned Floor Area, the Initial Planned Floor Area of such Party shall, notwithstanding the provisions of Section 25.1, without the necessity of further documentation, be deemed amended as of the beginning of its first Accounting Period to reflect such increased Floor Area, and each Party's Allocable Share under Section 1.3 shall be correspondingly adjusted. If the Floor Area so determined exceeds the Initial Planned Floor Area for such Party stated in Section 8.1 by more than one percent (1%), such Party shall furnish additional Automobile Parking Area in a location and of a nature and design approved by the Parties pursuant to all of the applicable provisions of Article 3 to satisfy the requirements of Section 9.3 for all such excess Floor Area.

Notwithstanding anything to the contrary contained in this REA, during the period of any damage, destruction, razing, rebuilding, repairing, replacement or reconstruction to, on or of any Store, the Floor Area of such Store shall be deemed to be the same as the Floor Area of such Store immediately prior to such period, and upon the completion of the rebuilding, repairing, replacement or reconstruction of such Store, the architect of such Party shall make a new determination of Floor Area for such Store in accordance with all applicable provisions of this Section 1.14.

Section 1.15 Indemnify. The term "Indemnify" means to indemnify, defend (by counsel approved by the indemnitee), protect and hold harmless the indemnitee, and such indemnitee's officers, directors, partners, agents, servants and employees from and against all loss, claims, liability, actions, liens, proceedings costs and expenses, including reasonable

attorneys' fees, (collectively, a "Loss") resulting from the death of or bodily or personal injury to any Person or physical damage to or loss of property arising out of the acts or omissions of the indemnitor or its agents or employees.

Section 1.16 Initial Planned Floor Area. The term "Initial Planned Floor Area" means the Floor Area which each of Broadway, Penney and Bullock's has constructed on its Tract, and which each of May and Developer has designated as the amount of Floor Area it anticipates constructing or has constructed on its Tract, as provided in Section 8.1 hereof and as the same may be adjusted pursuant to Section 1.14, and which amount of Floor Area has been utilized in this REA for purposes of determining (a) each Party's Allocable Share, and (b) the extent of Common Area and Automobile Parking Area required for the Shopping Center.

Section 1.17 Majors. The term "Major" or "Majors" means the Party as to the Broadway Tract, the Bullock's Tract, the Penney Tract and the May Tract, severally or collectively, as may be appropriate.

Section 1.18 Mortgage and Mortgagee; Sale and Leaseback. The term "Mortgage" means an indenture of mortgage or deed of trust on a Tract, or a Sale and Leaseback. The term "Mortgagee" means either (i) the mortgagee under a Mortgage, (ii) the trustee and beneficiary under a Mortgage, or (iii) the fee owner or sublessor following a Sale and Leaseback. The term "Mortgagee" shall not refer to any of the foregoing Persons when in possession of the Tract of any Party.

A "Sale and Leaseback" means a transaction whereby a Party conveys the fee or a leasehold estate in its Tract and the improvements thereupon and such conveyance is followed immediately by a leaseback of the entirety of such Tract and the improvements thereupon to such Party, or to a parent or subsidiary of such Party.

Section 1.19 Occupant. The term "Occupant" means Developer, the Majors and any Person from time to time entitled to the use and occupancy of Floor Area, or a Shopping Center

management office or merchants' association office in the Shopping Center, under any lease, deed or other instrument or arrangement.

Section 1.20 Operate, Operating, Operation. The terms "Operate" or "Operating" or "Operation" mean: (a) as respects each Store, that such Store is open to the general public for business during its business hours except when temporarily not so open for business by reason of the occurrence of any event described in Articles 14 or 15 hereof, or during any period of restoration or reconstruction of such Store pursuant to Articles 12 or 15, or by reason of such reasonable interruptions as may be incidental to the conduct of business; (b) as respects the Enclosed Mall, that the Enclosed Mall is open to the general public in accordance with Section 19.1(i) and is being maintained in accordance with the requirements of Article 9 hereof, subject to reasonable temporary interruptions contemplated by Articles 14 and 15, or during any period of restoration or reconstruction pursuant to Articles 12 or 15; and (c) as respects all other Common Area, that the Common Area is available for the uses contemplated herein, subject to reasonable temporary interruptions contemplated by Articles 14 and 15, or during any period of restoration or reconstruction pursuant to Articles 12 or 15, and is being maintained in accordance with the requirements of Article 9 hereof.

For purposes of defining the term "Operate" as used in Section 20.2 only, the phrase "temporarily not so open for business by reason of the occurence of any event described in Articles 14 or 15" as used in this Section 1.20 shall mean a period of time no more than twelve (12) consecutive months.

Section 1.21 Outbuilding. The term "Outbuilding" means those buildings located or to be located on the Broadway Tract and the Penney Tract, respectively, designated on Exhibit B hereof as "Broadway Outbuilding No. 1", "Broadway Outbuilding No. 2" and "Broadway Outbuilding No. 3" and "Penney Outbuilding", as

the same may exist from time to time, including any additions and alterations thereto and replacements thereof.

Section 1.22 Parking Structure. The term "Parking Structure" means the multi-level parking structure which Agency has constructed on Agency Tract E-2 as shown on Exhibit B. The Parking Structure includes, without limitation, any incidental and interior roadways and ramps, curbs, elevators, stairways, exit stairs, directional signs, landscaping within or appurtenant thereto and all improvements which at any time are located thereon or as a part thereof, as the same may exist from time to time, including any additions and alterations thereto and replacements thereof or expansions thereto permitted under the terms of this REA.

Section 1.23 Party or Parties. The term "Party" or "Parties" means CenterMark Properties of West Covina, Inc., Carter Hawley Hale Stores, Inc., Bullock's Properties Corp., J. C. Penney Properties, Inc., The May Department Stores Company, and any successor Person acquiring any interest in or to any portion of the Tract of such Person(s), except as is otherwise provided in subparagraphs (a), (b), (c) and (d) of this Section 1.23.

The exceptions to a successor becoming a Party by reason of any transfer or conveyance of the whole or any part of the interest of any Party in and to such Party's Tract are as follows:

(a) While and so long as the transferring Party retains the entire possessory interest in the Tract or portion thereof so conveyed by the terms of a Mortgage, the Person owning such possessory interest and not the Mortgagee shall have the status of Party.

(b) If the transfer or conveyance is a Sale and Leaseback or is followed immediately by a leaseback or subleaseback to such Party of the same Tract or a portion thereof or the improvements thereupon, then only the lessee or sublessee, as the case may be, entitled to possession of the Tract (or the

improvements only if the leaseback does not include the land) shall have the status of Party, so long as the lease or sublease in question, as the case may be, has not expired or been terminated.

(c) If the transfer or conveyance is made pursuant to a lease or sublease, other than as provided in subparagraph (b) above, then the lessor or sublessor, as the case may be, shall retain the status of Party.

(d) If the successor acquires by such transfer or conveyance:

(i) an interest in less than all of a Party's Tract; or

(ii) less than the entire interest of a Party in its Tract, such as that of joint tenant, tenant in common, or a life estate; or

(iii) an undivided interest, legal or equitable, in any of the assets of any Party, which asset interest does not also constitute an interest in the Party's Tract; then, in the circumstances described in this subparagraph (d), all of the Persons holding interests in such Tract are to be jointly considered a single Party. In order that other Parties shall not be required with respect to said Tract to obtain the action or agreement of, or to proceed against, more than one Person in carrying out or enforcing the terms of this REA, then in the circumstances described in subparagraph (d)(i) above, the Persons holding the interest of the Party in and to not less than seventy percent (70%) of the Tract in question, shall designate one of their number as such Party's agent to act on behalf of all Persons holding an interest in such Tract, and in the circumstances described in subparagraph (d)(ii) above, the holders of the interests totaling not less than seventy percent (70%) of the entire estate in and to the Tract in question, shall designate one of their number as such Party's agent to act on behalf of all Persons holding an interest in such Tract. If any Tract is owned by Persons owning an undivided interest therein

under any form of joint or common ownership, then in the determination of such seventy percent (70%) interest, each such owner of such undivided interest shall be deemed to represent a percentage in interest of the whole of such ownership equal to his fractional interest in such Tract. In the case of life tenancies established for one or more life tenants and one or more remaindermen, the interests of the life tenants only shall for the purposes of this Section 1.23 be deemed to represent the entire interest in the Tract, and his or their determination hereunder shall be final and binding on the remaindermen (and if created by way of trust, on such trust, trustor, trustee and trust beneficiaries). In the circumstances described in subparagraph (d)(iii), to wit: if any Tract, or portion or portions thereof, is or are owned by any form of entity or entities and the interests of the Persons owning such entity or entities are not interests in the Tract or portion or portions thereof (for example, the interest of a beneficiary under a trust), the Person owning each such interest shall nevertheless be deemed to represent a percentage interest of the whole ownership of the Tract, or portion or portions thereof, as the case may be, which percentage shall be equal to the fractional interest of such Person in the entity or entities, and the holders of interests totaling not less than seventy percent (70%) of the entire interest in and to said Tract shall designate one of their number to act as such Party's agent on behalf of all Persons holding an interest in such entity or entities. In any of the circumstances described in this subparagraph (d), any interest owned by any Person who is a minor or is otherwise suffering under any legal disability shall be disregarded in the making of such designation unless there is at such time a duly appointed guardian or other legal representative fully empowered to act on behalf of such Person.

Until such time as written notice of such designation is given and recorded in the office of the County Recorder of Los Angeles County, and a copy thereof is served upon each of the other Parties in the manner set forth in Section

24.1, the acts of the Person who was the Party prior to the transfer or conveyance (whether or not he retains any interest in the Tract in question) shall be binding upon all Persons having an interest in said Tract in question; provided, however, in the following instances all of the other Parties, acting jointly, or in the failure of such joint action, any other Party at any time may make such designation of the Party's agent:

(1) If at any time after any designation of a Party's agent, in accordance with this Section 1.23, there shall for any reason be no duly designated Party's agent of whose appointment all other Parties have been notified as herein provided; or

(2) If a Party's agent has not been so designated and such notice has not been given thirty (30) days after any other Party shall become aware of any change in the ownership of any portion of the Shopping Center; or

(3) If the designation of such Party's agent earlier than the expiration of such thirty (30) day period shall be reasonably necessary to enable any other Party to comply with any of its obligations under this REA or to take any other action which may be necessary to carry out the purposes of this REA.

If the other Parties designate an agent for one of the Parties as provided above, the Persons constituting the Party in question shall be entitled subsequently to change such designation by following the procedures set forth in this subparagraph (d).

The exercise of any powers and rights of a Party by such Party's agent shall be binding upon all persons having an interest or right in the Party's Tract and upon all Persons having an interest in the Party to the same extent as if such exercise had been performed by such a Party. The other Parties shall have the right to deal with and rely solely upon the acts or omissions of such Party's agent in the performance and enforcement of the obligations of the respective Parties

under this REA to the same extent as if such Party's agent were dealing for all Persons comprising the Party in question; but such designation shall not relieve any Person from the obligations created by this REA.

Any Person designated a Party's agent pursuant to this Section 1.23 shall be the agent of the principals upon whom service of any process, writ, summons, order or other mandate of any nature of any action, suit or proceeding arising out of this REA, or any demand for arbitration, may be made, and service upon such Party's agent shall constitute due and proper service of any such matter upon such agent's principals. Until a successor Party's agent has been appointed and notice of such appointment has been given pursuant to this Section 1.23, the designation of a Party's agent shall remain irrevocable.

Upon any transfer, conveyance or reversion of title or interest which transfer, conveyance or reversion of title or interest would create a new Party, pursuant to the terms hereof, then the powers, rights and interest herein conferred upon the Party with respect to the Tract so transferred, conveyed or reverted shall be deemed assigned, transferred, conveyed or reverted to such transferee, grantee or the holder of the reversionary title or interest, and the obligations of such Party accruing with respect to periods from and after the date of such transfer, conveyance or reversion automatically shall, without further documentation, be deemed assumed by such transferee, grantee or the holder of the reversionary title or interest with respect to the Tract so acquired. No Mortgagee, or Person claiming by, through or under a Mortgagee, who is not in possession of a Tract or does not have the status of the Party as to such Tract shall have or be deemed to have the powers, rights and interest or to have assumed the obligations of the Party as to such Tract unless such Mortgagee or such Person expressly accepts and assumes in writing in recordable form such powers, rights, interest and obligations.

If J. C. Penney Company, Inc., a Delaware corporation, shall execute a written guarantee of any of the obligations of J. C. Penney Properties, Inc. under this REA, it is expressly understood and agreed that so long as J. C. Penney Company, Inc. is in actual occupancy of the Penney Tract, or is the lessee of the Penney Tract under a lease or sublease agreement with J. C. Penney Properties, Inc. or any other person, then notwithstanding the fact that J. C. Penney Properties, Inc. shall be the fee owner of the Penney Tract, such fee owner shall not be a Party, but J. C. Penney Company, Inc. shall for all purposes of this REA be considered a Party and the term "Penney" shall be deemed to mean J. C. Penney Company, Inc.

Section 1.24 Perimeter Sidewalks. The term "Perimeter Sidewalks" means those areas on a Party's Tract adjacent to a Party's Store between exterior building faces and interior curb faces, including sidewalks, stairs, landscaping, irrigation systems and all other surface improvements within said areas.

Section 1.25 Permittees. The term "Permittees" means all Occupants and their respective officers, partners, directors, employees, agents, contractors, customers, visitors, invitees, licensees and concessionaires.

Section 1.26 Person. The term "Person" means individuals, partnerships, firms, associations and corporations, and any other form of business or government entity, and the use of the singular shall include the plural.

Section 1.27 Phase I. The term "Phase I" means those certain buildings and other improvements in the Shopping Center which were completed and in Operation prior to January 1, 1991, and which are shown as Phase I on Exhibit B. The term "Phase I Common Area" means those Common Area improvements in Phase I, including, without limitation, the Phase I Enclosed Mall, as shown on Exhibit B. The term "Phase I Developer Mall Stores" means those buildings on the Developer Tract which abut the Enclosed Mall in Phase I, as shown on Exhibit B. The term

"Phase I Enclosed Mall" means that portion of the Enclosed Mall in Phase I shown on Exhibit B.

Section 1.28 Phase II. The term "Phase II" means those certain buildings and other improvements which are being added to the Shopping Center pursuant to this REA subsequent to January 1, 1991, and which are shown as Phase II on Exhibit B, and which are to be designed and constructed in accordance with the provisions of Articles 3, 4, 5, 6 and 7 hereof, if applicable. The term "Phase II Common Area" means those improvements on the Common Area to be constructed in Phase II, including, without limitation, the Phase II Enclosed Mall, as shown on Exhibit B. The term "Phase II Developer Mall Stores" means those buildings on the Developer Tract which abut the Enclosed Mall in Phase II shown on Exhibit B. The term "Phase II Enclosed Mall" means that portion of the Enclosed Mall in Phase II shown on Exhibit B.

Section 1.29 Project Architect. The term "Project Architect" means RTKL of Los Angeles, California, or such other architect or architects duly licensed to practice in the State of California as may be designated by Developer and approved by all the Majors.

Section 1.30 Scheduled Opening Date. The term "Scheduled Opening Date" means October 15, 1993, both for Developer, as to the Phase II Developer Improvements, and for May, as to the May Store, as such date may be extended for May pursuant to the provisions of Section 6.2 below.

Section 1.31 Separate Agreement(s). The term "Separate Agreement(s)" means each separate agreement entered into concurrently herewith between a Major and Developer whereby Developer and such Major have set forth certain agreements between Developer and such Major not set forth herein. This reference to such Separate Agreements shall be deemed to impart constructive notice to all Persons as to the existence of such Separate Agreements. In the event of a conflict between the obligations of a Major as set forth in this REA and as set forth

in such Separate Agreement, as between the Developer and such Major only, the provisions of such Separate Agreement shall control.

Section 1.32 Store or Stores. The term "Store" or "Stores" means the buildings (exclusive of the Enclosed Mall) located or to be located on the respective Store Sites on the Developer Tract, and/or the Broadway Tract, and/or the Bullock's Tract, and/or the Penney Tract, and/or the May Tract, as the context may require, as the same may exist from time to time, including any additions and alterations thereto and replacements thereof, and which shall include any loading docks and the Outbuildings, except where specifically otherwise provided.

Section 1.33 Store Site or Store Sites. The term "Store Site" or "Store Sites" means the area or areas so designated on Exhibit B hereof within which the Parties' respective Stores have been constructed or shall be constructed, as the case may be.

Section 1.34 Termination Date. The term "Termination Date" means the date or dates on which this REA shall terminate in whole or in part pursuant to Articles 15 or 26 hereof.

Section 1.35 Tract or Tracts. The term "Tract" or "Tracts" means the Developer Tract, and/or the Broadway Tract, and/or the Bullock's Tract, and/or the Penney Tract, and/or the May Tract, and/or the Agency Tract, as the context may require.

Section 1.36 Work or Construction. The terms "Work" or "Construction" mean initial construction under this REA, and except where otherwise specified, subsequent construction, alterations, repair, restoration, rebuilding, demolition and razing of any improvements within the Shopping Center.

Section 1.37 Including. Unless otherwise expressly provided, the term "including" means "including but not limited to", whether or not such words or words of similar meaning are used in conjunction with such term.

END OF ARTICLE

ARTICLE 2

EASEMENTS

Section 2.1 Definitions and Documentation. This Article 2 sets forth the easements and the terms thereof which the Parties and Agency grant to each other, for the periods set forth with respect to each such easement. For the purposes of this Article 2, the following will apply:

(a) A Party or Agency granting an easement is called the "Grantor"; the grant shall bind such Party or Agency and its successors and assigns.

(b) A Party to whom the easement is granted is called the "Grantee". The Grantee may permit and designate, from time to time, its Permittees to use such easement, provided that no such permission shall authorize a use of the easement in excess of the use intended at the date of the grant of such easement.

(c) The word "in" with respect to an easement granted "in" a particular Tract means, as the context may require, "in", "to", "on", "over", "through", "upon", "across" and "under", or any one or more of the foregoing.

(d) The term "Separate Utility Lines" means any of the following which were installed in Phase I or are to be installed in Phase II or subsequently installed during the term of this REA and which are not installed as Common Area Work (as that term is defined in Section 5.2 hereof): utility facilities not available for use by all Parties, including sewer systems (including, without limitation, underground storm and sanitary sewer systems), underground domestic water systems, underground natural gas systems, underground electrical systems, fire protection water systems, underground telephone systems and equipment communication and POS lines, and underground cable television systems, if any.

(e) The term "Common Utility Lines" means any of the following which were installed in Phase I or are to be

installed in Phase II or subsequently installed during the term of this REA as Common Area Work: utility systems and facilities for the service of the Common Area, or for use in common by all Parties, including sewer systems (including, without limitation, underground storm and sanitary sewer systems), underground domestic water systems, underground natural gas systems, underground electrical systems, fire protection water systems, underground telephone systems and equipment communication and POS lines, underground cable television systems, if any.

(f) The term "Utility Lines" means collectively the Separate Utility Lines and Common Utility Lines.

(g) The grant of an easement by a Grantor shall bind and burden its Tract, which shall be deemed to be the servient tenement (where only a portion of the Tract is bound and burdened by the easement, only that portion shall be deemed to be the servient tenement).

(h) The grant of an easement to a Grantee shall benefit its Tract, which shall be deemed to be the dominant tenement (where only a portion of the Tract is so benefitted, only that portion shall be deemed to be the dominant tenement).

(i) Unless specifically provided otherwise, each easement granted herein is non-exclusive and irrevocable, subject to the provisions of this Article 2 and Section 15.9, for the duration of the term of such easement as herein set forth.

(j) All easements granted hereunder shall exist by virtue of this REA, without the necessity of confirmation by any other document. On the termination of any easement (in whole or in part), or its release in respect of all or any part of any Tract, the same shall be deemed to have been terminated or released without the necessity of confirmation by any other document. Notwithstanding the foregoing, on the request of any Party or Agency, any other Party or Agency shall sign, acknowledge and deliver a document approved in form and substance by the non-requesting Party or Agency memorializing the existence (including the location and any conditions), or the termination

(in whole or in part), or the release (in whole or in part), as the case may be, of any easement on the Tract of the nonrequesting Party or Agency.

(k) No grant of easement pursuant to this Article 2 shall impose any greater obligation on any Party to construct or maintain its Store than is expressly provided in this REA.

(l) All easements granted herein are easements appurtenant and not easements in gross.

Section 2.2 Easements for Automobile Parking and Access. Each Party hereby grants to each of the other Parties easements over the Common Area of the Grantor's Tract, for ingress to and egress from the Grantee's Tract and for the passage and parking of vehicles and for the passage and accommodation of pedestrians, on such respective portions of such Common Area as are from time to time set aside, maintained and authorized for such uses and for doing such other things as are authorized or required to be done upon Common Area pursuant to this REA.

Each Party hereby reserves the right to eject or cause the ejection from the Common Area on its Tract of any Person not authorized, empowered or privileged to use the Common Area of such Tract. Notwithstanding the foregoing, each Party reserves the right to close-off the Common Area of its Tract for such reasonable period or periods of time as may be legally necessary, in the reasonable opinion of its legal counsel, to prevent the acquisition of prescriptive or adverse possessory rights by anyone; provided that prior to closing off any portion of the Common Area, such Party shall give written notice to each other Party of its intention to do so, and shall coordinate such closing with all other Parties so that no unreasonable interference with the Operation of the Shopping Center shall occur.

Notwithstanding any other provision of this REA, the easements granted under this Section 2.2 shall terminate and expire as to the Tract of a Grantor on the Termination Date as to

that Tract, and the easements granted under this Section 2.2 benefiting such Tract shall concurrently terminate.

Section 2.3 Easements for Utilities and Drainage. Each Party hereby grants to the other Parties and to Agency, respectively, easements in the Common Area of its Tract (other than in the Enclosed Mall and in any Store Site) for the installation, operation, flow and passage, use, maintenance, repair, replacement, relocation and removal of Utility Lines and for the flow of surface water onto and upon the Tract of the Grantor. All Utility Lines (whether or not installed pursuant to the easements granted herein) shall be underground. The location of all easements for Utility Lines granted by the Parties in this Section 2.3 not existing as of January 1, 1991, shall be subject to the prior written approval of the Party in whose Tract the same is to be located.

The Grantee of an easement for any Separate Utility Lines shall be responsible, as between the Grantor and the Grantee thereof, for the installation, maintenance and repair of such Separate Utility Lines. Any such maintenance and repair shall be performed only after two (2) weeks notice to the Grantor of the Grantee's intention to do such Work and after consultation with and consent of the Grantor as to the timing and of the performance of such Work, except in the case of emergency, where any such Work may be performed immediately after such advance notice to Grantor as is practicable under the circumstances, and shall be done without cost to the Grantor, and in such manner as to cause as little disturbance in the use of the Common Area as may be practicable under the circumstances. The Grantor shall not unreasonably withhold its consent to such Work, and shall not unreasonably delay such Work. All portions of the surface area of Grantor's Tract which may have been excavated, damaged or otherwise disturbed as a result of such Work shall be restored at the sole cost of Grantee to essentially the same condition as the same were in prior to the commencement of any such Work. The Grantee shall Indemnify Grantor in connection with the Grantee's

exercise of the easement for Separate Utility Lines under this section, except to the extent that Loss is occasioned by Grantor's active negligence or willful wrongdoing. None of such Work upon or restoration of the Grantor's Tract, except emergency repair Work, shall be initiated or carried on during the period from November 20 through January 5 or the period two (2) weeks prior to Easter, and any Work or restoration in progress shall be prosecuted to completion prior to the foregoing periods.

At any time, the Grantor of any of the easements granted pursuant to this Section 2.3 shall have the right to relocate on the Tract of the Grantor any such Utility Lines then located on the Tract of the Grantor, provided that such relocation shall be performed only after thirty (30) days notice of the Grantor's intention to so relocate shall be given to the Grantee, and such relocation: (i) shall not interfere with or diminish the utility services to the Grantee; (ii) shall not reduce or unreasonably impair the usefulness or function of such Utility Lines; (iii) shall be performed without cost to Grantee, using materials of similar character and quality as originally used; and (iv) shall be underground. Notwithstanding such relocation, maintenance of such Utility Lines shall, subject to Sections 9.2 and 12.2, be the obligation of the Grantee, or Developer in the case of Sections 9.2 and 12.2; provided that if there shall be any material increase in such cost on account of such relocation, the Grantor shall bear the cost of such resultant increase.

Subject to Section 2.10, the easements granted by this Section 2.3 shall be perpetual and survive the Termination Date.

From and after the Termination Date as to either the dominant or the servient tenement, there shall be no addition, expansion, relocation or new installation by Grantee of any Utility Lines on the Grantor's Tract, and the obligations for maintenance, repair, reconstruction and replacement (and for the cost of any such items) of existing Utility Lines shall be governed by common and statutory laws applicable to such ease-

ments; provided, however, that all other provisions of this Section 2.3 (including the indemnity provisions) shall not be affected and shall continue in full force for so long as any such easements shall remain in effect.

Each Party shall, to the extent the same shall not result in the loss of compensation otherwise payable by reason of condemnation, individually execute or join in the execution of such written easements or other instruments as may be reasonably required in order to effectuate the installation and use of Utility Lines in accordance with the provisions of this Section 2.3.

Section 2.4 Construction License and Encroachment Easements.

(a) Common Area Easements. Each Party with respect to the Common Area on its Tract hereby grants to all other Parties a temporary license for ingress and egress to and from such Common Area for the purpose of performing construction on the Grantee's Tract pursuant to Articles 4, 5, 6, 7, 12 and 15, and restoration, repairs, alterations, additions and improvements pursuant to Articles 12 and 15, during the period that such Work is being performed, subject to the provisions of Article 7. Each Party with respect to the Common Area on its Tract hereby grants to the Party possessing the adjoining Tract easements in the Common Area, and where appropriate as hereinafter set forth in the respective Store Sites, for the (i) construction, pursuant to Articles 4, 5, 6 and 7, (ii) restoration thereof pursuant to Articles 12 and 15, and (iii) use and maintenance, of the following improvements: (a) Common Building Components, including but not limited to separate or common footings, foundations and supports to a maximum lateral distance of six feet (6') and common walls and any attachments to walls, provided that the manner of attachment shall be designed in accordance with good construction practice in the manner customary for such improvements and so as not to impose any seismic

or other load on Grantor's building improvements unless otherwise approved in writing by Grantor and Grantee, (b) canopies, roof flashings, roof and building overhangs and facades, awnings, alarm bells, signs, lights and lighting devices and other similar appurtenances, but as to all of the foregoing, only if attached to the building of the Grantee, to a maximum lateral distance of fourteen feet (14'), and (c) electrical and similar vaults and HVAC supply/exhaust shafts below the surface of such Common Area to a maximum lateral distance of fourteen feet (14'), as any of the items described in (a) through (c) above are shown in the working drawings for such building, which drawings as they relate to the foregoing shall be submitted to the Grantor at least sixty (60) days prior to the date of commencement of construction and shall require specific approval by the Grantor separately from the approvals required pursuant to Articles 4 and 6; such approval shall not obligate Grantor to perform any Construction.

On completion of the improvements referred to in (a) through (c) above in accordance with the approved working drawings, and on the request of any Party, the Parties shall join in the execution of an agreement, in recordable form, appropriately identifying the nature and location of each such improvement, and the location of the easements granted in this Section 2.4 shall not be changed without the approval of Grantor in its sole discretion. Each Party covenants, respectively, that its exercise of such easements shall not result in damage or injury to the buildings or other improvements of any other Party, and shall not interfere with or interrupt the business operation conducted by any other Party in the Shopping Center. Common footings shall be compatible with the design of the building erected or to be erected by the Grantor, and the plans for such footings shall be subject to the approval of the affected Parties. If common footings are approved, the first Party prepared to construct footings for its building shall, upon request, be furnished by the other Party sharing such footings with all required live load and dead load requirements, column locations, anchor conditions

and beam locations, if applicable, as well as any other information reasonably required by the Party first constructing in order to cast same in the common footings at the time of concrete placement. The cost of common footings shall be allocated between such Parties based on the weight each Party's building will place on such common footings. Each Grantee agrees to pay the Grantor the additional cost of Construction, maintenance, repair and replacement of any common footings, foundations and retaining walls, or any other structure constructed by Grantor, which arises on account of Grantee's exercise of its easement rights under this Section 2.4. Each Grantee further agrees to use due care in the exercise of the rights granted in this Section and, if the exercise of the rights granted under this Section requires Grantee to enter upon the Tract of Grantor, to first obtain the consent of Grantor as to the method and timing of the exercise of such rights. Each Grantee, at its expense, shall promptly repair, replace or restore any and all improvements of Grantor which have been damaged or destroyed in the exercise of the easements by Grantee granted under this Section and shall Indemnify Grantor in connection with Grantee's exercise of its rights pursuant to said easements, except to the extent that Loss is occasioned by Grantor's active negligence or willful wrongdoing. Grantee's improvements constructed in the exercise of such easements shall for purposes of maintenance, Operation, insurance, taxes, repairs, reconstruction and restoration be deemed part of the Grantee's Tract or Store.

Each Grantor of an easement for improvements described in clause (a) above covenants to the Grantee that if all or any part of the Grantor's Store is removed or destroyed at a time when it is not required to restore the same, it will leave in place any foundations, party walls and load-bearing walls (or portions thereof) not destroyed if, immediately before such removal or destruction, such foundations or party walls or load-bearing walls (or portions thereof) were shared jointly between such Grantor and Grantee. Grantor shall be obligated to leave

the foundations, party walls and load-bearing walls in place only for so long as that portion of the Store of the Grantee or of the Enclosed Mall sharing such common foundations, party walls or load-bearing walls as originally constructed or as replaced shall stand or shall be in the process of being replaced, and such items shall thereafter be maintained and repaired by Grantee.

Nothing in this Section 2.4 imposes any obligation upon any Grantor to restore or reconstruct all or any part of its Store or the Enclosed Mall after the termination of its obligations to restore or reconstruct as provided in this REA. In addition, nothing in this Section 2.4 prohibits any Grantor from demolishing its Store or the Enclosed Mall after the termination of its obligations to repair or restore the same pursuant to the provisions of this REA.

The easements described in clauses (ii) and (iii) above shall survive the Termination Date and shall not terminate as long as the Grantee's Store is in existence or is in the process of being restored (provided that such restoration has commenced within twelve (12) months from the date of damage or destruction and is diligently pursued to completion). The easements described in clause (i) above shall terminate upon the Termination Date.

(b) Developer Easement for Phase II.

Bullock's hereby grants to Developer an easement in that portion of the Bullock's Tract depicted on Exhibit B attached hereto for the (i) construction, pursuant to Articles 4, 5 and 7, (ii) restoration pursuant to Articles 12 and 15, and (iii) use and maintenance, of portions of the Phase II Enclosed Mall and Developer Mall Stores. Developer covenants that its exercise of such easement shall not result in damage or injury to the buildings or other improvements of Bullock's or any business operation conducted on its Tract. Developer, at its expense, shall promptly repair, replace or restore any and all improvements of Bullock's which have been damaged or destroyed in the exercise of the easement granted under this Section 2.4 (b)

and shall Indemnify Bullock's in connection with Developer's exercise of its rights pursuant to said easement, except to the extent that Loss is occasioned by Bullock's active negligence or willful wrongdoing. For purposes of maintenance, Operation, insurance, taxes, repairs, reconstruction and restoration, the Phase II Developer Improvements constructed in the exercise of such easement shall be deemed part of the Developer Tract. The easement granted in this Section 2.4 (b) shall survive the Termination Date and shall not terminate as long as such Developer Improvements are in existence or are in the process of being restored (provided that such restoration has commenced within twelve (12) months from the date of damage or destruction and is diligently pursued to completion).

Section 2.5 Agency Grant of Easements.

(a) Automobile Parking and Access. Agency hereby grants to each of the Parties, for their respective use, and for the use of their respective Permittees, in common with all others entitled to use the same pursuant to this REA, non-exclusive easements in the Agency Tract for ingress to and egress from the Agency Tract and for the passage and parking of vehicles and the passage and accommodation of pedestrians on such respective portions of the Agency Tract as are set aside, maintained and authorized for such use pursuant to the terms of this REA, and for the doing of such other things as are authorized and required to be done on the Agency Tract pursuant to this REA. The easements granted by Agency pursuant to this subparagraph (a) shall survive the Termination Date and continue so long as the Grantee's Store is in existence or is in the process of being restored or replaced (provided that such restoration or replacement has commenced within eighteen (18) months following the date of destruction or demolition). Notwithstanding the foregoing, the easements for access shall be perpetual.

(b) Utilities. Agency hereby grants to each of the Parties non-exclusive easements in the Agency Tract for the installation, operation, flow and passage, use, maintenance,

repair, relocation and removal of Utility Lines, and for the flow of surface water onto and upon the Agency Tract, all of which Utility Lines (except those within the Parking Structure which are concealed) shall be underground. The location of such easements for Utility Lines shall be subject to the approval of Agency. Subject to Section 2.10, the easements granted by this subparagraph (b) shall be perpetual and survive the Termination Date. Agency shall, to the extent the same shall not result in the loss of compensation otherwise payable by reason of condemnation, individually execute or join in the execution of such written easements or other instruments as may be reasonably required in order to effectuate the installation and use of Utility Lines in accordance with the provisions of this Section 2.5 (b).

(c) Construction and Encroachments. Agency hereby grants to each of the Parties a temporary license and non-exclusive easements in the Agency Tract for the purposes and the term provided in, and subject to the terms and conditions of, Section 2.4 above.

Section 2.6 Fire and Service Corridor Easements. Developer hereby grants to the Majors such easements over the Developer Tract as any Major may require in order to provide emergency fire exit corridors or stairs as required by building codes leading from the Store or Stores of such Majors to the Automobile Parking Area or such other location in the Common Area as is required by applicable codes. Developer and such Major mutually shall approve the location of the emergency fire exit or service corridors or stairs and the cost, if any, incurred by Developer in providing any such emergency fire exit or service corridors or stairs, and such Major shall reimburse to Developer such mutually approved cost. Notwithstanding the designation of such improvements as emergency fire exit or service corridors, all such corridors may be used for such other purposes as may be permitted by law. The easements granted under this Section 2.6 shall survive the Termination Date and shall not terminate as

long as the Grantee's Store is in existence or is in the process of being restored.

Section 2.7 Penney Sign Easement. Developer hereby grants to Penney an easement upon the facade of Developer Mall Store I, in the location shown on Exhibit B, for the purpose of erecting, constructing, using and maintaining a sign, which shall not exceed three feet (3') in height or twenty-four feet (24') in length, identifying the trade name of the department store business located on the Penney Tract, together with an easement for necessary power lines from the Penney Store to such sign. The easement granted by this Section 2.7 shall remain in existence so long as both the Penney Store and Developer Mall Store I shall be in existence in the Shopping Center (including any period of reconstruction pursuant to Article 12), but not beyond the Termination Date.

Section 2.8 Penney Loading Dock Easement. Developer hereby grants to Penney an easement over and across a portion of Developer Tract A-3 for the purpose of using and maintaining a portion of the loading dock and an attached masonry wall constituting a portion of the Penney Store. The location of said easement is the area described on EXHIBIT A--PART IX attached hereto and incorporated herein by reference, and the area of such easement shall be deemed part of the Penney Store and the Penney Tract.

The easement granted by this Section 2.8 shall remain in existence so long as the Penney Store shall be in existence (including any period of reconstruction pursuant to Article 12), and shall survive the Termination Date if the Penney Store is in existence at that time.

Section 2.9 Pedestrian Bridges. Agency and Penney, each as to their respective Tracts in the areas designated as "Pedestrian Bridge" on Exhibit B, hereby grant to Developer an easement for the erection and construction and attachment of such pedestrian bridges and for the maintenance and repair thereof. Each such bridge so erected and constructed

shall at all points where it crosses any access drive be maintained in such a manner as to at all times provide for a clearance from such access drive of not less than 14'6".

The easements granted by Agency and Penney to Developer pursuant to this Section 2.9 shall remain in existence so long as both the Parking Structure and the Enclosed Mall shall be in existence in the Shopping Center, as to the Agency Tract, and so long as both the Parking Structure and the Penney Store shall be in existence in the Shopping Center, as to the Penney Tract, including any period of restoration pursuant to Article 12, and shall survive the Termination Date.

Section 2.10 Abandonment of Easements. The easements granted in Sections 2.3 and 2.5(b) and any Utility Lines within such easements, or any part thereof, may be (i) abandoned by Grantee at any time by notice to Grantor, or (ii) terminated by Grantor at any time after the Termination Date if the use thereof shall have ceased for a period of two (2) years and prior to the resumption of use (a) the then record owner of fee or leasehold interest in the servient tenement notifies (with specific reference to this Section 2.10) the then record owner of fee title of the dominant tenement and, if any, the then record owner of any primary leasehold interest in the dominant tenement, and any Mortgagee of such Tract which has provided a notice as described in Section 24.2, in writing, by United States certified mail, return receipt requested, that such easement has been abandoned, (b) there is placed of record in the Recorder's Office in Los Angeles County, California, an affidavit that such abandonment has taken place and that such notice has been properly given, and (c) such record owner of the fee title to, and any record owner of any primary leasehold interest in, the dominant tenement, and any such Mortgagee, fails to place of record in the Recorder's Office in Los Angeles County, California, within ninety (90) days after such notice, an affidavit that Utility Lines within such easement have been used within such two (2) year period or that it is such record owner's

present intention to use such easement commencing within a reasonable period of time. If such affidavit is filed, in any action alleging abandonment (whatever form same may take), it shall be the burden of the Person alleging such abandonment to establish same by a preponderance of the evidence or by such standards as shall then be required of a party having the burden of proof according to the applicable rules of evidence in civil cases then in effect in the State of California. Any Person at any time acquiring an interest in any Tract after the affidavit described in (b) above has been placed of record shall be entitled to rely absolutely upon the failure of the Person(s) having an interest in the dominant tenement to have placed of record an affidavit of use within such ninety (90) day period, if such is the case, as being conclusive evidence that such easement has been abandoned and terminated.

Section 2.11 Redesignation of Areas Within Store Sites. Subject to Sections 8.1, 8.2, 8.5, 9.3, 19.1 and 20.1, the Parties shall each have the right, at any time and from time to time, to designate, withdraw and redesignate areas within their respective Store Sites (excluding fire exit or service corridors which serve another Party) as Floor Area or Common Area, provided that each Party shall improve said area at its expense in accordance with such designation and with all applicable requirements of this REA, and provided further that during the period a Major is Operating, such Major shall maintain, subject to the provisions of Articles 12 and 15, the building facade of its Store (excluding Outbuildings) so as to provide a building entrance on each level of the Enclosed Mall and to accommodate the complete enclosure of the Enclosed Mall from and after the date of completion of construction of the Enclosed Mall and such Store. Nothing in this Section 2.11 shall be deemed to permit Developer to change the location of the Developer Mall Stores or the Enclosed Mall as shown on Exhibit B.

Section 2.12 Prohibition Against Granting Easements. Except as provided in Section 2.13, no Party or Agency

shall grant or otherwise convey in property within the Shopping Center Site an easement or easements of the type set forth in this Article 2 or otherwise for the benefit of any property not within the Shopping Center Site, provided that each of the Parties acknowledges that the improvements upon the Agency Tract constitute public parking areas available for use by the general public for automobile parking purposes.

Section 2.13 Parking Easements for Adjacent Tract. Each Party acknowledges that Developer has entered into an agreement with the fee owner of the Adjacent Tract, which agreement was recorded in the Official Records of Los Angeles County on December 24, 1973, as Instrument No. 100, granting such owner, for the use of its Permittees, nonexclusive easements over the Automobile Parking Area, for ingress to and egress from such Tract, for the passage and parking of vehicles and passage and accommodation of pedestrians and for the doing of such other things as are authorized and required to be done on such Common Area pursuant to this REA. Said agreement also provides that such owner (i) will make contributions to the expense of Operating and maintaining the Automobile Parking Area on a pro rata basis, according to Floor Area, (ii) will Operate and maintain its property in accordance with this REA and (iii) grants to the Parties and their Permittees non-exclusive easements for parking and pedestrian uses on the portions of the Adjacent Tract, if any, set aside for such uses. Developer will not modify said agreement without the Parties' consent.

END OF ARTICLE

ARTICLE 3

COMMON AREA WORK PLANS

Section 3.1 Scope of Common Area Work Plans. The Parties and Agency agree that initial construction of the buildings and improvements located within Phase I has been completed, including, without limitation, the Broadway Store, the Bullock's Store, the Penney Store, the Parking Structure, the Phase I Developer Improvements and Phase I Common Area (including, without limitation, the Phase I Enclosed Mall). This REA contemplates the demolition of certain buildings in the expansion area and Construction of the buildings and other improvements within Phase II, including, without limitation, the May Store, the Phase II Developer Mall Stores, the Phase II Developer Non-Mall Stores, and the Phase II Common Area (including, without limitation, the Phase II Enclosed Mall). To coordinate the Construction of the Phase II Common Area contemplated by this REA, Developer shall cause the Project Architect to prepare plans and specifications (hereinafter "Common Area Plans") for the general architectural and design concept of Phase II, including the integrated development of the Phase II Common Area and the Phase II Developer Improvements. The Parties shall be consulted frequently during the course of the preparation of the Common Area Plans, and if any Party has a preference as to a particular type of installation, it shall furnish to the Project Architect detailed drawings of such installation or portion thereof for incorporation in the Common Area Plans. From time to time during the course of the preparation of the Common Area Plans, Developer shall cause progressive working drawings of the Common Area Plans, including specifications, to be submitted by the Project Architect to each of the Parties in reproducible form (in sepias or reproducible transparencies) for review and approval. Each document submitted for review pursuant to this Article 3 (except for progressive working drawings) shall be accompanied by a notice specifically

referring to this Section 3.1 and conforming to the requirements of Section 27.5(c). The failure of any Party to respond within the time provided in such notice shall be deemed to constitute approval by such Party. Copies of any response shall be sent to each other Party in the manner provided in Section 24.1. As to items shown in the Common Area Plans which are not in conformity with this REA, or which contain changes from previously approved plans or specifications, (i) any such item shall be specifically identified by highlighting on the transmitted plan or specification, (ii) the cover letter accompanying such transmittal shall specifically identify those items that do not comply and how they do not comply with the requirements of this REA or the manner in which changed from previously approved plans and specifications, and (iii) the transmittal otherwise shall comply with the requirements of Section 27.5(c).

The Common Area Plans shall include:

(a) Schematic Drawings. Developer shall cause schematic drawings to be submitted by the Project Architect to each of the Parties for their review and approval no later than thirty (30) days following the date of this REA. Such schematic drawings shall include elevations, materials to be used and perspective renderings reflecting design concepts for the Phase II Developer Improvements, and the layout of Automobile Parking Area and size and location of other Common Area improvements.

(b) Design Development Drawings. Developer shall cause design development drawings to be submitted to each of the Parties by the Project Architect for their review and approval no later than ninety (90) days after approval of the schematic drawings. Such design development drawings shall be developed from Exhibit B and the approved schematic drawings and shall conform to the requirements of this REA and shall reflect the following, without limitation:

(1) All access roadways, exterior boundary walls or fences, project signs, curbs, curb cuts, entrance driveways, interior roadways, Automobile Parking Area, Utility

Lines, including extensions thereof situated outside the Shopping Center Site to connect to established public utility systems and taps for building connections at points designated by Developer and May, not closer than five (5) feet from the building face, and other similar facilities.

(2) A comprehensive rough and finish grading plan for Phase II, including the size, dimensions and locations of all facilities for common use.

(3) A composite parking layout for the entire Shopping Center, including paving, striping, bumpers, catch basins, curbs, concrete drainage swales, location of lighting standards and lighting systems, designating areas which may be separately illuminated from time to time at the request of any Party.

(4) A composite landscaping plan as prepared by a landscape architect providing for an automatic irrigation system and specifying overall plant materials and planting, together with illustrations of all such plantings.

(5) The conditions, standards and architectural treatment, including architectural elevations and exterior perspective renderings reflecting design concepts of the Phase II Developer Improvements and sample boards showing colors and materials, under which all such improvements shall be located, constructed or installed. Such conditions, standards or architectural treatment shall not be less than the minimum requirements of the City of West Covina and other governmental agencies having jurisdiction over the performance of the work in the Shopping Center, and shall provide that Utility Lines shall not be constructed or maintained above the ground level of the Common Area (except in the Parking Structure).

(6) The Common Area Plans shall not include the design of any Floor Area but shall designate the layout of the Developer Mall Stores (but not the individual units of Occupants) and the general location of all other Floor Area to be constructed pursuant to this REA and all other areas not included

within the definition of "Floor Area" or "Common Area". Said Plans shall also designate the layout and description of vertical transportation, and the location of truck docks, service corridors, and trash collection and compactor areas.

(7) Design and location plans for all Perimeter Sidewalks to be located within Phase II and all truck loading areas, truck tunnels and truck parking, turn-around and dock areas and ramps located within Phase II.

(8) Improvement of adjacent public streets as required by governmental agencies, and other off-site improvements.

(9) Development of criteria for exterior signs acceptable to the Parties.

(c) Final Working Drawings. Within ninety (90) days after the date of approval of the design development drawings, Developer shall cause the Project Architect to prepare and submit a reproducible sepia set of final working drawings for Construction of the Common Area, together with four (4) sets of specifications, to each of the Parties for review and approval; such final working drawings shall be developed from the approved design development drawings.

If a Party does not disapprove and specify any objection or make a proposal to the Project Architect that would add to or change the Common Area Plans at any of the three stages of development described above, with a copy to each other Party, within thirty (30) days from the date of receipt of a submittal in accordance with this Section 3.1 and Section 27.5(c), the drawings so submitted shall be deemed approved. If there is an objection or proposal from any Party, Developer shall cause the Project Architect to call a meeting of all Parties, to be held within fifteen (15) days from the date of receipt by the Project Architect of such objection or proposal, to resolve any objection or proposal with reference to such drawings. All objections or proposals shall be considered at such meeting so that the final form of such drawing can be established at such meeting. If at

such meeting the Parties are unable to agree unanimously, all matters of disagreement shall be resolved by the arbitration procedures set forth in Article 22.

Section 3.2 Additional Improvement Plans. Additional Common Area Plans may be developed by the Project Architect for the future development of the Common Area or may be developed by others and submitted to the Project Architect for approval. Upon such preparation or approval by the Project Architect, as the case may be, Developer shall cause such Common Area Plans to be submitted to each of the Parties for their approval in writing in accordance with the provisions of Section 3.1.

In order to provide continuity and harmonious architectural treatment in the development or approval of such plans, prior approved Common Area Plans shall be followed as a guide in preparing any such additional Common Area Plans and in the establishment of conditions, standards and architectural treatment under which unimproved areas shall be improved or additional improvements shall be made.

Section 3.3 Changes in Plans. Changes may be made in approved Common Area Plans only by the agreement in writing of the Parties. All such proposed changes shall be submitted to each of the Parties and the Project Architect for review and approval in accordance with the requirements of Section 27.5(c), and the nature and extent of the changes shall be delineated in writing and highlighted on the drawings submitted to each Party. In the event any Party shall fail to respond to such changes in writing within thirty (30) days from the date of receipt of such proposed change, such change shall be deemed to have been approved by such Party. The Party or Parties requesting any such changes shall pay any additional costs incurred in connection with such changes, provided that (i) such Party or Parties has approved the cost of such change, (ii) the request for change is made after such Party or Parties has or have approved final Common Area Plans and (iii) the request for change is not the

result of an error by the Project Architect, governmental requirements or a preexisting condition of which the requesting Party or Parties had no prior knowledge.

Section 3.4 Approval and Delivery of Plans. Developer shall cause all approved Common Area Plans to be stamped "approved", dated, and certified by the Project Architect and thereafter maintained by it in a safe and convenient place. Developer shall also cause a reproducible copy of the approved Common Area Plans to be delivered to each Party. In the event of designation of another Project Architect, Developer shall cause all Common Area Plans and other records relating thereto to be delivered to the new Project Architect at the time of such designation. No approval of any Party hereunder shall constitute or be construed as an assumption of responsibility by the approving Party of the accuracy, sufficiency or efficiency of any such Plans.

Section 3.5 Enclosed Mall Design. The general design of, the elevations for, and the architectural treatment of the Phase II Enclosed Mall, excluding the storefronts of Occupants, shall be subject to the prior written approval by the Parties. Each Party shall be furnished schematic drawings, design development drawings and final working drawings developed from Exhibit B for approval in the manner provided in Section 3.1, which shall include plans showing the design and location of all vertical transportation, seating arrangements, directories and all other fixed improvements in the Enclosed Mall. The Phase II Enclosed Mall design shall be similar and equivalent to the design of the Phase I Enclosed Mall.

Notwithstanding anything contained in this Article 3, Bullock's and May, as to the initial construction of their respective Courts within the Phase II Enclosed Mall, and each Major, as to any alterations within its respective Court within the Phase I or Phase II Enclosed Mall, shall have the right of approval (which approval may be granted or withheld in the sole and absolute judgment of each such Major, respectively) of the

design thereof, including, without limitation, decor, floor coverings, layout, decorative elements, landscaping, floor elevations, lighting, wiring and the furnishings of such portions of the Enclosed Mall. Notwithstanding the right of each such Major to approve or disapprove, in its sole and absolute judgment, as hereinabove provided, no disapproval may be predicated on a requirement by such Major which would materially alter the previously approved (as provided in this Article 3 and in Article 4) general design concept of the Enclosed Mall.

In the development of the plans for attachment of the Phase II Enclosed Mall to the May Store and the Bullock's Store, Developer shall cause the Project Architect to consider the facade of the building to which the attachment is to be made, the sheathing of any Enclosed Mall columns adjacent to any such building facade, signing requirements of the Major at its Store entrance into the Enclosed Mall, the insurance requirements for such Major to maintain the quality of its usual fire and extended coverage insurance without increased premium, building code requirements and increased or decreased costs of construction of the structure to which attachment is to be made. There shall be no seismic or other loading imposed upon such Major's Store. The Enclosed Mall shall provide for sprinkler protection within the ceiling plane and at all doors of the Store of each such Major, and shall include any smoke vents and smoke control system interconnections required by code or the foregoing insurance requirements; provided, however, that if such Major elects to locate such smoke vents in the Enclosed Mall which it could have located in its Store, such Major shall reimburse to Developer the costs of installing such smoke vents. Each Major shall have the right to approve, in its sole and absolute judgment, such plans and specifications, and in such determination, each of the requirements set forth above shall be relevant circumstances.

With respect to all new or altered buildings, if a Major's Store is higher in elevation than the adjoining Developer Improvements, then such Major will provide a reglet on its ex-

terior wall approximately eight (8) inches above the roof of the adjoining Developer Improvements, and the Developer will counterflash to such reglet on the Major's building at Developer's cost; if the Developer Improvements adjoining a Major's Store are higher in elevation than such Major's adjoining building exterior wall, Developer will provide a reglet on the exterior wall of the Developer Improvements approximately eight (8) inches above the roof of the adjoining Major's Store, and such Major will counterflash to such reglet on the Developer Improvements at such Major's cost. Developer shall provide an expansion joint of a size acceptable to the Major(s) and the tie-in for the wall connection between the Phase II Developer Improvements and the Store of a Major adjoining such improvements.

Section 3.6 General Design Standards. In the preparation of all Common Area Plans provided for in this Article 3 and of any Common Area Plans for future development or changes in or repair or restoration of the Common Area, the following general design standards shall be followed, as minimums, unless governmental specifications for such work establish higher standards:

(a) Utility Lines shall not be constructed or maintained above the ground level of the Shopping Center Site unless such installations are within enclosed structures and shall conform with requirements of the City of West Covina or other applicable governmental or private agency having jurisdiction of the Work.

(b) Street improvements shown on Exhibit B respecting future and existing streets and roads within or adjacent to the Shopping Center Site shall be made in accordance with the requirements of the City of West Covina or other governmental agency having jurisdiction of the same.

(c) Lighting for the Automobile Parking Area shall be provided by fixtures of such type as the Parties shall approve, with area controls with electric time switches on a seven (7) day program. Except within the Parking Structure, such

lighting shall be sufficient to produce a minimum maintained lighting intensity of not less than one (1) foot candle at all points. Within the Parking Structure, a minimum maintained intensity of not less than ten (10) foot candles shall be achieved, with an average to minimum ratio of not greater than 2 to 1.

(d) The maximum slope within the Automobile Parking Area (which shall not be interrupted with retaining walls or embankments forming a break in grade, except as shown on Exhibit B) shall not exceed three percent (3%) unless otherwise shown on the approved Common Area Plans.

(e) All sidewalks, unenclosed malls and pedestrian aisles shall be of approved materials, and the surface of the Automobile Parking Area and access roads shall be paved by installing a suitable base, surfaced with a bituminous or asphaltic wearing surface, or other approved material.

(f) The surface of that portion of the Enclosed Mall devoted to pedestrian traffic shall be installed in a continuous plane without steps, and the maximum slope in such surface shall not exceed one-half (1/2) of one percent (1%), except where expressly approved by the Parties.

(g) All fire protective systems shall be installed in accordance with the requirements of local authorities having jurisdiction over such installation, and any additional requirements of any qualified, independent inspection firm representing any Party with respect to its improvements, such as Factory Mutual Engineering Association.

(h) The ventilating and cooling system of the Enclosed Mall shall be constructed so as to Operate and be capable of maintaining 75° Fahrenheit dry bulb and fifty percent (50%) humidity inside conditions with outside conditions of 95° Fahrenheit dry bulb and 68° Fahrenheit wet bulb. The entire system shall be automatically controlled.

(i) The quality of (i) the Construction, (ii) the Construction components, (iii) the decorative elements (including landscaping and irrigation systems for the landscaping)

and (iv) the furnishings, and the general architectural character and general design (including, but not by way of limitation, landscaping and decorative elements), the materials selection, the decor and the treatment values, approaches and standards of the Phase II Enclosed Mall shall be comparable, at minimum, to the qualities, values, approaches and standards of the Phase I Enclosed Mall.

(j) The finished surface of the Enclosed Mall shall be established at the same elevation as the corresponding floor of the adjoining Store at all points adjoining such Store, except where expressly approved by the Parties.

(k) The maximum slope of any bridge extending from the Parking Structure to the Developer Mall Stores, the Enclosed Mall, or to any Store, shall not exceed three percent (3%), unless otherwise shown on the approved Common Area Plans.

Notwithstanding the foregoing design standards, the standards of design of the existing Phase I Common Area are approved by the Parties.

Section 3.7 Construction Compatibility. In order to produce an architecturally compatible, unified Shopping Center, each of the Parties agrees that the Construction of its respective improvements shall be performed in accordance with Exhibits B and C hereof and to consult with all other Parties and the Project Architect concerning the exterior design, exterior color treatment and exterior materials to be used in such Construction and to consider the views of all the other Parties and the Project Architect with respect thereto prior to selecting the specific materials and colors for its improvements. The design standards for the Perimeter Sidewalks and the Common Area Work shall be compatible for all Tracts. Without limitation of Section 3.5, the exterior design of the Phase II Developer Mall Stores and the interior design of the Phase II Enclosed Mall shall conform to the exterior design of the Phase I Developer Mall Stores and the interior design of the Phase I Enclosed Mall,

respectively, and shall comply with City of West Covina approvals under any applicable precise plan or zoning ordinance.

Section 3.8 Plans for Stores. In order that the Shopping Center shall be designed and constructed so that the buildings on each Tract shall be architecturally compatible with the whole, Developer and May each shall, within ninety (90) days after the execution of this REA, and any Party hereafter remodeling or reconstructing the exterior of its Store shall, at least ninety (90) days prior to commencement of such Construction, deliver to the Project Architect and to each other Party one copy of the drawings ("Store Plans") showing the proposed exterior design, including color, material and architectural treatment of its respective Stores or improvements to be constructed in Phase II. Within twenty (20) days after the receipt thereof, any Party may notify the Project Architect of any exterior design features, color or material of the Store Plans which in such Party's belief are not compatible with the design concept for Phase II approved as provided in Section 3.1. In the event of any such notice to the Project Architect respecting the Store Plans, the Project Architect shall notify the submitting Party thereof and such Party agrees to cause its architect thereafter to work in good faith with the Project Architect and the other Parties so that the improvements to be constructed will be in harmony with the approved architectural general concept of the Shopping Center. Notwithstanding the foregoing, no Party shall have the right to approve the Store Plans of any Major. The Parties hereby approve the exterior design, color and materials of all buildings and improvements and the design concept of the Phase I improvements. The Store of each Major (except Outbuildings) shall be designed to have an entry into the Enclosed Mall on each level of the Enclosed Mall adjacent to such Store.

Section 3.9 Exercise of Approval Rights. Except for requests for changes which arise from Developer's failure to conform to the general design requirements set forth in this Article 3, other requirements of this REA or improvement plans

approved by the Parties, no Party shall, in exercising its right of approval over Common Area Plans, make any request which would unreasonably increase the charges or cost of the Work to be performed. The reasonableness of any such request shall, if disputed by any Party, be determined by arbitration as provided in Article 22 hereof.

Section 3.10 Separate Agency Approval. Nothing provided herein is intended to, nor shall any approval by the Parties, waive or abrogate any rights of approval which Agency may have with respect to the development of Phase II, pursuant to the OPA.

END OF ARTICLE

ARTICLE 4

CONSTRUCTION OF DEVELOPER IMPROVEMENTS; OPENING DATE

Section 4.1 Commencement of Construction. Developer agrees, on a date as soon as reasonably possible after approval by the Majors of the Phase II Enclosed Mall plans, as provided in Section 3.5, to commence Construction of the Phase II Developer Improvements, which may or may not include the Phase II Developer Non-Mall Stores, and thereafter cause such Construction to diligently proceed to completion. Developer shall have commenced Construction, for purposes of the preceding sentence, upon the date that Developer's contractor shall have commenced excavation for the foundations for the Developer Improvements pursuant to executed contracts for the construction of the Developer Improvements.

Section 4.2 Construction of Phase II Developer Mall Stores. The Phase II Developer Mall Stores shall be constructed at Developer's sole cost in accordance with this REA and the Developer Store Plans, in the locations shown on Exhibit B, with the exterior walls thereof conforming to the building lines shown on Exhibit B, and not exceeding the height limit set forth in Exhibit C. The Phase II Developer Mall Stores shall contain the Initial Planned Floor Area set forth in Section 8.1.

Section 4.3 Enclosed Mall Construction. The Phase II Enclosed Mall shall be constructed by Developer at its sole cost and expense in accordance with Common Area Plans approved by the Majors pursuant to Section 3.5.

If May constructs its Store so that it is necessary for Developer to extend the Enclosed Mall structure across the property line of the May Tract (other than attachment in the immediate proximity of the Tract line), any additional cost incurred by Developer by reason of so extending the Enclosed Mall shall be reimbursed to Developer by May, unless otherwise agreed to by Developer and May. If Developer constructs the Phase II Enclosed Mall so that it is necessary for May to extend its Store

over the property line of the Developer Tract (other than attachment in the immediate proximity of the Tract line), any additional cost incurred by May by reason of so extending its Store shall be reimbursed to May by Developer, unless otherwise agreed to by Developer and May.

Section 4.4 Time for Completion of Developer Improvements. Developer shall complete the Phase II Developer Mall Stores and any temporary storefront closures for any Developer Mall Stores which are not open for business and the Phase II Enclosed Mall on or before the Scheduled Opening Date, and shall have the modifications to the Phase I Enclosed Mall and the Phase II Enclosed Mall open to the public and completely functional and free from obstructions by such date. Developer shall, upon demand, deliver to the other Parties evidence of completion of Construction of the Phase II Developer Improvements in compliance with all applicable laws, ordinances, regulations and rules, and in compliance with approved final plans for the Phase II Developer Improvements and that all costs, expenses, liabilities and liens arising out of or in any way connected with such construction have been fully paid and discharged of record, or contested and bonded, in which event any judgment or other process issued in such contest shall be paid and discharged before execution thereof. Developer shall commence Operation of the Phase II Developer Mall Stores and the Phase II Enclosed Mall on or before the Scheduled Opening Date.

END OF ARTICLE

ARTICLE 5

CONSTRUCTION OF PHASE II COMMON AREA

Section 5.1 Work Contracts. Upon approval of the Common Area Plans provided for in Section 3.1, Developer shall enter into written contracts for all Work required to construct the Phase II Common Area, excluding the Enclosed Mall, Construction of which is provided for in Article 4. Developer shall perform the Construction of the Common Area on the Agency Tract as construction manager for Agency in accordance with the OPA. Developer's contract(s) shall expressly provide that no other Party shall have any liability for any portion of the cost of the Construction of said improvements pursuant to such contract(s).

Section 5.2 Common Area Work. The Common Area Work contemplated by this REA shall consist of the following items of work as approved by the Parties and to be performed in accordance with the final Common Area Plans:

(a) Preliminary Development of Site. Preliminary development of Phase II of the Shopping Center Site, including, but not limited to, the following:

(1) Preliminary and master planning.

(2) Preparation of traffic studies, flood control reports and environmental impact reports or studies as may be required by applicable federal, state and local law.

(3) Design, planning and Construction of off-site and on-site improvements as may be required by the governmental agencies having jurisdiction, including but not limited to the realignment and relocation of California Avenue and undergrounding of Utility Lines presently within the right-of-way for said public street.

(4) Design, planning and Construction of additional off-site and on-site improvements for the general benefit of the Shopping Center Site, including, but not limited to, planning and erection of directional signs, traffic signalization, street lighting and other facilities, all as reasonably

required to provide proper ingress and egress for the Shopping Center and all other improvements required by applicable government authorities.

(5) Undergrounding or off-site relocation of overhead Utility Lines, if any.

(6) Demolition, rough grading and fill of the Phase II Common Area land.

(b) Improvement of Phase I and Phase II Common Area. The design, construction and improvement of the Phase I and Phase II Common Area (excluding the Phase II Enclosed Mall), including, but not limited to, the following:

(1) Fill requirements, if any, to develop the same.

(2) Finish grading.

(3) All paving, striping and lighting, including panelboards, switches and electric time clock controls.

(4) Facilities for surface and subsurface drainage.

(5) Sidewalks and curbs, excluding the Perimeter Sidewalks, which shall be designed and constructed as provided in Section 5.3.

(6) Landscaping, including related water systems and related automatic control systems, except those related to Perimeter Sidewalks, which shall be designed and constructed as provided in Section 5.3.

(7) Common Utility Lines located beyond five (5) feet from the exterior walls of the respective buildings of the Parties, but in no event closer than five (5) feet to said exterior walls.

(8) All amenities such as benches, trash baskets, public telephones, drinking fountains, bicycle racks, decorative features and similar facilities for the comfort or benefit of the Permittees, together with institutional signs, symbols, directories and similar notices for and to the Shopping

Center, including signs during construction, which signs shall be of such size, form and content as the Parties shall approve.

(9) Reconfiguration and renovation (including repaving and restriping) of the Phase I Common Area.

(10) All architectural and engineering costs and construction bonds and insurance premiums relating to the preceding items.

(11) All fire protective systems required in accordance with Section 3.6(g).

Developer agrees to construct the Phase II Automobile Parking Area in accordance with the requirements of this REA, including without limitation the requirement that there shall be sufficient Automobile Parking Area upon the Shopping Center Site to comply with the parking ratio set forth in Section 9.3 at such time as any of the Phase II Floor Area is open for business.

Section 5.3 Design and Construction of Perimeter Sidewalks. Perimeter Sidewalks within Phase II shall be designed and improved and the cost and expense of design and Construction thereof borne as follows:

(a) Design. All surface improvements constructed within the Perimeter Sidewalks, including curbs, sidewalks, landscapong, landscape sprinkler systems, retaining walls, earth fill and special planters shall be designed by the architect for the Store whose exterior wall is adjacent to such surface improvements, subject to review by the Project Architect for conformity with approved general design standards for such areas and with respect to architectural compatibility.

(b) Construction. Each Party shall construct or shall cause the Construction of the Perimeter Sidewalks upon its Tract (to the extent not already constructed), including all surface improvements therein, which Construction shall be performed at such respective Party's cost and expense unless otherwise provided in a Separate Agreement.

Section 5.4 Scheduling and Completion of Common Area Work. Developer shall cause the performance of the Common Area Work in accordance with a schedule prepared by the Project Architect and approved by the Parties. The Common Area Work shall be coordinated with the Construction of the Stores within Phase II. Developer shall submit to all Parties and Agency a time schedule for performance of all Common Area Work and the plot plan referred to in Section 7.3(a), prepared so as to enable Developer and May to achieve their respective Scheduled Opening Dates. In addition, Developer periodically shall deliver to each Party and Agency an updated time schedule, including any necessary revisions thereto approved by the Parties, for the purposes hereinabove set forth. Developer agrees to commence Construction of the Common Area Work as soon as reasonably possible after approval of the final working drawings therefor and thereafter cause such work to proceed diligently to completion. The Common Area Work shall be completed on or before the Scheduled Opening Date.

Section 5.5 Separation of Work. For all purposes applicable to the provisions of statutory law of the State of California, the construction of the Phase II Common Area, the Phase II Developer Mall Stores and Phase II Enclosed Mall, the Phase II Developer Non-Mall Stores and the May Store, respectively, which may be integrated, nevertheless shall each be deemed to be separate and distinct works of improvement as defined in California Civil Code Section 3106.

Section 5.6 Common Area Work Insurance. Upon request, Developer shall provide each Party and Agency with evidence that its general contractor (the "Contractor") and prime subcontractors thereto have obtained the insurance coverage set forth below from a financially responsible insurer having a Best's rating of A-X or better and that all such insurance provides that the same shall be primary and cannot be canceled, reduced or amended without thirty (30) days prior notice to each

Party and Agency and that each Party and Agency is named as an additional insured:

(a) Workers' Compensation with limits satisfying or exceeding the requirements of law;

(b) Employer's Liability in the minimum amount of One Million Dollars ($1,000,000) per occurrence;

(c) Commercial General Liability Insurance (including coverage for contractual liability, contingent liability, independent contractors, explosion, collapse and underground, and completed operations) written on an occurrence basis and covering claims for bodily injury, personal injury, and/or property damage with a combined single limit of at least Five Millions Dollars ($5,000,000).

Section 5.7 Failure of Performance. If Developer fails to complete Construction of the Common Area Work to be constructed by it, in accordance with the approved final Common Area Plans, by the date required in Section 5.4, any Party may give a written notice to Developer, with a copy of such notice to each other Party, setting forth the specific items of Common Area Work that have not been completed in accordance with Article 3. If such items are not completed within thirty (30) days after receipt of such notice, or if the completion of such items is such that they cannot be completed within such time, then if Developer fails to commence the completion of such items within such period and diligently prosecute the same thereafter to completion, the Party giving such notice shall have the right to complete the Construction of such items of Common Area Work, including the right to enter upon any Tract to complete such items, and Developer shall pay the reasonable and necessary costs thereof. Any such amounts so expended by a Party may be withheld from amounts otherwise payable to Developer or collection may be otherwise sought by such Party; provided, Developer reserves the right to contest the right of the Party electing to complete the Construction to complete such items of Common Area Work or expend such monies and to withhold such amounts, but no such contest

shall interfere with the completion of construction by such Party.

END OF ARTICLE

ARTICLE 6

CONSTRUCTION AND OPENING OF STORES OF MAJORS

Section 6.1 Construction by May. Subject to this Article 6, May shall cause Construction of its Store to be commenced and thereafter diligently prosecuted to completion, so that such Store shall be constructed within its designated Store Site, with at least the Minimum Floor Area specified in Section 8.1 and at most the Initial Planned Floor Area specified in Section 8.1, and shall be open to the general public for business on or before its Scheduled Opening Date; provided, May shall not be required to commence Construction earlier than thirty (30) days after the occurrence of all of the following: (i) delivery to May of possession of the May Tract, (ii) approval by the Majors of the Common Area Plans, (iii) notice to May by Developer of the availability of temporary utilities and access roads and staging areas for the Construction of the May Store, and (iv) prior commencement and diligent continuation of Construction by Developer of the Phase II Common Area Work and Phase II Enclosed Mall and Developer Mall Stores pursuant to this REA.

May shall not be required to commence Construction of its Store prior to a date which is thirteen (13) months prior to its Scheduled Opening Date. "Commence Construction", as used in this Section 6.1, means that May's contractor shall have commenced excavation for foundations for the May Store.

Section 6.2 Opening of May Store. May shall open its Store for business not later than its Scheduled Opening Date; provided that May shall not be required to open for business until (i) the completion of the Phase II Common Area Work, including, without limitation, street improvements and off-site improvement work required pursuant to Article 5 and (ii) the Phase II Enclosed Mall shall be completed and open to the public for pedestrian traffic and completely functional and Operating, including air-conditioning, lighting, decoration and landscaping, and the Scheduled Opening Date for May shall be postponed for a

period equivalent to any delay in the satisfaction of the foregoing conditions. Further, the obligation of May to open for business not later than its Scheduled Opening Date is subject to the conditions that Developer cause Bank of America to vacate the premises it presently occupies immediately adjacent to the May Tract and that Developer demolish all improvements (including foundations) thereon and cause such premises to be filled and compacted no later than July 1, 1993, and the Scheduled Opening Date for May shall be postponed for a period equivalent to any delay in the satisfaction of the foregoing conditions. Anything to the contrary notwithstanding, in no event shall May be required to open between November 15 of any calendar year and January 15 of the next succeeding calendar year, or during the period from May 1 to July 31 of any calendar year, or during the forty-five (45) days prior to Easter of any calendar year.

Section 6.3 Development of Broadway Tract B-2. Broadway shall have the right to construct upon Broadway Tract B-2 a building containing approximately 7,500 square feet of Floor Area for uses permitted by Section 8.3. Any such building shall be constructed in accordance with all applicable provisions of this REA, including but not limited to Section 3.7 and Article 7. In conjunction with the Construction of such building, Broadway also shall improve the remainder of Tract B-2 as Automobile Parking Area in accordance with improvement plans conforming to the requirements of Article 3, which shall be approved in advance by the Parties and otherwise shall conform to all of the applicable requirements of this REA, including Section 9.3 and Article 7. Upon completion of such Construction, such Automobile Parking Area shall become part of and be maintained by Developer as part of the Common Area of the Shopping Center.

In the event that Broadway does not commence construction of a building upon Broadway Tract B-2 by June 21, 1993, Broadway shall cause all of Broadway Tract B-2 to be improved as Automobile Parking Area conforming to the standards of Automobile Parking Area within the remainder of the Shopping Center Site, and upon completion thereof the same shall become part of and be

maintained by Developer as part of the Common Area of the Shopping Center until such time as Broadway may elect to construct a building thereon, following which time such building shall not be a part of the Common Area.

END OF ARTICLE

ARTICLE 7

GENERAL CONSTRUCTION REQUIREMENTS

Section 7.1 Interference with Construction. Each Party agrees to perform its respective Work during the term of this REA so as not to (a) cause any unreasonable increase in the cost of Construction of the remainder of the Shopping Center Site or any part thereof, (b) unreasonably interfere with any Work being performed on the remainder of the Shopping Center Site, or any part thereof, and (c) unreasonably interfere with the use, occupancy or enjoyment of the remainder of the Shopping Center Site or any part thereof.

Section 7.2 Construction Barricades. Each Party erecting or constructing any building shall erect and construct protective fencing at least eight feet (8') in height surrounding the building or buildings so being constructed. Within the Enclosed Mall, said barricade shall be solid, full ceiling height and completely sealed. Any barricade shall be kept in place and in good condition and repair until the building so being constructed is secure from unauthorized intrusion and does not create hazardous conditions. All barricades shall be reasonably attractive and shall be painted in colors approved by the Project Architect. The same requirements shall apply during any Work under Article 12 if other Floor Area is being Operated at the time.

Section 7.3 Construction Staging Areas and Schedule. Prior to the commencement of any Construction to be performed by any Party, Developer shall cause the Project Architect to submit to each Party for approval (which approval shall not be withheld unreasonably) (a) a plot plan of the Shopping Center showing (i) the buildings, (ii) the Common Area, (iii) utility connections, (iv) contractors' staging areas and other improvements (including temporary utilities and roads), (v) workers' parking area, and (vi) access to the staging and construction areas to be used by each constructing Party during the

course of such Construction (each Party hereby agreeing to require its respective Construction personnel and suppliers to use only the access so designated for its use); and (b) a time schedule indicating the approximate date or dates upon which each portion of the Shopping Center used for the purposes referred to in the preceding clause (a) shall cease to be so used by such Party. Within thirty (30) days after the receipt of such plot plan and such time schedule, each Party shall notify the Project Architect whether the same are approved or disapproved, specifying the reason therefor if disapproved, provided that a failure to give such notice within said thirty (30) day time period shall constitute approval thereof by such Party. If any Party shall disapprove the plot plan and/or the time schedule (specifying the reasons for such disapproval), the Project Architect, in consultation with the Parties, shall promptly revise the same in order to prevent Construction conflicts.

Section 7.4 Workmanship. Each Party agrees that all Construction performed by it during the term of this REA shall be done in a good and workmanlike manner, with first-class materials and in accordance with all of the provisions of this REA and all applicable laws, rules, ordinances and regulations. Each Party shall pay all costs arising out of or connected with such Party's Construction, including but not limited to all costs to repair any Common Area or Store of another Party which is damaged as a result of such Construction.

Section 7.5 Coordination. Each Party, as respects its respective Construction, shall use good faith efforts to cause its architects and contractors to cooperate and coordinate its Construction with the architects, contractors and Construction of the other Parties to the extent reasonably practicable.

Section 7.6 Mechanics' Liens. If any mechanic's or materialman's lien has been or may be filed against any Tract, the Party who ordered or contracted for the Work or materials on account of which the lien was filed agrees either to pay the same

and have it discharged of record promptly, or to take such action as may be required to legally object to such lien, or to have the lien removed from such Tract, and agrees to have such lien discharged prior to the foreclosure of such lien. Upon request of any other Party whose Tract is affected by such lien, the Party who ordered or contracted for such Work or material or caused such Work or material to be ordered agrees at its expense to bond against such lien or furnish such security as may be required by law to remove, release and discharge such lien of record or to enable a title insurance company at the cost of the Party who ordered or contracted for the Work or material to insure the title of the other Party against such lien without showing same as an exception to title. For purposes of this Section 7.6, Developer shall be responsible for bonding against or otherwise removing, releasing and discharging any lien relating to Work or materials ordered or contracted for by an Occupant of Developer's Stores. Nothing herein shall be deemed to prohibit a lien created by a Mortgage on a Tract.

Each Party and Agency covenants and agrees to Indemnify each other and Agency and the Tract of each other Party and Agency, and the fee owner of each Tract if not the Party or Agency, on account of claims of lien of laborers or materialmen or others for work performed or supplies furnished in connection with any action or proceeding arising from or as a result of Construction performed by or for it, including any Work authorized hereunder to be performed on the Tract of another.

Section 7.7 Construction Indemnity. Each of the Parties and Agency covenants and agrees to Indemnify each other Party and Agency in connection with all Loss directly or indirectly incurred by reason of the performance of any Work to be constructed or caused to be constructed by such Party or Agency.

Section 7.8 Temporary Termination of Fire Service. In the event that a Party is to perform any Construction, including, but not limited to, the installation, modifica-

tion or relocation of Utility Lines pursuant to Article 2, which shall require as an incident thereto the loss of operation of fire service in any Store, such Party, as a condition precedent to the commencement and continuation of such Construction, shall:

(a) Notify each of the other Parties in whose Stores fire service will be temporarily lost of such planned loss of operation at least forty-eight (48) hours prior thereto, which notice shall specify that such Party is performing such Construction and the date or dates and hours such service shall be lost;

(b) Obtain the consent (as to days and hours) of the other Parties in whose Store such service shall be lost;

(c) Perform all such Construction during the nonbusiness hours of the other Parties so affected and complete such Construction as quickly as possible; and

(d) Cause a fire watch to be posted, at such Party's cost, during all periods when such fire service is not in operation, which may be satisfied by the physical presence of the local fire department or other responsible Person.

Section 7.9 Pressurization of Air. Each Major agrees to maintain a constant positive pressure of forced air in its Store attached to the Enclosed Mall so that there is no drain of air conditioning from the Enclosed Mall into such Store, and Developer agrees to maintain a constant positive pressure of forced air in the Enclosed Mall so that there is no drain of air conditioning from any Major's Store into the Enclosed Mall.

END OF ARTICLE

ARTICLE 8

FLOOR AREA, HEIGHT AND USE

Section 8.1 Floor Area. The Initial Planned Floor Area, and for purposes of Articles 12, 19 and 20 the Minimum Floor Area, of each of the Parties is as follows:

	Initial Planned Floor Area	Minimum Floor Area
DEVELOPER:		
Phase I Mall Stores (Buildings A, B, C, D, I, J, K, and L)	357,852	250,000
Phase II Mall Stores (Buildings E, F, G, H, M, and N)	118,802	75,000
Phase I Non-Mall Stores	11,200	- 0 -
Phase II Non-Mall Stores	80,800	- 0 -
BROADWAY		
Main Store	137,820	90,000
Outbuilding No. 1	8,500	- 0 -
Outbuilding No. 2	14,900	- 0 -
Outbuilding No. 3	7,500	- 0 -
PENNEY		
Main Store	193,963	100,000
Outbuilding	16,250	- 0 -
BULLOCK'S	136,427	100,000
MAY	150,000	100,000

Nothing in this Section 8.1 is intended to limit the maximum size of any Party's Store so long as parking as required by Section 9.3 is provided in a location and in a manner approved by the Parties, such Store is wholly contained within such

Party's Store Site, and there is compliance with the other applicable provisions of this REA, including but not limited to Section 8.2.

Section 8.2 Heights and Locations. The heights of buildings hereafter constructed in the Shopping Center shall not exceed those specified on Exhibit C. The heights of buildings in Phase I in the Shopping Center are approved by the Parties. Roof-top mechanical equipment shall be screened so as to be hidden from public view from adjacent public streets and highways, except for visibility from streets level with or higher than the roof of the buildings on which such mechanical equipment is located.

Each of the Parties covenants and agrees with each other that no buildings or improvements, other than approved Common Area Work, and approved additional Automobile Parking Area, shall be erected or expanded on the respective Tracts of the Parties, except within their respective Store Sites designated on Exhibit B.

Section 8.3 Uses. Neither the Shopping Center Site nor any part thereof shall be used, and no building or other improvement shall be constructed, maintained or used, except for retail, office and service establishments common to a multi-level, first-class enclosed mall regional shopping center in Southern California. Notwithstanding the foregoing, (i) no building shall be used primarily for general office purposes, and (ii) not more than ten percent (10%) of the Floor Area of the Developer Mall Stores may be used for service uses (excluding restaurants and service areas of Occupants incidental to their primary retail businesses in such computation). Service uses may include brokerage offices, financial facilities, restaurants, travel, ticket and other similar agencies and other business establishments providing services to consumers.

Section 8.4 Limitation on Detrimental Characteristics. No use or operation will be made, conducted or permitted on any part of the Shopping Center Site which use or operation is

clearly objectionable to the development or operation of the Shopping Center as a first class regional shopping center. Included among the uses or operations which are clearly objectionable are the following uses or operations, and any uses or operations which produce or are accompanied by the following characteristics, without limitation:

(a) Any noise, litter, dust, dirt, odor or other activity which constitutes a public or private nuisance;

(b) Any unusual fire, explosive or other damaging or dangerous hazards (including the storage, display or sale of explosives or fireworks);

(c) Any warehouse operation (except for goods for sale by an Occupant from its Store at the Shopping Center), or any assembling, manufacturing, distilling, refining, smelting, industrial, agricultural, drilling or mining operation;

(d) Any trailer court, mobile home park, lot for sale of new or used motor vehicles, labor camp, junk yard, stock yard or animal raising (other than pet shops, provided they otherwise comply with this Section 8.4);

(e) Any dumping, disposal, incineration or reduction of garbage or refuse other than handling or reducing such waste if produced on the premises from authorized uses and, in such latter event, only if handled in a reasonably clean and sanitary manner;

(f) Any laundry or dry cleaning plant, laundromat, veterinary hospital, car washing establishment, bowling alley or mortuary;

(g) Any automobile body and fender repair shop;

(h) Any health club;

(i) Any "second hand" or "surplus" stores (but excluding stores primarily selling antiques), or any flea market, fire sale, bankruptcy sale or auction house operation;

(j) Any movie theater, dance hall or massage parlor; and

(k) Any kiosk located within the Common Area, except as provided in Section 8.6.

Section 8.5 Prohibitions in Common Area. To prevent interference with the easements granted to the respective Parties under Article 2 or with the proper Operation and appearance of the Shopping Center, no merchandise and/or services shall be displayed, sold, leased, stored, advertised or offered for sale or lease outside the physical limits of Floor Area, and no promotional activity shall be conducted in the Common Area except for occasional Shopping Center promotions first approved by the Parties in locations approved by all of the Parties; provided, in no event shall any such promotions be held within the Automobile Parking Area or within a Major's Court unless approved by such Major in its sole and absolute discretion. No fence, structure or other obstruction of any kind (except as may be specifically permitted herein or indicated on Exhibit B, and except for decorative features and customer conveniences as shown on the approved Common Area Plans) shall be placed, kept, permitted or maintained upon the Common Area.

Except as otherwise provided in this REA, no changes shall be made in the Common Area or in the location or design of the Common Area Work on a Tract prior to the Termination Date as to such Tract except for minor changes to amenities and landscaping adjacent to such Party's Store or within the Enclosed Mall.

Section 8.6 Kiosks and Merchandising Carts. No kiosk nor any form of obstruction (except Enclosed Mall amenities) shall be located in the Common Area, except for kiosks in locations in the Enclosed Mall as specifically shown on Exhibit B and pushcarts as hereinafter provided. Any such kiosk shall not exceed a height of forty-two (42) inches and shall not be larger than sixty-five (65) square feet.

Portable merchandising carts within the Enclosed Mall are prohibited except to the extent approved by the Majors as follows: In the event Developer desires to operate a portable

merchandising cart program within the Enclosed Mall, Developer shall submit such program for the approval of each Major, including the number, size, appearance and location of such carts, by delivering to the Majors a request for the same with all of the particulars of such program, including, but not limited to, restrictions on the number, use, size, design and location of the portable merchandising carts, cart operation rules and colored renderings of the carts representing the design and detail of the carts. In no event shall any portable merchandising carts be located in any Major's Court. All sales made from the portable merchandising carts shall be conducted (i) in good taste, (ii) so as not to interfere with the use of, access to, or obstruct the visibility of the entrances to the Store or the signs of each Major, (iii) so as to maintain a minimum clearance of twelve (12) feet around all sides of each cart so as to not impede or interfere with circulation of pedestrians within the Enclosed Mall, the use by Permittees of the Enclosed Mall, or ingress and egress to Store entrances located within the Developer Mall Stores, (iv) so as not to create any noise and/or litter, (v) so that the pushcarts will remain in a stationary position during the hours of operation of the same and (vi) in conformity with the approved program.

Notwithstanding anything to the contrary, in no event shall any portable merchandising cart be permitted to contain side bars or extensions, nor shall any merchandise be permitted to be stored on the floor or on racks or stands adjacent to any portable merchandising cart.

A Major's approval of the portable merchandising cart program is conditioned upon strict adherence to the materials and design standards submitted to the Parties by Developer and the other foregoing standards.

If in the reasonable opinion of any Major the portable merchandising cart program is implemented in a manner which violates any of the approved or the other foregoing standards and after notice to Developer the violation is not cured within ten

(10) days time after such notice, the approval of the Majors of such portable merchandising cart program shall be terminated and such carts shall not be permitted thereafter.

END OF ARTICLE

ARTICLE 9

OPERATION AND MAINTENANCE OF COMMON AREA

Section 9.1 Enclosed Mall--Standards. Subject to Articles 12 and 15, Developer shall Operate and maintain, or cause to be Operated and maintained, the Enclosed Mall (including, without limitation, upon completion thereof, the Phase II Enclosed Mall) in good order, condition and repair, without expense to any Major, except as set forth in Section 9.7(b) or in the Separate Agreement between Developer and any Major.

Without limiting the generality of the foregoing, Developer, in the maintenance of the Enclosed Mall, and, at minimum, in accordance with the practices prevailing in the operation of similar type first-class regional shopping centers in Southern California, shall observe the following standards:

(a) Maintain the floor surfaces of the Enclosed Mall in a smooth condition and evenly covered with the type of surfacing material originally installed thereon, or such substitute therefor as shall have been approved by the Parties.

(b) Remove all papers, debris, filth and refuse from the Enclosed Mall and regularly wash or thoroughly sweep or vacuum the surfaces of the Enclosed Mall.

(c) Regularly clean lighting fixtures within the Enclosed Mall and relamp and reballast as needed.

(d) Maintain the landscaping within the Enclosed Mall in a first-class, thriving condition.

(e) Maintain all signs of the Enclosed Mall, and cause the Occupants of the Developer Mall Stores to maintain their storefront signs, in a clean and orderly condition, including relamping and repairing as may be required.

(f) Provide courteous, uniformed and trained security personnel in adequate numbers to patrol the Enclosed Mall during such hours as the Enclosed Mall shall be open for

public use and such other hours as may be prudent for the safe and orderly Operation of the Enclosed Mall.

(g) Maintain and keep in a sanitary condition public restrooms and other common use facilities within the Enclosed Mall.

(h) Clean, repair and maintain in good order and condition all Common Utility Lines and fire protection and other mechanical systems serving the Enclosed Mall.

(i) Keep the Enclosed Mall properly lighted, ventilated and cooled for good Operation during all hours that Developer is required to Operate the Enclosed Mall pursuant to Article 19, so that at all times the same shall Operate within the standards prescribed in Section 3.6(h).

(j) Regularly clean and maintain in good order and condition the structure of the Enclosed Mall, the roof, skylights, wall surfaces, doors, automatic door openers, vertical transportation and other appurtenances to the Enclosed Mall.

(k) Observe and use diligent efforts to enforce Exhibits D and E as they relate to the Enclosed Mall.

(l) Furnish necessary pest (including rodent) abatement controls.

Section 9.2 Common Area (Other than Enclosed Mall)--Standards. Except as otherwise expressly provided in this Article 9, Developer shall, subject to Articles 12 and 15, Operate and maintain or cause to be Operated and maintained all of the Common Area in the Shopping Center (exclusive of the Enclosed Mall, which is provided for in Section 9.1) in good order, condition and repair.

Without limiting the generality of the foregoing, Developer, in the maintenance of the Common Area, exclusive of the Enclosed Mall, and, at minimum, in accordance with the practices prevailing in the operation of similar type first-class regional shopping centers in Southern California, shall observe the following standards:

(a) Maintain the surface of the Automobile Parking Area and sidewalks (including Perimeter Sidewalks) level, smooth and evenly covered with the type of surfacing material originally installed thereon, or such substitute as shall be equal in quality, appearance and durability.

(b) Remove all papers, debris, filth and refuse from the Common Area of the Shopping Center and wash or thoroughly sweep paved areas as required.

(c) Maintain, repair and replace such appropriate Automobile Parking Area entrance, exit and directional signs, markers and lights in the Common Area of the Shopping Center as shall be reasonably required or as reasonably requested by any Major.

(d) Clean Common Area lighting fixtures of the Shopping Center (excluding those on or within buildings of Occupants) and relamp and reballast as needed, and maintain the standards of illumination of the Common Area as provided in Section 3.6(c).

(e) Maintain, repair and replace striping, markers, directional signs, etc., as necessary to maintain the Automobile Parking Area in a first-class condition.

(f) Maintain, repair and replace landscaping (excluding the landscaping and related items in Perimeter Sidewalks, which is provided for in Section 9.8) as necessary to keep such landscaping in a first-class thriving condition, and maintain landscaping irrigation systems (except within Perimeter Sidewalks) in good operating condition.

(g) Clean signs of the Shopping Center (but not those of Occupants), including relamping and repairs as needed.

(h) Provide courteous, uniformed and trained security personnel for Common Area patrol in adequate numbers and during such hours (including, without limitation, the hours set forth in Section 9.6) as are prudent for the safe and orderly Operation of the Common Area.

(i) Maintain and keep in a sanitary condition common use facilities.

(j) Clean, replace, repair and maintain all Common Utility Lines to the extent that the same are not so maintained by public utilities or governmental agencies.

(k) Repair, maintain and replace, as necessary, adequate and sufficient signs forbidding trespass.

(l) Observe and use diligent good faith efforts to enforce the provisions of Exhibits D and E as they relate to the Common Area.

(m) Maintain and repair the structure and surfaces of the Parking Structure in good order and condition and in neat and attractive appearance.

Developer has entered into a Management Agreement with Agency, the Parking Authority of the City of West Covina and the City of West Covina dated November 5, 1973, wherein Agency, the Parking Authority and the City, as to their respective interests in the Agency Tract within Phase I, have granted to Developer the right to Operate, manage and maintain the Automobile Parking Area upon the portions of the Agency Tract within Phase I. Pursuant to the OPA, Developer will enter into a further separate agreement with Agency whereby Developer will be appointed the Operator of the Automobile Parking Area upon the portions of the Agency Tract within Phase II and will have the right and obligation to Operate, manage and maintain such portions of the Automobile Parking Area.

Section 9.3 Parking Ratio. The parking ratio for the Shopping Center shall at all times comply with the applicable requirements of any governmental agency having jurisdiction over the Shopping Center and, subject to Section 15.4 hereof, there shall be provided and available within the Automobile Parking Area in the Shopping Center not less than 4.72 automobile parking spaces for each 1,000 square feet of Initial Planned Floor Area in the Shopping Center (provided that parking spaces for Floor Area within Phase II or on Broadway Tract B-2, respectively, need

not be provided prior to the earlier of (i) the opening for business or (ii) the Scheduled Opening Date for the Phase II Developer Improvements and the May Store, or the Construction of a building on Broadway Tract B-2, as the case may be).

Unless applicable requirements of any governmental agency having jurisdiction over the Shopping Center require otherwise, the modules, stall, striping, lighting standards, and related improvements for the Automobile Parking Area shall conform, at a minimum, to the specifications set forth on Exhibit B and in Section 3.6. Compact car spaces shall be located as shown on Exhibit B, and no Party shall increase the number of compact car spaces above the number provided for or relocate compact car spaces from the locations shown therefor on Exhibit B. Each Party agrees with the others to take no action which would reduce the parking ratio or the number of parking spaces required thereby below that required in this Section 9.3.

Section 9.4 Indemnity. Developer agrees to Indemnify all Parties and Agency and their respective Tracts and Mortgagees from and against any mechanics', materialmen's and/or laborers' liens arising out of the maintenance performed or caused to be performed by Developer in respect to the Common Area pursuant to the provisions of this Article 9 (whether performed prior to or after the execution of this REA), and agrees that if any Tract shall become subject to any such lien, Developer, at its cost, shall, at the request of any Party or Agency, promptly cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or posting such bond or other security as shall be required by law to obtain such release and discharge or to enable a title insurance company to insure the title of such Party or Agency, at no cost to such Party or Agency, against such lien without showing the same as an exception to title; and Developer shall cause the lien to be discharged of record prior to the entry of a judgment for foreclosure of such lien.

Section 9.5 Use of Automobile Parking Area. Unless all Parties otherwise consent in their sole and absolute discretion, or unless required by law, no charge of any type shall be made to or collected from any Permittee for parking or the right to park vehicles in the Automobile Parking Area, except such Common Area maintenance charges as may be provided for in any agreement with any Occupant. Permittees shall not be prohibited or prevented from so parking so long as space is available in the Automobile Parking Area and so long as they do not violate the rules and regulations covering the use of the Automobile Parking Area, including, without limitation, the Parking Structure, promulgated from time to time by the Parties. The Parties shall, by mutual agreement, prescribe certain sections within the Automobile Parking Area, or on other land outside the Shopping Center within a reasonable walking distance from the nearest boundary of the Shopping Center, for use as parking space by the Occupants of the Shopping Center and the employees, tenants, agents, contractors, licensees and concessionaires of such Occupants. Each Party shall require its Occupants and the employees, agents, contractors, licensees and concessionaires of such Party and of such Occupant to use only such sections as are so prescribed for parking. No such employee parking shall be provided within two hundred fifty (250) feet of any Store fronting on the Enclosed Mall without the consent of the Party whose Store is located within said two hundred fifty (250) foot distance. No Party shall use or permit the use of the Automobile Parking Area for any purpose other than parking and passage of pedestrians and motor vehicles unless specifically provided otherwise in this REA. Each Party agrees to use reasonable efforts to enforce the provisions of this Section 9.5.

Developer has entered into an agreement with Agency and the City of West Covina dated August 28, 1989 whereby Agency and Developer have granted to the City of West Covina the right and license to authorize the use by passengers of public transit who use such public transit for commuting as a Park and Ride

facility. Such right and license has been granted for a term of ten (10) years commencing July 1, 1990 and provides that Agency and Developer will make available to such commuters three hundred fifty (350) automobile parking spaces in the locations designated as "Park and Ride Area" on Exhibit B. The locations of such Park and Ride spaces will not be changed without the prior written approval of all Parties and Agency. Use of such spaces shall be available Monday through Friday, excluding legal holidays, the day after Thanksgiving, the day before Christmas and the day after Christmas, from 6:00 a.m. to 6:00 p.m. Developer agrees to monitor the use of the Automobile Parking Area by such commuters so that the use thereof is restricted to the areas designated for "Park and Ride" on Exhibit B.

Section 9.6 Hours of Operation. During any period when any Major's Store is open for business and for not less than one-half (1/2) hour before the first of the Majors shall open for business and three-quarters (3/4) of an hour after the last of the Majors shall close, the Automobile Parking Area shall be open to Permittees and Operated by Developer, including lighting during hours of darkness in accordance with the standards set forth in Section 3.6(c). Subject to its Separate Agreement, any Major Operating after 10:30 p.m. shall pay for the cost of Operation of the Common Area after 11:15 p.m. in the ratio that the Initial Planned Floor Area of the Party so Operating bears to the Initial Planned Floor Area of all Parties Operating after 11:15 p.m. At all other times, the Automobile Parking Area shall be lighted in such manner as will provide reasonable security for the Stores and Permittees during hours of darkness.

Section 9.7 Payment of Allocable Share.

(a) Budget. At least ninety (90) days prior to the commencement of each Accounting Period, Developer, or any Operator under Section 9.11, shall submit to each of the other Parties a proposed annual budget ("Proposed Budget") of the Common Area Maintenance Cost for such Accounting Period. The Pro-

posed Budget shall separately itemize each category ("Expense Category," or collectively "Expense Categories") of Common Area Maintenance Cost and may contain a contingency Expense Category. The Expense Categories for utility expenses, personal property taxes and liability and property damage insurance are referred to herein as "Fixed Expenses." Fixed Expenses in the Proposed Budget shall be the reasonably anticipated costs of such utility expenses, personal property taxes and liability and property damage insurance, subject to adjustment at the end of the Accounting Period pursuant to Section 9.7(b). No Party shall have the right to disapprove the Fixed Expenses. Each such Party shall approve or disapprove the Proposed Budget and each Expense Category, excluding Fixed Expenses, in writing within thirty (30) days after its receipt by such Party. If there is no disapproval by a Party within said thirty (30) day period, the Proposed Budget shall be deemed approved as to that Party. If all of such Parties shall approve or be deemed to have approved the Proposed Budget and all such Expense Categories that are subject to a Party's approval, it shall go into effect and be binding upon all Parties. If any such Party shall disapprove any Expense Category, excluding Fixed Expenses, it shall communicate in writing such disapproval to Developer or the Operator, as the case may be, and each other Party specifying the grounds for such disapproval. If such disapproval shall relate solely to excessive cost of an Expense Category, such notice of disapproval shall be accompanied by a statement with supporting detail that the same quality of service is available and can be provided at a lesser cost. Thereupon, Developer or the Operator shall call a meeting of all Parties to attempt to resolve the differences with respect to the disapproved Expense Categories, such meeting to be held within forty-five (45) days after receipt by each Party of the original Proposed Budget submission. If at such meeting the disapproved Expense Categories are finally approved by all Parties, the Proposed Budget shall go into effect and be binding on all Parties. If at such meeting the differences with respect to the disap-

proved Expense Categories are not resolved by all Parties, Developer or Operator, as the case may be, shall substitute for the disapproved Expense Category the cost of the Expense Category for the preceding Accounting Period, plus any increase in such Expense Category which is reasonably anticipated not to exceed 5% of the amount of such Expense Category for the preceding Accounting Period, and as so substituted, the Proposed Budget shall be deemed approved by all Parties. The Proposed Budget as approved in this Section 9.7(a) is herein referred to as the "Approved Budget." The Parties shall exercise diligence and good faith to agree on an Approved Budget.

(b) Reimbursement. Unless otherwise agreed with Developer in its Separate Agreement, each Party shall, commencing on the first day of its first Accounting Period, pay to Developer (or the Operator) an amount equal to one-twelfth (1/12) of its Allocable Share of the Approved Budget for the Accounting Period for which such Allocable Share is determined and shall pay a like amount on the first day of each calendar month thereafter. Within ninety (90) days after the close of each Accounting Period, Developer (or Operator) shall deliver to each Party a complete and itemized statement, certified as accurate by Developer (or Operator), of the Common Area Maintenance Cost, together with supporting data in sufficient detail therefor. In the event any Party shall have paid more than its Allocable Share, Developer (or Operator) shall at the option of the Party which overpaid either promptly refund to the Party so paying in excess of its Allocable Share the amount thereof or credit such net overpayment against such Party's obligations to make future payments pursuant to this Section 9.7. Should any Party have paid less than its Allocable Share during said preceding twelve (12) month period, the Party so paying less than its Allocable Share shall pay to Developer (or Operator), within thirty (30) days following the rendition of said statement, the deficiency in its Allocable Share. In no event shall a Party's Allocable Share exceed its Allocable Share of the

Approved Budget or of any line item thereof without its written consent.

Section 9.8 Perimeter Sidewalks--Landscaping. The cost of replacing, repairing or maintaining the landscaping and landscaping irrigation system which is within Perimeter Sidewalks shall not be included within Common Area Maintenance Cost, and said items within Perimeter Sidewalks shall be installed, constructed, maintained, repaired and replaced at the sole cost of the Party upon whose Tract the same may exist from time to time. Subject to the foregoing sentence, routine maintenance of such items within Perimeter Sidewalks shall be a part of Developer's duties under Section 9.2.

Section 9.9 Accounting and Audit. Developer (or Operator) shall keep and maintain in a single location complete and accurate books and records in such manner as to accurately cover and reflect separately all items affecting or entering into the determination of Common Area Maintenance Cost and the Allocable Share each Party in accordance with generally accepted accounting principles consistently applied. Developer (or Operator) shall preserve for a period of three (3) years after the end of each Accounting Period, and for so long thereafter as any dispute exists with respect thereto, all such books and records, including any payroll and time records, vouchers, receipts, correspondence and memos pertaining to Common Area Maintenance Cost for each Accounting Period. The Parties shall each have the right, during an Accounting Period and for the aforesaid period of three (3) years thereafter, to examine and audit all such books and records for such Accounting Period at their own cost, including the right to copy a portion or portions thereof, at reasonable times during business hours, upon notice to Developer (or Operator) given not less than five (5) days in advance of any such examination. If any audit shall disclose any error, appropriate adjustment shall promptly be made between the Parties to correct such error. If such error as to any Party is greater than two percent (2%), Developer (or Operator) shall reimburse

such Party the cost of such audit, which reimbursement shall not be a charge to Common Area Maintenance Cost; otherwise, the cost of such audit shall be borne by the Party undertaking such audit.

Developer (or Operator) shall keep books and records relating to the Enclosed Mall separate from books and records relating to Operation of the other Common Area. If any item(s) of expense shall be attributable to both Common Area Maintenance Cost and Enclosed Mall Operation and Maintenance Expense, Developer (or Operator) shall allocate such expense between Common Area Maintenance Cost and Enclosed Mall Operation and Maintenance Expense and shall indicate on the required statement the basis of such allocation, which allocation shall be subject to the approval of the Parties. Any disagreement with regard to such allocation shall be resolved by arbitration in accordance with Article 22.

Developer (or Operator) shall include in any contract awarded with respect to maintenance of the Common Area (i) a clause imposing on the contractor ("Contractor") who is a party to such contract all obligations imposed on Developer (or Operator) pursuant to this Section 9.9 and granting to Developer and the Majors all rights granted to the Parties pursuant to this Section 9.9, and (ii) a clause requiring Contractor to include in any subcontract awarded by Contractor a clause imposing on the subcontractor ("Subcontractor") who is a party to such subcontract all obligations imposed on Contractor pursuant to item (i) of this Section 9.9 and granting to Contractor, Developer and the Majors all rights granted to Developer and the Majors pursuant to this Section 9.9.

Section 9.10 Failure of Performance. If any Party or Agency fails to perform any of its obligations respecting the Common Area provided in this Article 9 (excluding Sections 9.7 and 9.9), any other Party or Agency may at any time give a written notice to the Party or Agency thus failing, setting forth the specific nonperformance; if such nonperformance is not corrected within thirty (30) days after receipt of such notice,

or if such nonperformance is such that it cannot be corrected within such time, then if such Party or Agency fails to commence the performance of such duties within such period and thereafter diligently prosecute the same through completion, then the Party or Agency giving such notice shall have the right to perform same, including the right and temporary nonexclusive license to enter upon the Common Area on any Tract to perform same, and such Party or Agency which has failed to perform shall pay the performing Party's or Agency's reasonable costs thereof. Any amounts so expended may be withheld from amounts payable to any such non-performing Party or Agency pursuant to this REA or collection may be sought otherwise and such non-performing Party or Agency shall pay such amount with interest in accordance with Section 27.10; provided the non-performing Party or Agency reserves the right to contest the right of the other Party or Agency to make such repairs or expend such monies and to withhold such amounts, but such contest shall not interfere with such other Party's or Agency's performance of the contested obligations. Notwithstanding anything hereinabove contained to the contrary, (1) in any emergency situation, a Party or Agency may without the notice required above, but with such notice as is reasonable under the circumstances, cure any such default and thereafter shall be entitled to the benefits of this Section 9.10, and (2) no Party or Agency shall have the right to enter upon the Floor Area of any other Party or Agency to make any such repairs or perform any such maintenance.

Section 9.11 Takeover of Maintenance. For the purposes of this REA, the term "Operator" shall mean any Person other than Developer Operating the Common Area as hereinafter provided. In the event that the Operation of the Common Area has been taken over from Developer pursuant to this Section 9.11, wherever applicable, references to the term "Developer" shall be deemed to refer to the Operator assuming such obligations. If three (3) or more Majors shall at any time, or from time to time, be dissatisfied with Developer's performance of its obligations

under Article 9.1 or 9.2, or if the Operation of the Common Area is taken over by any Operator, then if three (3) or more of the Parties are dissatisfied with Operator's performance of its obligations, such Parties shall have the right to give Developer or Operator, as the case may be, written notice of such dissatisfaction, with a copy of such notice to each of the other Parties specifying the particulars in respect to which Developer's or Operator's said performance is deemed by such Parties to be unsatisfactory. If during the thirty (30) day period from the date of such notice Developer's or Operator's said performance shall continue to be unsatisfactory, such Parties shall have the right to give Developer or Operator a second fifteen (15) day notice of such dissatisfaction, with a copy of such notice to each of the other Parties, specifying the particulars in respect of which Developer's or Operator's said performance is deemed by such Parties to be unsatisfactory, and if during the fifteen (15) day period from the date of such second notice Developer's or Operator's said performance shall continue to be unsatisfactory, in the opinion of such Parties in their respective sole discretion, such Parties shall have the right to cause the Operation of the Common Area to be taken over from Developer or Operator, as the case may be (either by designating one of such Parties or by means of a Person designated by such Parties, or by means of a Person hired by such Parties, provided that any Person designated as Operator which is not a Party expressly shall be obligated in writing to perform the covenants of Operator contained in this REA), effective on the first day of the next succeeding calendar month. Anything herein to the contrary notwithstanding, such takeover of the Operation of the Common Area shall not (i) obligate any Party to pay any cost in respect of the Operation of the Common Area, except the Allocable Share of each such respective Party, (ii) relieve any such Party of its obligation to pay its respective Allocable Share, (iii) relieve Developer of the obligation to observe any of the other terms of this REA to be kept and performed by Developer,

other than those relating to the Operation of the Common Area by Developer, or excuse Developer from past failures to Operate the Common Area, or (iv) relieve Developer of its obligation to pay the portion of each Major's Allocable Share of Common Area Maintenance Cost which such Major is not obligated to pay pursuant to its Separate Agreement with Developer.

Subject to the preceding sentence, each Party covenants and agrees to pay promptly to such Operator, upon demand, any sum which such Party would have been obligated to pay to Developer had Developer performed the functions of such Operator. If the Operation of the Common Area shall be performed by an Operator, and Developer shall have failed to make the payments referenced in clause (iv) above to such Operator, the other Parties shall cause such Operator to give Developer written notice of delinquency and if payment is not made by Developer within ten (10) days after receipt of such notice from such Operator, then any and all sums which would otherwise be payable to Developer by any and all Occupants of the Shopping Center in respect of its or their pro rata share of Common Area Maintenance Cost (and Enclosed Mall Maintenance Cost if the Operation of the Enclosed Mall is included in the takeover of maintenance), as specifically defined herein, exclusive of any real property taxes collected by Developer from Occupants on the Developer Tract, including the Allocable Shares of each respective Major, together with the right to enforce payment of and to collect the same, shall be deemed assigned to such Operator without the necessity of the execution of any further instrument of assignment thereof by Developer, other than this REA; and such Operator shall thereafter remain responsible for such Operation of the Common Area until another Person shall assume as Operator the Operation of the Common Area or portions thereof. Any such assignment shall be limited to only those payments with respect to the portion of the Common Area so maintained by such new Operator.

Notwithstanding the foregoing, any notice of dissatisfaction and subsequent take-over given pursuant to this

Section 9.11 may by its terms be exclusive of that portion of the Common Area within the Enclosed Mall as is covered by Enclosed Mall Operation and Maintenance Expense. If such notice is exclusive of the Enclosed Mall Operation and Maintenance Expense, then Developer shall continue to perform the services of Operating and maintaining the Enclosed Mall. If such notice shall be inclusive of Enclosed Mall Operation and Maintenance Expense, such Operator shall perform the functions required for such Enclosed Mall Operation and maintenance; provided that such take-over of Enclosed Mall Operation and maintenance, shall not (i) obligate any Major to pay the Enclosed Mall Operation and Maintenance Expense, except as may have been otherwise provided by the Separate Agreement with any such Major, (ii) relieve any Major of its obligation to pay its agreed share of Enclosed Mall Operation and Maintenance Expense as set forth in its Separate Agreement, (iii) relieve Developer of its obligation to pay Enclosed Mall Operation and Maintenance Expense not paid by the Majors, or (iv) otherwise relieve Developer of the obligation to keep, perform and observe any of the other terms of this REA to be kept and performed by Developer, other than those relating to Enclosed Mall Operation by Developer, or excuse Developer from past failures to Operate the Enclosed Mall. If such Operator performs the functions required for Enclosed Mall Operation and maintenance, Developer shall promptly upon such takeover furnish the Operator with a complete list of all Occupants of Developer Mall Stores, setting forth in such statement the amount of Enclosed Mall Operation and Maintenance Expense to be paid by each such Occupant.

If the Operation of the Common Area shall be taken over from Developer, (i) the new Operator shall be responsible for the Operation of the Common Area in accordance with this Article 9 until the Parties designate or hire another Person for the Operation of the Common Area or portions thereof, as provided above in this Section 9.11, and (ii) concurrently therewith,

Developer shall be released from the unaccrued obligations to perform such Operation as of the date of takeover.

END OF ARTICLE

ARTICLE 10

INDEMNIFICATION AND PUBLIC LIABILITY INSURANCE

Section 10.1 Indemnity--Common Area. Subject to the provisions of Section 11.5, Developer covenants to, and any Party who acts as Operator shall, Indemnify each other Party and Agency, from and against all Loss arising from or as a result of the bodily or personal injury to or death of any Person or damage to property as shall occur within the Common Area which it is obligated to Operate. A Party or Agency shall not be entitled to such indemnification to the extent any Loss is caused by its active negligence or its willful wrongdoing.

Section 10.2 Indemnity--Tracts. Subject to the provisions of Section 11.5, each Party covenants to Indemnify each of the other Parties and Agency, and Agency covenants to Indemnify each of the Parties (each Party and Agency as the Indemnifying party herein being referred to as "Indemnitor," and each Party and Agency as the Indemnified party herein being referred to as "Indemnitee"), from and against all Loss arising or resulting from any occurrence on the Indemnitee's Tract, except for claims (i) required to be Indemnified against by Developer or Operator as provided for in Section 10.1 hereof, or (ii) insured against or required to be insured against by the insurance referred to in Section 10.3 hereof, or (iii) as to any Indemnitee, to the extent caused by the negligence or willful wrongdoing of such Indemnitee.

Section 10.3 Developer's Liability Insurance--Common Area. Developer and any Person who acts as Operator shall, during the term of this REA, maintain or cause to be maintained, in full force and effect, commercial general liability insurance, written on an occurrence basis if available, with a financially responsible insurance company or companies approved by the Parties and having a Best's rating of A-X or better, including coverage for any insured loss occurring within the Common Area, with a combined single limit of at least five

million dollars ($5,000,000) per occurrence, with a deductible of not more than twenty-five thousand dollars ($25,000). Such insurance shall include coverage for completed operations, personal and bodily injury, owners and contractors protective, explosion, collapse and underground, as well as contractual liability to insure the indemnity set forth in Section 10.1 and for automobile liability insurance, including owned, hired and nonowned automobile coverage. Developer shall furnish to all other Parties, on or before the effective date of any such policy, evidence that the insurance referred to in this Section 10.3 is in force and effect. Such insurance shall name all other Parties and Agency as additional insureds thereunder and shall provide that the same may not be canceled, reduced or amended without at least thirty (30) days prior written notice being given by the insurer to the Parties.

Section 10.4 Parties' Liability Insurance--Stores. Each Party shall, during the term of the REA, severally maintain in full force and effect commercial general liability insurance, written on an occurrence basis if available, with a financially responsible insurance company or companies having a Best's rating of A-X or better, including coverage for any insured loss occurring on its Tract (exclusive of Common Area), with a combined single limit of at least five million dollars ($5,000,000) per occurrence, including coverage for completed operations, personal and bodily injury, as well as contractual liability to insure the indemnity set forth in Section 10.2, with a deductible of not more than twenty-five thousand dollars ($25,000) unless such Party is entitled to self-insure.

Section 10.5 Blanket Insurance, Self-Insurance and Certificates. The insurance described in Sections 10.3 and 10.4 may be carried in whole or in part under a policy or policies covering other liabilities and locations of a Party or its parent, subsidiary or entity under common control with said Party (an "Affiliate"). The insurance referred to in Section 10.4 may be satisfied, in whole or in part, under any plan of self-

insurance from time to time maintained by any Party, on condition that the Party so self-insuring or its Affiliate has and maintains adequate net current assets for the risks so self-insured and such Affiliate has guaranteed or otherwise expressly agreed in writing to perform those obligations which are self-insured. Any Party maintaining a self-insurance plan shall furnish to any other Party requesting the same evidence of the adequacy of said net current assets (net current assets of such Party and its Affiliates of one hundred million dollars [$100,000,000] [in 1992 Dollars] or more shall in all instances conclusively be deemed to be adequate for the purposes of this Article). The annual report or audited financial statements of any self-insuring Party or its Affiliate which is a publicly held corporation that is audited by an independent certified public accountant shall be sufficient evidence of its net current assets.

Each Party which either is not qualified to self-insure or is qualified but has not elected to self-insure shall furnish to all other Parties certificates evidencing that the insurance referred to in Section 10.4 is in full force and effect. All policies of insurance carried by any Party under Sections 10.3 and 10.4, or endorsements issued under any blanket policy or policies covering those liabilities required to be insured against by Sections 10.3 and 10.4, as the case may be, shall provide that the same may not be canceled or reduced in scope or below the amount required hereunder or modified in a manner inconsistent with the requirements hereunder without at least thirty (30) days prior written notice being given by the insurer to each of the other Parties. If any Party is qualified to and elects to self-insure and thereafter elects to discontinue self-insurance, it shall give at least thirty (30) days prior written notice of such election to each of the other Parties.

END OF ARTICLE

ARTICLE 11

CASUALTY INSURANCE

Section 11.1 Developer. Effective upon the date of this REA and continuing until Developer no longer is required to restore the Developer Mall Stores under Section 12.3, as respects the Developer Mall Stores, and continuing until the Termination Date, as respects the Enclosed Mall, Developer agrees to carry or cause to be carried casualty insurance written on a replacement cost basis, in an amount equal to at least one hundred percent (100%) of the replacement cost (exclusive of the cost of excavations, foundations and footings and without deduction for depreciation) of the Developer Mall Stores and the Enclosed Mall, respectively, insuring against "all risks" of physical loss or damage included within broad form "all risk" casualty insurance, specifically including, but not limited to, Loss resulting from fire, windstorm, cyclone, tornado, hail, explosion, water damage, riot, riot attending a strike, civil commotion, malicious mischief, vandalism, aircraft, vehicle, smoke damage and sprinkler leakage, collapse, flood (if the Shopping Center is in a designated flood plain), earthquake and boiler and machinery perils. Such insurance shall be carried with financially responsible insurance companies having Best's ratings of A-X or better. The earthquake damage coverage shall have no more than a ten percent (10%) deductible and shall only be required if generally available in the insurance industry in Southern California.

Developer agrees that such policies shall contain a provision that the same may not be canceled, reduced or modified without at least thirty (30) days prior written notice being given by the insurer to the Majors.

Section 11.2 Majors. Each Major, as respects its Store (excluding Outbuildings), agrees to carry or cause to be carried, for so long as it is required to Operate pursuant to Article 20, fire and extended coverage insurance, written on a

replacement cost basis, in an amount equal to at least ninety percent (90%) of the replacement cost (exclusive of the cost of excavations, foundations and footings and without deduction for depreciation) of such Store, specifically insuring against loss or damage resulting from, without limitation, fire, windstorm, cyclone, tornado, hail, explosion, riot, riot attending a strike, civil commotion, malicious mischief, vandalism, aircraft, vehicle and smoke damage and sprinkler leakage. Such insurance shall be carried with financially responsible insurance companies having a Best's rating of A-X or better, and shall contain a provision that the same may not be modified, reduced or canceled without at least thirty (30) days prior notice being given by the insurer to the other Parties.

Section 11.3 Parking Structure. Developer agrees that it will carry or cause to be carried casualty insurance against loss or damage to the Automobile Parking Area, including but not limited to the Parking Structure, resulting from perils ordinarily included within broad form "all risk" casualty insurance, specifically including, but not limited to, loss or damage resulting from fire, windstorm, cyclone, tornado, hail, explosion, water damage, riot, riot attending a strike, civil commotion, malicious mischief, vandalism, aircraft, vehicle and smoke damage, sprinkler leakage, collapse, flood (if the Shopping Center is in a designated flood plain) and earthquake, in amounts equal to the full replacement cost thereof (exclusive, except in the case of the earthquake damage endorsement, of the costs of excavation, foundation and footings), with only such deductibles, exclusions from coverage and limitations as are necessary to obtain reasonable premium rates from reputable insurance companies and as are approved by the Parties. The costs of such insurance shall be a part of Common Area Maintenance Cost, provided that the annual premiums therefor attributable to the Parking Structure chargeable to Common Area Maintenance Cost shall not exceed the sum of $30,000 (the "Parking Structure Insurance Cap"), and Agency agrees to pay any portion of such

premiums which shall exceed the Parking Structure Insurance Cap annually. The Parking Structure Insurance Cap shall be adjusted every five (5) years during the term of this REA in proportion to the increase or decrease in the "Index" (as defined in and in accordance with the provisions of Section 27.19 hereof). Such insurance may be carried under a policy or policies covering other properties owned or controlled by Developer, provided that such policy or policies allocate to the Parking Structure an amount not less than the amount of insurance required to be carried pursuant to the first sentence of this Section 11.3. The amounts of insurance required to be carried on the Parking Structure as set forth above shall be reviewed from time to time by the Parties, but not less frequently than once in every twenty-four (24) months, and if upon such review it is determined by the Parties that the amounts carried are more or less than the full current replacement cost of the Parking Structure with approved deductibles, exclusions and limitations, the amounts of such insurance shall be increased or decreased to such full replacement cost.

Section 11.4 Blanket Insurance, Self-Insurance and Certificates. Any insurance required by this Article 11 may be carried in whole or in part under a policy or policies covering other liabilities and locations of a Party; provided that such policy or policies (i) allocate(s) to the properties required to be insured by Sections 11.1 and 11.2 an amount not less than the amount of insurance required to be carried by such Party, and (ii) contain(s) or otherwise unconditionally authorize(s) the waiver granted in Section 11.5. Each Party shall, upon receipt of a written request therefor, furnish to all other Parties evidence that the insurance required by Sections 11.1 and 11.2 is in full force and effect unless such requested Party is self-insuring pursuant to this Section 11.4.

Notwithstanding anything to the contrary contained in this Article 11, the insurance requirements of this Article 11 may be satisfied in whole or in part under any plan of self-

insurance from time to time maintained by any Party or its Affiliate, on condition that (i) the Party so self-insuring or its Affiliate has and maintains adequate net current assets for the risks so self-insured against, (ii) any Party so self-insured shall furnish to any other Party hereto requesting the same evidence of the adequacy of said net current assets (net current assets of one hundred million ($100,000,000) [in 1992 Dollars], or more, shall in all instances conclusively be deemed to be adequate for the purposes of this Article 11), and (iii) if the self-insurance by a Party is based upon the net current assets of one or more Affiliates of said Party, said Affiliate(s) shall guarantee or otherwise expressly agree in writing to assume these obligations which are to be self-insured, which written assumption shall be furnished to any other Party requesting the same. The annual report or financial statements of any such Party or Affiliate that is audited by an independent certified public accountant shall be sufficient evidence of such Party's or Affiliate's net current assets. If any Party is qualified to and elects to self-insure and thereafter elects not to self-insure, it shall give at least thirty (30) days prior written notice of such election to the other Parties.

Section 11.5 Mutual Release; Waiver of Subrogation. Each Party and Agency hereby releases each of the other Parties and Agency (each Party and Agency as the releasing party herein being referred to as "Releasing Person," and each Party and Agency as the released party herein being referred to as "Released Person") and the Released Person's officers, directors, agents, partners, servants and employees from any liability, and on behalf of its insurer waives any right of subrogation for any loss or damage to any or all property, including any resulting loss of rents or profits of each, and of any Occupant claiming its right of occupancy by or through it, located upon the Shopping Center Site, which loss or damage is of the type covered by the insurance maintained or required to be maintained by the Releasing Person under this Article 11 (whether or not actually

carried by the Releasing Person), regardless of any negligence on the part of the Released Persons which may have contributed to or caused such loss or damage. If the insurance policy does not allow a waiver of the right of subrogation of the insurer, each Releasing Person covenants that it will obtain for the benefit of each Released Person a waiver of any right of subrogation which the insurer of such Releasing Person may acquire against any such Released Person by virtue of the payment of any such loss covered by such insurance.

If any Releasing Person is by law, statute or governmental regulation unable to obtain a waiver of the right of subrogation for the benefit of each Released Person, then, in addition to any other remedies available in law or equity, during any period of time when such waiver is unobtainable, or has not been obtained for any reason, said Released Person shall not have been deemed to release any subrogated claim of its insurance carrier against the Releasing Person, and during the same period of time, each other Released Person shall be deemed not to have released the Releasing Person who has been unable, or failed for any reason, to obtain such waiver from any claims it or its insurance carriers may assert which otherwise should have been released under this Section 11.5.

Section 11.6 Occupants Waiver. Developer covenants to and with the Majors that it will exercise diligence in good faith to require all Occupants occupying any building on the Developer Tract to obtain for the benefit of the Majors a waiver of any right of subrogation which the insurer of any such Occupant may acquire against any Major by virtue of the payment of any loss to such Occupant covered by the Occupant's insurance.

Section 11.7 Insurance Proceeds. In every case of loss or damage to the Developer Improvements or to the Store of a Major, all casualty insurance proceeds (excluding the proceeds of any rental value, or use and occupancy insurance) shall be used with all reasonable diligence by the Party for rebuilding, repairing or otherwise reconstructing the same, to the extent

required to be reconstructed pursuant to Article 12 hereof, or if not so required, to the extent such Party shall elect to reconstruct, or if not so required and if such Party elects not to reconstruct, then to the clearing and improving of its Store Site as Common Area in accordance with Article 12 hereof.

Each Party who is not then qualified to self-insure pursuant to Section 11.4 covenants that each casualty policy required by this Article 11 shall expressly provide that in case of any loss which exceeds two hundred fifty thousand dollars ($250,000), the amount of any insurance proceeds shall be paid in trust to the Mortgagee of the Party's Tract or, if there is no Mortgagee, then to such bank or trust company qualified under the laws of the State of California and approved by the other Parties as the Party shall designate for the custody and disposition as herein provided. The trustee fee shall be paid by the insured.

Payment of the proceeds shall be made by the trustee of the funds to the Party, or its contractor or contractors, in the discretion of the trustee, as follows:

(a) At the end of each month, or from time to time, as may be determined by the trustee, upon presentation of the certificate of the licensed architect of such Party that the Work billed for has been performed in accordance with plans and specifications for such Work, an amount which represents a fraction of the total amount held in trust, the numerator of which fraction is ninety percent (90%) of the payments to be made to the contractors or materialmen for Work done, material supplied and services rendered during each month or other period (not taking into account any retainage), and the denominator of which fraction is the total contract price for the entire reconstruction or repair; provided that the amount of the construction contract price in excess of the amount received based upon the insurance policies has first been provided by the Party for such purposes and its application for such purposes assured.

(b) At the completion of the Work, the balance of such proceeds required to complete the payment of such Work, provided that at the time of such payment (i) there are no liens against the property by reason of such Work, and the period within which a lien may be filed has expired, or proof has been submitted that all costs of Work theretofore incurred have been paid, and (ii) such Party's architect shall certify that all required Work is completed and proper and reasonably comparable in terms of quality as the original Work required by this REA and in accordance with the approved plans and specifications.

Any funds not required to rebuild or raze and clear under Article 12 hereof shall be paid by the trustee to the Party, or its Mortgagee, as their interests may appear.

Section 11.8 Certificate of Insurance. Except as to the Parties qualified and electing to self-insure hereunder, each Party shall, from time to time upon the request of another Party (but not more often than once each calendar year), promptly furnish the requesting Party a certificate evidencing the former Party's compliance with the insurance requirements of this Article.

END OF ARTICLE

ARTICLE 12

COVENANTS AS TO REPAIR, MAINTENANCE, ALTERATIONS AND RESTORATION

Section 12.1 Maintenance. Subject to the other provisions of this Article 12 and to Article 15, each Party shall keep and maintain, or cause to be kept and maintained in good order, condition and appearance, all completed portions of its respective Store, and as to Developer, the Developer Improvements.

Section 12.2 Restoration of Common Area (Other than the Enclosed Mall). In the event of any casualty (which shall include acts of God, fire, earthquake, explosion and similar occurrences) which results in damage to or destruction of the Common Area (other than the Enclosed Mall and the Parking Structure), during the term of this REA, whether insured or uninsured, Developer shall repair or restore such Common Area which has been damaged or destroyed with due diligence. Such repair or restoration shall be performed in accordance with the applicable requirements of Section 12.5.

In the event of damage to or destruction of any part of the Parking Structure from any cause required to be insured against pursuant to Section 11.3, Developer shall cause the same to be repaired or restored with due diligence and in accordance with the applicable requirements of Section 12.5. If such damage or destruction to the Parking Structure shall result from any cause not required to be insured against pursuant to Section 11.3, Agency shall cause the Parking Structure to be repaired or reconstructed with due diligence and in accordance with the applicable requirements of Section 12.5.

All insurance proceeds payable on account of any damage to or destruction of the Common Area, including but not limited to the Parking Structure (but excluding the Enclosed Mall), shall be made available to Developer for and to the extent required for the repair and restoration of any damaged Common

Area, including but not limited to the Parking Structure (but excluding the Enclosed Mall). Developer agrees to use all such insurance proceeds received by it for repair or restoration of the damaged portion of the Common Area as set forth in this Section 12.2. All costs and expenses of repair and restoration of the Common Area, including but not limited to the Parking Structure (but excluding the Enclosed Mall), in excess of insurance proceeds paid to Developer as aforesaid shall be paid by the Parties in the ratio of their Allocable Shares as Work progresses, in the same manner as payments for Work are made pursuant to Section 15.2(b)(i) and (ii), except in the case where Agency is responsible for repair or restoration of the Parking Structure as set forth in the preceding paragraph.

Section 12.3 Restoration of Developer Mall Stores and Enclosed Mall. Developer covenants to and with the Majors that upon any damage to or destruction of the Developer Mall Stores or the Enclosed Mall it shall:

(a) If such damage or destruction occurs during the period in which Operation by any Major is required pursuant to Section 20.1, at its own expense, and with due diligence, repair or restore or rebuild the Developer Mall Stores, to at least the Minimum Floor Area, and repair or restore the Enclosed Mall in its entirety. This subparagraph (a) shall apply regardless of the cause of such damage or destruction and whether such damage or destruction was insured or uninsured; and

(b) If such damage or destruction occurs after the period referred to in subparagraph (a) above, at its own expense, and with due diligence, repair or restore the Developer Mall Stores to at least the Minimum Floor Area and repair or restore the Enclosed Mall in its entirety, unless:

(i) Such damage or destruction was caused by a casualty not required to be insured under Section 11.1 hereof, and which in fact was not insured against, and the cost of such repair or restoration exceeds ten percent (10%) of the then

replacement cost of the entire Developer Mall Stores and the Enclosed Mall; or

(ii) Such damage or destruction was caused by a casualty required to be insured under Section 11.1 hereof, or which in fact is insured against, the cost of such repair or restoration is more than twenty percent (20%) of the then replacement cost of the entire Developer Mall Stores and the Enclosed Mall, and Developer does not receive the covenants hereinafter described in this clause (b)(ii). Promptly following such damage or destruction, Developer shall request in writing of all of the Majors that they agree to Operate their respective Stores, in at least their respective Minimum Floor Area set forth in Section 8.1, for a period of ten (10) years commencing on the earlier of the date of completion of such repair or restoration or eighteen (18) months after the date of such damage or destruction (each a "Renewed Operating Covenant"). This clause (b)(ii) relieving Developer of its obligation to repair or restore Developer Mall Stores and the Enclosed Mall shall not apply if, within sixty (60) days after such request is made, at least three (3) of the Majors deliver to Developer in writing, in recordable form if requested, a Renewed Operating Covenant, it being understood that Developer only shall be required to rebuild the Developer Mall Stores and the Enclosed Mall between the Majors delivering a Renewed Operating Covenant, as well as appropriate access to the Automobile Parking Area, including any pedestrian bridge(s) from the Parking Structure to any such Major's Store.

If following such damage or destruction Developer does not obtain at least three (3) Renewed Operating Covenants, the provisions of this clause (ii) relieving Developer of its obligation to repair or restore the Developer Mall Stores and the Enclosed Mall shall not apply if at least one (1) Major delivers to it a Renewed Operating Covenant, in which event the obligation of Developer for repair or restoration of said Developer Mall Stores and the Enclosed Mall shall be limited to the

Floor Area in the Developer Mall Stores which is located "immediately adjacent" to the Stores of whichever of the Majors has delivered a Renewed Operating Covenant and also shall include the portion on both levels of the Enclosed Mall opening on and located immediately adjacent to the Store of such a Major; provided that if two (2) Majors shall deliver a Renewed Operating Covenant, and the two Majors are Broadway and Penney, or Bullock's and May, or Broadway and Bullock's, or Penney and May, or Penney and Bullock's, such restoration shall include all Developer Mall Stores and the Enclosed Mall between such Majors.

The term "immediately adjacent" as used above shall mean that portion of the Enclosed Mall and the Developer Mall Stores adjacent thereto on both levels located within two hundred feet (200') of the Enclosed Mall entrance for the Broadway Store and the May Store, and within two hundred (200) feet in each direction of the Enclosed Mall entrance for the Penney Store and the Bullock's Store, measured in the case of Penney and Bullock's from the point where the centerline of such Major's Court intersects with the east/west centerline of the Enclosed Mall.

Developer shall be excused from the performance of its obligations as set forth in this Section 12.3 for and during any period of time when (i) all of the Majors are in default of their respective covenants contained in Section 12.4, or (ii) all such Majors are in default of their respective covenants contained in Article 20, or (iii) if such Majors have been released from their respective covenants contained in Article 20, and all such Majors are neither Operating nor in the process of repairing or restoring their Stores.

Section 12.4 Restoration of Stores of Majors. Each of Broadway, Bullock's, and May, respectively, covenants with each other and with Developer that upon any damage to or destruction of its respective Store, if and so long as such respective Store is required to Operate as provided in Article 20 hereof, it will cause its Store (excluding Outbuildings) to be

repaired or restored. Any Store of a Major repaired or restored as hereinabove required or otherwise shall contain at least the Minimum Floor Area required by Section 8.1 hereof, which Floor Area shall be situated within the Major's Store Site. Any such repair or restoration shall be performed in accordance with the provisions of Section 12.5. The entrances to such Store on the Enclosed Mall shall be in the same location as existed prior to the damage or destruction. The covenants contained in this Section 12.4 shall not be enforceable by Developer unless Developer is Operating pursuant to Article 19 at the time of such damage or destruction.

A Major may demolish the whole or any part of its Store after release or termination of its Operating covenant, provided it securely seals the entrances to its Store from the Enclosed Mall, and provided the area so demolished and not rebuilt as Floor Area is improved as Common Area as provided in Section 12.8. Subject to the foregoing and to other applicable provisions of this REA, each Major may at any time make any alterations, additions or improvements to its Store as such Major shall determine in its sole and absolute discretion.

Each of the Majors shall be excused from the performance of its respective obligations set forth in this Section 12.4 hereof (the "Excused Major") for and during any period of time when (a) there shall be a default in performance of the covenants of Developer in Sections 12.2 or 12.3, or (b) when at least two (2) of the other Majors shall be in default of their respective covenants under Section 12.4 hereof, or (c) when the Excused Major shall be released from the performance of its respective obligations under Section 20.1 hereof pursuant to Section 20.2 hereof.

Section 12.5 Standards of Construction. All Work performed by any Party shall be performed in strict compliance with such of the following requirements as are applicable thereto, to wit:

(a) No Work shall be commenced unless the Party desiring to perform the same has in each instance complied with the appropriate provisions of this REA.

(b) All Work shall be performed in a good and workmanlike manner and shall strictly conform to and comply with:

(i) The plans and specifications therefor approved to the extent provided in Article 3, as if Article 3 applied to both Phase I and Phase II and to all Parties hereto.

(ii) All applicable requirements of laws, codes and governmental regulations and rules; and

(iii) To the extent applicable, Articles 2, 3, 4, 5, 7 and 8, as if such Articles applied to Phase I as well as Phase II and to all Parties hereto.

(c) All Work shall be completed with due diligence, and at the sole cost (except as provided to the contrary herein or in any Separate Agreement) of the Party performing the same, but no later than eighteen (18) months following the date of occurrence of any damage or destruction requiring such Work.

(d) If the Work is to a structure which is adjacent to the Enclosed Mall or a Major's Store, as the case may be, then during the performance of the Work, the Enclosed Mall entrance to the structure being repaired or restored shall be securely sealed and temporarily enclosed so as not to permit the escaping of conditioned air, and upon completion shall have physical integration with the Enclosed Mall or the Major's Store, as the case may be. Any restoration Work shall include leveling, paving, creation of proper exterior walls for what previously constituted common party walls, and the creation of reasonably useful and suitably located entrance(s) and exit(s), with proper ingress to and egress from the Enclosed Mall and the Automobile Parking Area, all as approved by any Major(s) delivering a Renewed Operating Covenant.

Section 12.6 Licenses for Repair or Restoration. Each Party is hereby granted a temporary license to use portions of the Common Area for the purposes of performing maintenance

upon, and making repairs and replacements to, and/or making alterations, additions or improvements to, and/or razing, its Store or the Enclosed Mall, respectively, pursuant to this REA.

For all purposes for which a temporary license is exercised, the Party desiring to undertake the same shall submit to the Party possessing the Tract in question for its approval within a reasonable time prior to the commencement of such Construction a plot plan of the Shopping Center on which such Party shall delineate those portions of the Common Area with respect to which such Party proposes to exercise the license in connection with such Construction, the nature and extent of the Construction and a time schedule therefor, and the Party or Agency upon whose Tract the same is to be performed shall, within twenty (20) days thereafter, notify such requesting Party whether it approves or disapproves of the proposed location, timing and use. A Party using such a license shall comply with Article 7 hereof, and upon cessation of such use, promptly shall restore the portions of the Common Area so used to the condition in which the same were prior to the time of commencement of such use, including the clearing of such area of all loose dirt, debris, equipment and Construction materials. Such Party also shall repair or restore, at its sole cost, any portions of the Shopping Center which may have been damaged by the performance of such Construction promptly upon the occurrence of such damage, and shall at all times during the period of any Construction keep all portions of the Shopping Center, except the portions upon which said Construction is being performed, and except the portions of the Common Area being utilized by such Party pursuant to this Section 12.6, free from and unobstructed by any loose dirt, debris, equipment or construction materials related to such Construction.

Section 12.7 Clearing of Premises. Whenever any Party is not obligated hereunder to repair or restore any building that has been damaged or destroyed and elects not to do so, then such Party shall demolish such building or such part thereof as has been so damaged or destroyed and clear the premises of all

debris. All ground areas not restored with buildings shall be leveled, cleared and improved either as Automobile Parking or with minimal landscaping, including, without limitation, grass, which is compatible with the balance of the Shopping Center, at the expense of such Party. Thereafter, said area shall become a portion of the Common Area and be maintained as such until such time as such Party may elect to rebuild thereon.

Section 12.8 Liability of Mortgagee. Any other provision in this Article 12 to the contrary notwithstanding, Sections 12.3 and 12.4 hereof shall be applicable to the Mortgagee of any Tract, except that:

(a) Where any Person acquires title by reason of foreclosure or by deed in lieu of foreclosure, or where a leaseback in a Sale and Leaseback terminates by reason of a default, such Person shall only be obligated, in accordance with the provisions of this REA, for the repair or restoration of improvements damaged subsequent to such foreclosure, conveyance in lieu of foreclosure, or termination of leaseback; provided that where damage or destruction is caused by a peril which is included within the risks required to be insured under this REA, or is in fact insured against, and the damage or destruction occurs prior to such foreclosure sale, conveyance or termination of leaseback, any such Person who so acquires title shall reconstruct the damaged improvements to the extent of the insurance proceeds received on account thereof.

(b) If a Person which has acquired title in the manner set forth in subparagraph (a) above is not required pursuant to subparagraph (a) above to repair or restore any building that has been damaged or destroyed, and elects not to do so, then such Person shall demolish such building or any part thereof that has been so damaged or destroyed, clear the premises of all debris and improve said area at its expense as Common Area, as required by Section 12.7 hereof. Thereafter, said area shall become a portion of the Common Area until such time as said Person may elect to rebuild thereon in accordance with the provi-

sions of this REA. Should such Person be permitted to demolish and desire to demolish only a portion of any such building, the remaining building must contain not less than the Minimum Floor Area for such building pursuant to Article 8 hereof.

Failure of a Person acquiring an interest in a Party's Tract as a result of foreclosure, conveyance in lieu thereof or termination of leaseback to repair or restore where it is not required to do so as aforesaid shall not constitute a breach of this REA by such Person if it has become the Party as to such Tract, provided that nothing contained in this Section 12.8 shall limit the rights of the Majors under Sections 12.4 or 20.2 if there is such limited performance of Sections 12.3 or 12.4 by such Person, and nothing contained in this Section 12.8 shall be construed to relieve the Party whose interest has been acquired by such Person of any of its obligations under this REA (including, without limitation, Sections 12.3 and 12.4).

Section 12.9 Common Building Components. Except as may be otherwise expressly provided in this REA, the following provisions shall apply to the repair, restoration or alteration of Common Building Components:

(a) Each Party owning any improvement in the Shopping Center which contains a Common Building Component shall, for so long as another Party owns an improvement which is benefitted by the subject Common Building Component, maintain, repair and restore such Common Building Component at its own cost and expense so that, subject to subparagraph (b) of this Section 12.9, it shall continue to have the capacity to be so used in common with such benefitted improvement in question.

(b) Each Party owning any benefitted improvement which utilizes any Common Building Component shall not place upon the subject Common Building Component any burden which is in excess of the capacity of the subject Common Building Component or which will prevent the use of the improvement containing the subject Common Building Component for its intended purposes.

(c) Any Party owning either an improvement containing a Common Building Component or a benefitted improvement, as the case may be, may do any Work of repair, restoration or alteration or otherwise with respect to such improvement, notwithstanding that during the course of performing such Work a condition otherwise prohibited by the provisions of this Section 12.9 may result, if:

(1) During the course of performance of such Work, the Party by whom or on whose behalf such Work is being done shall, at its own cost and expense, provide such temporary facilities as may be necessary and applicable:

(i) To perform the function performed by the Common Building Component, if such Work is performed with respect to the improvement containing same; or

(ii) To increase the capacity of, or supplement, the Common Building Component to the extent necessary so that the benefitted improvement shall not, during the performance of such Work, either place on such Common Building Component a burden in excess of its capacity or otherwise prevent the use of the improvement containing the Common Building Component for its intended purposes, if such Work is performed with respect to the benefitted improvement in question; and

(2) At the conclusion of such Work, there is compliance with the provisions of whichever of subparagraphs (a) or (b) of this Section 12.9 is applicable.

(d) Notwithstanding the provisions of subparagraphs (a) and (b) of this Section 12.9, the Party upon whose Tract the improvement with respect to which the Work in question was done shall not be liable to the Party upon whose Tract such other improvement affected by such Work is located for any inconvenience, annoyance, disturbance or loss of business caused by the performance of such Work (except that the Party performing

such Work, if such Party is negligent, shall be liable), so long as the Party upon whose Tract the improvement with respect to which such Work is being performed shall make all reasonable efforts to keep any such inconvenience, annoyance, disturbance or loss of business to the minimum required by the Work in question.

(e) Anything in this Section 12.9 to the contrary notwithstanding, it is expressly understood and agreed that the obligations of Developer for the maintenance, repair and restoration of the Enclosed Mall shall at all times remain the obligations of Developer even though the same may be a Common Building Component.

END OF ARTICLE

ARTICLE 13

MORTGAGE OF DEVELOPER TRACT

Developer represents to the Majors and to Agency that a Mortgage has heretofore been executed with respect to a portion of the Developer Tract, which portion is legally described on EXHIBIT A--PART X attached hereto and is hereinafter referred to as the "Encumbered Portion." Each of the Majors and Agency agrees that if upon the foreclosure of such Mortgage, or the exercise of any power of sale contained in such Mortgage, or the execution of a deed in lieu of foreclosure of such Mortgage, the Person thereby succeeding to the Developer's interest in the Encumbered Portion shall not be the same Person holding the Developer's interest in the remaining portion of the Developer Tract, which portion is legally described on EXHIBIT A--PART XI attached hereto and is hereinafter referred to as the "Remaining Portion," then in such event (a) the Person succeeding to the Developer's interest in the Encumbered Portion shall incur no liability whatsoever to any Occupant or Agency for the failure to perform any obligation to which the Developer may be subject in respect of the Remaining Portion, including, without limitation, (i) the construction, reconstruction, repair or rebuilding of any Developer Improvements or Common Area on the Remaining Portion, and (ii) the payment of any Common Area Maintenance Cost attributable to the Remaining Portion, and (b) no Occupant or Agency shall have any right to demand performance by the Person succeeding to the Developer's interest in the Encumbered Portion as to any of the foregoing, or assert against the Person succeeding to the Developer's interest in the Encumbered Portion any rights or claims of default by virtue of the failure of the Person holding the Developer's interest in the Remaining Portion to perform any obligation or undertaking or to comply, or enforce compliance, with any restriction, limitation, condition or covenant under this REA with respect to the Remaining Portion, and (c) no Occupant or Agency shall, as to the Person succeeding to the Devel-

oper's interest in the Encumbered Portion, be excused from performing any obligation or undertaking provided for in this REA or be released from any liability therefrom by virtue of the failure of the Person holding the Developer's interest in the Remaining Portion to perform any obligation or undertaking or to comply, or enforce compliance, with any restriction, limitation, condition or covenant under this REA with respect to the Remaining Portion.

Nothing contained in the preceding paragraph shall be deemed to release or relieve such Person succeeding to the Developer's interest in the Encumbered Portion from any of the obligations or liabilities of Developer with respect to the Encumbered Portion, or to amend, vary or diminish such obligations or liabilities. Notwithstanding any such foreclosure, exercise of a power of sale or deed in lieu of foreclosure, the Person holding the Developer's interest in the Remaining Portion shall at all times remain liable to the Parties and Operator to perform the obligations or liabilities specified in the preceding paragraph with respect to the Remaining Portion and shall continue to be bound by all covenants, restrictions and conditions set forth in this REA and binding upon Developer as to the Remaining Portion. Common Area Maintenance Cost shall be reimbursed to Developer or Operator, as the case may be, by such Person as to the Initial Planned Floor Area on the Remaining Portion computed on the same basis that the Allocable Shares of the Parties are computed pursuant to Section 1.3.

Nothing in this Article 13 shall be construed to modify or alter the provisions of Section 1.23 and the exercise of all rights and approvals granted to Developer under this REA shall continue to be governed by the provisions of Section 1.23.

The provisions of this Article 13 shall become effective only at such time(s) that the Person holding the Developer's interest in the Encumbered Portion and the Person holding the Developer's interest in the Remaining Portion shall not be one and the same Person, but at such time(s) thereafter as the Person holding the Developer's interest in the Encumbered

Portion and the Person holding the Developer's interest in the Remaining Portion become one and the same Person, the provisions of this Article 13 shall have no further force or effect.

END OF ARTICLE

ARTICLE 14

EXCUSE FOR NON-PERFORMANCE

Each Party and Agency shall be excused from performing any obligation or undertaking provided in this REA, except any obligation to pay any sums of money under the applicable provisions hereof (unless such payment is conditioned upon performance of an obligation or undertaking excused by this Article 14), if and only so long as the performance of any such obligation or undertaking is prevented or delayed by act of God, fire, earthquake, floods, explosion, actions of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, action of labor unions, condemnation, requisition, laws, orders of governmental, judicial, or civil or military or naval authorities, or any other cause, whether similar or dissimilar to the foregoing, not reasonably within the control of such Party (other than the lack or inability to procure monies to fulfill its commitments and obligations or undertakings provided in this REA).

Notwithstanding any specific references in certain other provisions of this REA to this Article 14, the absence of such specific reference in any other provisions shall not be deemed to diminish the general applicability of this Article 14.

END OF ARTICLE

ARTICLE 15

CONDEMNATION

Section 15.1 Determination of Award. Any award for damages (the "Award") resulting from condemnation of the Shopping Center Site or any portion thereof, whether such Award shall be obtained by agreement prior to or during the time of any court action, or by judgment, verdict or order, or by agreement after any such court action, resulting from a taking by exercise of right of eminent domain (as used herein, such term shall include condemnation, inverse condemnation or any other taking by any governmental authority or agency), or resulting from a requisitioning thereof by military or other public authority for any purpose arising out of a temporary emergency or other temporary circumstances, shall be distributed among the Parties in accordance with this Article 15.

Section 15.2 Distribution of Proceeds of Award. If a Party exercises its right to terminate this REA as to its Tract as provided in Section 15.4, subject to the provisions of Section 15.5 such Party shall be entitled to the entire Award relating to its interest in and to its Tract. If a Party does not have a right to terminate the REA as to its Tract or does not elect to exercise such right, the Award shall be paid promptly by the Persons receiving the same in trust to a Mortgagee of any Tract or, if there is no Mortgagee, then to any other bank or trust company approved by the Parties having an office in Los Angeles, California, as trustee, to be distributed (along with any interest thereon) among the Parties in accordance with this Article 15.

The Award (together with any interest earned thereon) shall be distributed by the trustee among the Parties as follows:

(a) If all or any portion of any Tract shall be condemned, the total Award paid for such Tract or portion thereof, exclusive of any portion of the Award or other compensation paid for any Common Area (or deemed to be paid for

any Common Area pursuant to subparagraph (c) of this Section 15.2) shall be paid to the Party owning or leasing (as determined in accordance with the provisions of the lease of the Tract) such Tract so taken.

(b) If all or any portion of the Common Area shall be condemned, the portion of the Award paid for the Common Area (or deemed to be paid for the Common Area pursuant to subparagraph (c) of this Section 15.2) shall be distributed by the trustee in the following order of priority:

(i) To such Party or Parties or Agency owning or leasing the portion of the Shopping Center Site so taken, for restoration of the Common Areas (after all Parties [other than Parties as to which this REA shall terminate as hereinafter provided] shall have approved complete plans and specifications for any substituted Common Area and the contract or contracts for the construction of such substituted Common Area) in progress payments during the progress of the restoration of Common Area, and as payment of the balance of the Award held by the trustee after full payment for such restoration, as the case may be, to the extent the Award will permit, as follows: (1) at the end of each month, or from time to time as may be agreed upon by the affected Parties, upon presentation of such Party's or Agency's architect certificates, progress payments in an amount which represents a fraction of the total amount held in trust, the numerator of which fraction is ninety percent (90%) of the payments to be made to the contractors or materialmen for Work done, material supplied and services rendered during each month or other period (not taking into account any retainage), and the denominator of which fraction is the total contract price for the entire reconstruction or repair; and (2) at the completion of the Work, the balance of the Award required to complete the payment for such Work; provided that at the time of each such payment (A) there are no liens against the Tract of any Party or notices to withhold as to Agency by reason of such Work, and the period within which a lien may be filed has expired, or the other

Parties are satisfied by proof submitted that all costs of such Work theretofore incurred have been paid, (B) such Party's or Agency's architect shall certify that all Work so far done and all Work for which payment has been claimed has been performed and is proper and of a quality and class equal to the original work required by this REA and in accordance with the plans and specifications therefor, and (C) such Party or Agency shall furnish to the trustee evidence satisfactory to said trustee that all previous advances have been devoted to defray the actual cost of such work up to the amount of such cost, or that such cost has actually been paid by such Party or Agency in an amount not less than all such previous advances. Should the cost of such Work exceed the net proceeds of the Award, the additional cost shall be borne by the Parties in the ratio of their Allocable Shares, except that in the case of the Parking Structure, any such excess cost shall be paid solely by Agency.

(ii) Should (1) the cost of such Work be less than the total Award paid for such Common Area, or (2) no substituted Common Area be provided, the Award or the balance of said Award so held in trust shall be apportioned among the Parties in accordance with their respective ownership interests in the Common Area so taken; provided, however, there is first distributed to all Parties or Agency having an interest in the Common Area so taken, any and all reasonable expenses or disbursements each such party may have incurred or obligated itself for in connection with such condemnation proceedings.

(c) If only a portion of the Floor Area and Common Area on any Tract shall be condemned and the condemning authority does not apportion the amount of the Award attributable to Floor Area and Common Area, the Parties shall agree as to the manner of allocation of the Award as to Floor Area or Common Area. If the Parties are unable to agree, the manner of allocation shall be determined by the court having jurisdiction of the condemnation proceeding.

Anything to the contrary in this Section 15.2 notwithstanding, if a Party is entitled to self-insure pursuant to Section 11.4, payment of such Party's portion of any Award for damages shall be made directly to such Party rather than to a bank or trust company as hereinabove provided. Anything to the contrary in this Section 15.2 notwithstanding, payment of any Award to Developer shall be held in trust by the holder of the Mortgage on the Developer Tract for application under this Article 15. If the Developer's Mortgagee is the holder of such Award, such Award shall be deposited in a California bank. The fees of the trustee (other than Developer's Mortgagee) shall be a first charge on the Award.

Section 15.3 Taking of Automobile Parking Area. If a portion of the Automobile Parking Area shall be taken in eminent domain so that after such taking the number of parking spaces in the Shopping Center Site shall be reduced to less than eighty percent (80%) of the number of parking spaces required to satisfy the parking ratio under Section 9.3 hereof, then this REA may be terminated upon the taking of permanent possession (as distinguished from a temporary requisition for a period of less than one hundred eighty (180) days) of such areas by the condemning authorities as hereinafter provided.

Any Party desiring to terminate this REA shall give notice of such desire to all other Parties and Agency within one hundred eighty (180) days after the taking has occurred, and if, within thirty (30) days after the giving of such notice, one or more of the remaining Parties shall not give notice in writing of its objection to such termination, this REA shall terminate on the sixtieth (60th) day after the giving of the first notice of intention to terminate.

Any Party objecting to such notice of intention to terminate shall, within thirty (30) days after receipt of notice of such intention, give notice of its objection to the termination of this REA to the other Parties and Agency, submitting therewith preliminary plans for additional Automobile Parking

Area which would raise the number of automobile parking spaces to an amount sufficient to have otherwise prevented such termination. Any parking and other substituted Common Area required to be constructed in conjunction with such increase in parking spaces shall be paid for in the manner proposed by such notice if it is approved by the Parties who would be responsible for such payment pursuant to the notice. This REA shall not terminate if within sixty (60) days following the receipt of such notice of objection at least four (4) Parties have agreed in writing to such proposed additional Automobile Parking Area; if there is no such agreement, this REA shall terminate upon the expiration of such sixty (60) day period. The determination of whether or not a Party shall reject or approve such additional Automobile Parking Area shall be made by each Party, in its sole discretion.

Section 15.4 Partial Taking of Floor Area and Automobile Parking Area. If ten percent (10%) or more of the Floor Area of any Major's Store (excluding Outbuildings) or of the Developer Mall Stores shall be taken in eminent domain, or if twenty percent (20%) or more of the parking spaces located within four hundred feet (400') of the Store of any Major (excluding Outbuildings) or the Developer Mall Stores as to Developer shall be taken in eminent domain, then such Party shall within one hundred eighty (180) days after the taking have the right to terminate this REA as to its Tract, upon giving not less than sixty (60) days written notice to the other Parties of its intention so to do. If Developer or any two (2) Majors terminate(s) the REA as to their Tracts pursuant to this Section 15.4, the other Parties shall have the right to terminate the REA as to their Tracts. Notwithstanding anything contained in this Section 15.4 to the contrary, no requisitioning by a military or other public authority for any purpose arising out of a temporary emergency or other temporary circumstances shall terminate this REA or entitle any Party to terminate this REA as to its Tract pursuant to this Section 15.4, unless and until such requisitioning shall remain

in effect for a continuous period of one hundred eighty (180) days.

Section 15.5 Mortgagee Participation. Nothing herein contained shall be deemed to prohibit any Mortgagee from participating in any eminent domain proceedings on behalf of any Party upon whose Tract it has a Mortgage, or in conjunction with any such Party; provided the same does not reduce the Award to any Party or the amounts and procedure for distribution thereof in accordance with Section 15.2 hereof.

Section 15.6 Extent of Reconstruction. Each Party not terminating or not entitled to terminate the REA as to its Tract pursuant to Section 15.3 or 15.4 and Agency shall, to the extent required under Sections 12.2, 12.3, and 12.4 (assuming such Sections were applicable to a condemnation), reconstruct the improvements upon its Tract to the extent of the Award paid to such Party or Agency, giving first priority to maintaining the parking ratio required under Section 9.3.

Section 15.7 Termination as to a Tract. If this REA is terminated as to the Tract of a Party, but not in its entirety, the Party as to which the REA has terminated shall in all events (i) demolish its building or perform such repair or restoration as necessary so that its improvements do not constitute a hazard or a nuisance; (ii) maintain its Tract and the improvements situated thereon in such a manner so as not to interfere with the Operation of the Stores or other improvements of the Parties still Operating under this REA; (iii) until the Termination Date comply with the use restrictions and prohibitions set forth in Section 8.4 hereof; and (iv) in compliance with Section 12.4, cause the entrances from the Enclosed Mall to its Store to be sealed in an airtight manner.

Section 15.8 Inverse Condemnation. Should any inverse condemnation result by reason of actions of a public authority, including, without limitation, any acts or actions of any applicable environmental protection act or regulations, and a judgment of a court of competent jurisdiction shall so determine,

then the rights of the Parties shall be the same as though condemnation had taken place.

Section 15.9 Termination of Benefits. Upon a permanent taking by condemnation or inverse condemnation of any portion of the Shopping Center, all easements appurtenant to the portion so condemned shall, upon the taking of such portion, terminate to the extent they are appurtenant to such portion, but, unless this REA terminates as to the Tract in question, all such easements shall continue as to any portion of the Shopping Center Site not so condemned as to each Tract as to which this REA has not terminated, and also as to each Tract as to which this REA has terminated, with respect to any easements which are expressly provided to survive the termination of this REA. The Parties and Agency agree to execute and record any instrument which is reasonably requested by any Party or Agency for the purpose of confirming such termination or continuation of easements.

END OF ARTICLE

ARTICLE 16

CORRECTION OF SITE DESCRIPTIONS

Section 16.1 Correction of Site Descriptions. By reason of errors, the Phase II Developer Improvements or the May Store may not be constructed precisely within their respective Tracts as described in Exhibit A hereto. If any survey discloses that the buildings or improvements of any Party has not been constructed precisely within its Tract, then concurrently with any conveyance or grant of easement pursuant to Section 16.2, the Parties and Agency will promptly upon the request of any Party join in the execution of an agreement, in recordable form, amending Exhibit A and/or Exhibit B so as to revise the description of such Tract and the adjoining Tract to coincide with the as-built perimeter of the buildings and improvements constructed by the Party as to such Tract and to include in the adjoining Tract an amount of land equivalent to that which has been taken by the encroachment. Nothing herein contained shall relieve or excuse any Party from exercising due diligence to construct its Floor Area, Common Area and other improvements within its respective Tract as described on Exhibit A hereof and as shown on Exhibit B hereof.

Section 16.2 Conveyance of Title or Grant of Easements. Upon request of any Party whose Tract is being revised pursuant to Section 16.1, each Party or Agency upon whose Tract the encroachment occurred agrees to either (i) grant an easement over that portion of its property as is required to correct such description, or (ii) convey satisfactory title to the encroaching Party to accomplish the revision to the Tract as contemplated by Section 16.1, and the encroaching Party shall deed to the Party or Agency whose Tract was encroached upon an equivalent amount of acreage contiguous to the Tract which was encroached upon.

END OF ARTICLE

ARTICLE 17

SIGNS

Section 17.1 Criteria. Attached hereto as Exhibit D and by this reference made a part hereof are criteria for all signs to be erected within the Shopping Center Site, and no signs shall be erected in the Shopping Center Site which do not conform in all respects to said criteria. Said criteria expressly exclude therefrom, except for specific provisions of Section E thereof, the building identification signs of the Majors and the Shopping Center identification signs (which must be approved by the Parties) on the Developer Improvements.

Section 17.2 Modification of Signs. Any change made to any sign which initially conforms to the sign criteria which causes the same not to fall within the scope of the sign criteria is hereby prohibited. Any such changed sign shall be considered as a new installation and any deviation from the criteria shall similarly be prohibited.

Section 17.3 Existing Signs. All interior and exterior Developer Mall Store signs and exterior Developer Non-Mall Store signs existing in Phase I of the Shopping Center are approved, provided that if any such sign is replaced, the new sign shall conform to the requirements of Exhibit D.

Section 17.4 Approval by Agency and City. The Parties acknowledge that the execution of this REA by Agency does not constitute any approval by Agency or the City of West Covina of signs erected within the Shopping Center Site and all such signs are subject to such approvals as may be required by applicable law.

END OF ARTICLE

ARTICLE 18

RULES AND REGULATIONS

Each Party agrees to observe and comply with, and shall use reasonable efforts to cause its respective Permittees to observe and comply with, such rules and regulations related to the Shopping Center as may be adopted from time to time by the mutual written agreement of all of the Parties. The Parties hereby adopt the rules and regulations attached hereto as Exhibit E and by this reference made a part hereof until such time as new and different rules and regulations shall be adopted, as aforesaid. An amendment of such rules and regulations shall not be deemed to be nor shall it require an amendment to this REA for purposes of Section 25.1.

END OF ARTICLE

ARTICLE 19

COVENANTS OF DEVELOPER

Section 19.1 Management Criteria. Developer covenants to and agrees with each Major, subject to Articles 12, 14 and 15 hereof, and subject to the other provisions of this Article 19, that it will throughout the term of the REA continuously manage and Operate, or cause to be managed and Operated, the Developer Improvements on the Developer Tract in the following manner:

(a) Developer Mall Stores as a complex of retail merchandising and service establishments which is a part of a first-class regional shopping center development containing a climatically controlled two-level Enclosed Mall and other related Common Area facilities.

(b) Use its best efforts (but not including any extraordinary monetary obligation or loss) to:

(i) Have the Floor Area of the Developer Mall Stores occupied and open for business in its entirety;

(ii) Have at all times a balanced and diversified mixture of retail and service Occupants in the Developer Mall Stores.

(c) Under the name of THE PLAZA AT WEST COVINA or such other name approved by the Parties, each in its sole and absolute discretion.

(d) Have Floor Area in the Developer Mall Stores of not less than the Minimum Floor Area provided in Section 8.1 hereof.

(e) Use its diligent good faith efforts to cause Occupants of the Developer Stores to comply with Exhibits D and E.

(f) Open the Phase II Developer Mall Stores and Phase II Enclosed Mall when provided in Section 4.3 hereof.

(g) Not change, modify or alter the exterior of the Developer Improvements; provided that this limitation

shall not apply to changes, modifications or alterations in the storefronts of the Developer Mall Stores so long as such storefront changes do not (i) materially affect the overall design concept of the Enclosed Mall or (ii) increase the amount of Floor Area contained in the Developer Mall Stores or decrease the width of the pedestrian walkways within the Enclosed Mall.

(h) Maintain the layout of the Developer Tract and the Developer Improvements and Parking Structure as shown on Exhibit B and to Operate within the confines of the Shopping Center Site as depicted on Exhibit B hereof, and not to withdraw or add any real property from or to the Developer Tract.

(i) Maintain and Operate the Enclosed Mall in accordance with Section 9.1 hereof and keep all entrances thereof open and to provide lighting, cooling and ventilation for the Enclosed Mall and to maintain the air conditioning system therein in such manner so that the temperature and humidity throughout the Enclosed Mall are at the levels required by Section 3.6(h) at all times when the Developer Mall Stores or the Store of any Major are open for business and for not less than one-half (1/2) hour before and three-quarters (3/4) of an hour after the same are open.

(j) Maintain a quality of management and operation not less than that generally adhered to in first-class two-level enclosed mall regional shopping centers in Southern California.

Notwithstanding anything to the contrary, the covenants contained in this Article 19 shall not impose any greater obligation to repair or restore than as set forth in Article 12 hereof.

Section 19.2 Composition. Developer shall use diligent efforts in good faith to achieve a balanced and diversified grouping of retail stores, merchandise and services on each level of the Developer Mall Stores and a balanced diversification of goods and services to maximize the merchandising of Occupants of the Developer Mall Stores, assist in the application

and enforcement of reasonable standards of appearance, maintenance and housekeeping and promote the traffic and movement of people using the Shopping Center for shopping. Developer understands that each Major has an interest in the achievement of and that it is Developer's responsibility to attain a balanced and diversified mixture of tenants in the Developer Mall Stores. Developer further acknowledges that in order to assure the maximum flow of pedestrian traffic between each respective Major and the Occupants of the Developer Mall Stores, substantial variations of use may be required in the areas close to each Major.

Section 19.3 Covenants Running with the Land. The covenants of Developer herein shall bind the Developer Tract and each and every Person comprised within the terms Developer or Operator, as the case may be, at any time and from time to time, and each and every other Person having any fee, leasehold or other interest in any part of the Developer Tract at any time and from time to time, and shall inure to the benefit of each of the respective Majors and their respective Tracts and shall run with the land. Each such covenant shall constitute an equitable servitude and covenant running with the land under applicable law, including California Civil Code Section 1468.

Section 19.4 Dominant and Servient Estates. As to the various covenants (whether affirmative or negative) on the part of Developer contained in this REA which affect or bind or are to be performed on portions of the Developer Tract or the Agency Tract, the Tract benefitted by such covenant shall be the dominant estate, and the Developer Tract (or if the particular covenant affects, binds or is to be performed on less than the whole of the Developer Tract, then with respect to the particular covenant, such portion thereof as is affected by or bound by the particular covenant or on which the particular covenant is to be performed) shall be the servient estate.

END OF ARTICLE

ARTICLE 20

COVENANTS OF MAJORS

Section 20.1 Operation Covenants.

(a) Penney. Penney covenants and agrees with Developer, subject to Articles 12 and 15 and Section 27.11, and subject to the other provisions of this Article 20, that it will Operate, or cause to be Operated, its Store (excluding any Outbuilding) for a period of ten (10) years from and after the Scheduled Opening Date of May or November 1, 1993, whichever is earlier, in at least its Minimum Floor Area set forth in Section 8.1, under the trade name "Penney", "JC Penney", or such other trade name under which Penney shall be doing business at the date of change of trade name in a number of stores at least equal to seventy-five percent (75%) of its retail stores which contain at least 100,000 square feet of Floor Area currently operated in regional shopping centers in Southern California (as that term is defined in Section 20.6).

(b) May. May covenants and agrees with Developer, subject to Articles 12 and 15 and Section 27.11, and subject to the other provisions of this Article 20, that it will open its Store on or before its Scheduled Opening Date in not less than its Initial Planned Floor Area set forth in Section 8.1, and that it will thereafter Operate, or cause to be Operated, its Store for a period of ten (10) years, in at least the Minimum Floor Area set forth in Section 8.1, under the trade name "May Co." or "May Company" or such other trade name under which May shall be doing business at the date of change of trade name in a number of stores at least equal to seventy-five percent (75%) of its retail stores which contain at least 100,000 square feet of Floor Area currently operated by May Company California division in regional shopping centers in Southern California (as that term is defined in Section 20.6).

(c) Broadway. Broadway covenants and agrees with Developer, subject to Articles 12 and 15 and Section 27.11, and subject to the other provisions of this Article 20, that it

will Operate, or cause to be Operated, its Store (excluding any Outbuilding) for a period of ten (10) years from and after the Scheduled Opening Date of May or November 1, 1993, whichever is earlier, in at least its Minimum Floor Area set forth in Section 8.1, under the trade name "The Broadway" or such other trade name under which Broadway shall be doing business at the date of change of trade name in a number of stores at least equal to seventy-five percent (75%) of its retail stores which contain at least 100,000 square feet of Floor Area currently operated in regional shopping centers in Southern California (as such term is defined in Section 20.6).

(d) Standards of Operation. Each Major agrees that during the period it is required to Operate its Store as provided above, or is Operating its Store in the case of Broadway and Bullock's, it will keep and maintain the entrances to its Store from the Enclosed Mall open for public access during the hours that such Store is open for business.

The hours of business, the number and types of departments in each such Store, the particular contents, wares and merchandise to be offered for sale and the services to be rendered, the methods and extent of merchandising and storage thereof, the space devoted to credit, personnel and other support functions and the manner of Operating such Store in every respect whatsoever shall be within the sole discretion of each such respective Major.

The Majors may Operate a department or departments in their respective Stores in whole or in part through licensees, tenants and/or concessionaires.

Notwithstanding anything to the contrary, the covenants contained in this Section 20.1 shall not impose any greater obligation to repair or restore than as set forth in Article 12 hereof.

Section 20.2 Release from Obligations and Restrictions. May, Broadway and Penney each shall be released from the performance of its respective covenants contained in Section 20.1 hereof upon the occurrence of any one (1) or more of the following conditions:

(a) If Developer fails to comply with or has violated any one of the provisions of Section 19.1(a), (b), (d), (f), (g), (h), (i) or (j) hereof; provided that before such release shall become effective Developer shall have sixty (60) days after written notice to cure any such default, or if such default cannot be cured within sixty (60) days, to diligently commence curing within such time and diligently pursue such cure to completion within a reasonable time thereafter.

(b) If at any time after the Scheduled Opening Date less than sixty percent (60%) of the Initial Planned Floor Area of the Developer Mall Stores is being Operated; provided that before such release shall become effective Developer shall have twelve (12) months after written notice to Developer and each of the other Parties of such condition to remedy the same, which twelve (12) month period shall not be subject to extension by any cause described in Article 14 or otherwise. Such condition shall be conclusively deemed to have been remedied if during said twelve (12) month period Developer shall have entered into bona fide leases which require the opening for business of Floor Area of Developer Mall Stores sufficient to increase the occupancy of Developer Mall Stores to sixty percent (60%) or more of the Initial Planned Floor Area thereof, which bona fide leases shall provide for the actual commencement of occupancy of Floor Area by the Occupant within said twelve (12) month period.

(c) If (i) as to Broadway, either (x) Penney is not Operating, or (y) May and Bullock's are not Operating, their respective Stores (excluding Outbuildings) pursuant to Section 20.1 hereof or, in the case of Bullock's, under its permitted trade names (for this purpose "Bullock's" and "Macy's" being Bullock's permitted trade names) for a period in excess of six (6) consecutive months, or (ii) as to Penney, either (x) May is not Operating, or (y) Bullock's and Broadway are not Operating, their respective Stores (excluding Outbuildings) pursuant to Section 20.1 hereof or, in the case of Bullock's, under its permitted trade names for a period in excess of six (6) consecutive months, or (iii) as to May, either (x) Penney is not Operating, or (y) Bullock's and Broadway are not Operating, their

respective Stores (excluding Outbuildings) pursuant to Section 20.1 hereof or, in the case of Bullock's, under its permitted trade names for a period in excess of six (6) consecutive months. For purposes of this Section 20.2 (c), any reduction in the number of a Major's retail stores to a number less than sixty percent (60%) of the number of such Major's retail stores operating at the date of this REA under its permitted trade name(s) in regional shopping centers in Southern California shall be deemed a ceasing of the Operation of the Store of the Major making such reduction.

(d) If May has not commenced Operating its Store by November 1, 1994.

Nothing contained in the foregoing provisions shall in any manner be construed as diminishing, or be deemed to constitute a waiver of, any other rights of a Major resulting from the failure of Developer to perform its covenants set forth in Section 19.1 or elsewhere in this REA or from the default of any other Party hereunder.

The release of a Major pursuant to this Section 20.2 shall be effective upon the occurrence of an event or condition (and the expiration of any applicable cure period) described in this Section 20.2 which entitles such Major to be released and upon the giving of notice thereof by the Major to Developer and the other Majors, and thereupon the Operation covenant of such Major provided in Section 20.1 and its covenant to repair or restore in Section 12.4 shall terminate, and such Major shall not be required thereafter to continue to Operate its Store or to reinstitute such Operation, notwithstanding the subsequent curing or remedying of any condition described herein. Continued Operation by such Major following such notice shall not diminish the effectiveness of such notice nor the release of such Major.

Section 20.3 Subordination to Lien. The Operation covenants contained in Section 20.1 hereof are subordinated to the lien of any existing or future Mortgage recorded against the Tract which is burdened by such covenant (including, but not by

way of limitation, any blanket Mortgage which may cover any other property or properties of such Party, whether owned in fee or as a leasehold), to the end that the Mortgagee or other purchaser in any foreclosure sale pursuant to the Mortgage, or any Person which acquires a Party's Tract by conveyance in lieu of foreclosure, and all successors to or through any such Person, shall take free and clear of such covenant to Operate. Each Party agrees to execute and deliver to the other Parties, upon request, such instruments, in recordable form, as shall at any time and from time to time be required (the form of which shall be in the sole judgment of counsel for the executing Party) in order to confirm or effectuate any such subordination. Nothing herein contained shall be deemed to release Broadway, May and Penney, respectively, from their covenants set forth in Section 20.1.

Section 20.4 Covenants Running with the Land. The covenants of a Major in this REA shall bind the respective Major's Tract and also shall bind each and every Person comprised within the term "Major" at any time and from time to time, and each and every other Person having any fee, leasehold or other interest in any part of such Tract of such Major at any time and from time to time, to the extent that such part of such Major's Tract is affected or bound by the covenants in question, or in that such covenants are to be performed thereon, and except as expressly provided or limited in this REA shall inure to the benefit of the Parties and their respective Tracts. Each such covenant shall constitute an equitable servitude and covenant running with the land under applicable law, including California Civil Code Section 1468.

Section 20.5 Dominant and Servient Estates. With respect to the various covenants (whether affirmative or negative) on the part of each respective Major contained in this REA which affect or bind or are to be performed on portions of the Tract of any Major, the Tract benefitted by such covenant shall be the dominant estate, and the Tract of the covenanting Major (or if the particular covenant affects, binds, or is to be per-

formed on less than the whole of such Tract, then with respect to the particular covenant, such portion thereof as is affected by or bound by the particular covenant, or on which the particular covenant is to be performed) shall be the servient estate.

Section 20.6 Effect of Transfer Upon Covenants to Operate. The terms "Broadway", "Penney" and "May", for the purposes of Section 20.1 hereof, shall mean Carter Hawley Hale Stores, Inc., a Delaware corporation, J.C. Penney Company, Inc., a Delaware corporation, and The May Department Stores Company, a New York corporation, respectively, or any parent or subsidiary corporation thereof, or any other corporation which may, as the result of reorganization, merger, consolidation or sale of stock or assets, succeed to at least seventy-five percent (75%) of the retail stores operating in regional shopping centers in Southern California, under the respective trade names set forth in Section 20.1 hereof, and each such Person shall be released from the obligations of such Person under Section 20.1 to be performed on or after the effective date of the transfer if it transfers its interest in its Tract to a Person which acquires such stores, and if such acquiring Person by written instrument in recordable form expressly assumes all of such Person's obligations hereunder to be performed on or after the date of such transfer. If such transfer occurs during the period that the Operating covenant of the transferor-Major provided for in Section 20.1 is in effect, the transferee-Person shall execute an instrument amending this REA which shall include an express undertaking by such transferee-Person as a personal covenant to be bound for the remaining period of such Operating covenant and to be obligated to continue to Operate such Major's Store as required pursuant to this Article 20. As to this Section 20.6 and Section 20.1 only, any reference to Southern California shall be deemed a reference only to the following counties in the State of California: Los Angeles, San Diego, Riverside, Santa Barbara, Orange, Ventura and San Bernardino.

END OF ARTICLE

ARTICLE 21

TAXES AND ASSESSMENTS

Section 21.1 Definitions. As used hereinafter in this Article 21, the following terms shall have the following respective meanings:

(a) The term "Land Tax" means the amount of all general real estate taxes and assessments (including possessory interest taxes, if any) levied against each Tract during the term of this REA, excluding the amount assessed against the improvements located upon any Tract, plus the amount of all other taxes, general or special, and governmental charges levied or assessed against each Tract during the term hereof; provided that the term Land Tax shall not include Personal Tax, as hereinafter defined.

(b) The term "Improvement Tax" means the amount of general real estate taxes or assessments levied during the term of this REA against the improvements located upon any Tract (including possessory interest taxes, if any), excluding the portion thereof which is Common Area, but including the Enclosed Mall.

(c) The term "Common Area Improvement Tax" means the amount of general real estate taxes and assessments levied against the portion of the improvements located upon any Tract (including possessory interest taxes, if any) which is Common Area, exclusive of the Enclosed Mall.

(d) The term "Personal Property Tax" shall mean the amount of taxes and assessments levied against the personalty located upon any Tract during the term of this REA.

(e) The term "Personal Tax" shall mean any income, gross income, franchise, devolution, corporation, inheritance gift or estate taxes which may be charged or assessed any Party, or any tax upon the sale, transfer or assignment of the interest of any Party in and to its Tract, or any other property of such Party.

(f) The term "Taxes" shall refer to the Land Tax, the Improvement Tax, the Common Area Improvement Tax and the Personal Property Tax, collectively, but shall not include any Personal Tax.

Section 21.2 Payment. Subject to the other provisions of this Article 21, each Party shall pay, or cause to be paid, prior to delinquency, all Taxes upon its Tract and the buildings and improvements and personalty owned or leased by such Party in the Shopping Center, provided that if the Taxes, or any part thereof, may be paid in installments, a Party may pay each such installment as and when the same becomes due and payable. Each Party shall upon the request of any other Party exhibit to such other party for examination receipts for all Taxes required to be paid by such Party pursuant to this Section 21.2.

Section 21.3 Contest. If any Party shall deem the Taxes, or any part thereof, to be paid by such Party to be excessive or illegal, such Party shall have the right to contest the same at its own cost and expense and shall have the further right to defer payment thereof so long as the validity or the amount thereof is contested in good faith; provided that if at any time payment of the whole or any part thereof shall be necessary in order to prevent the sale of the property to satisfy the lien of any unpaid Taxes, the contesting Party shall cause the same to be paid the same in time to prevent such sale. Any such payment may be made under protest. Promptly upon its receipt of each bill for Taxes levied with respect to any tax fiscal period occurring during the term of this REA, each Major shall deliver a copy of such bill to Developer, and Developer hereby is appointed by each Major to make, and Developer promptly shall make, the computations, allocations and adjustments hereinafter described in Section 21.4.

Section 21.4 Allocation of Land Tax and Common Area Improvement Tax. An equitable allocation of the Land Tax and Common Area Improvement Tax shall be made each year among the Parties as follows:

(a) The number of square feet of land attributable to each Party for the purposes of this Section (hereinafter called "Attributed Square Feet of Land") shall be calculated as follows:

(i) From the total number of square feet of land in the Shopping Center deduct the aggregate number of square feet of land underlying the Stores of all Parties and the Enclosed Mall;

(ii) Multiply the remainder resulting from the calculation in (i) above by a fraction, the numerator of which is the number of square feet of Initial Planned Floor Area in each Party's Store in the Shopping Center and the denominator of which consists of the aggregate number of square feet of Initial Planned Floor Area in the Stores of all Parties in the Shopping Center;

(iii) To the results obtained for each Party by the calculation under (ii) above, add the number of square feet of land underlying such Party's Store and in addition, for Developer, the number of square feet of land underlying the Enclosed Mall;

(iv) The results of the calculations under (i), (ii) and (iii) above soall be the respective Party's Attributed Square Feet of Land.

(b) The amount of the aggregate Land Tax upon the property within the Shopping Center shall be determined. The aggregate Land Tax shall be divided by the number of square feet of land comprising the Tracts of the Parties (as determined by the Project Architect) on the date on which the Land Tax became a lien; the resulting quotient is hereafter referred to as the Land Tax Per Square Foot.

(c) The aggregate amount of Common Area Improvement Tax upon the respective Tracts of the Parties and the Adjacent Tract shall be determined. In the event the Common Area

Improvement Tax is separately assessed, such separate assessment shall be conclusive as to the amount of tax allocable thereto. In the event such Common Area Improvement Tax is not separately assessed, but the records and work sheets of the assessor are available to the Parties, the determination shall be made from said work sheets and records. In the event no records are available from which a determination of Common Area Improvement Tax can be determined, and the Parties are unable to agree as to the amount of the Common Area Improvement Tax, the amount thereof shall be determined by arbitration pursuant to Article 22 hereof. The aggregate Common Area Improvement Tax, determined as aforesaid, shall be reduced by the amount attributable to the owner of the Adjacent Tract on account of Common Area Improvement Tax, and the remainder shall be divided by the aggregate Attributed Square Feet of Land. The resulting quotient is hereafter called "Common Area Improvement Tax Per Square Foot."

(d) The Land Tax allocable to each Party shall be the Land Tax Per Square Foot multiplied by the Attributed Square Feet of Land of such Party.

(e) The Common Area Improvement Tax allocable to each Party shall be the Common Area Improvement Tax Per Square Foot multiplied by such Party's Attributed Square Feet of Land.

(f) A determination shall be made as to the amount, if any, by which the Land Tax and Common Area Improvement Tax which a Party is obligated to pay pursuant to Section 21.2 exceeds or is less than the aggregate of the Land Tax and Common Area Improvement Tax allocable to such Party calculated pursuant to the provisions of this Section 21.4. The amounts paid pursuant to Section 21.2 shall be adjusted among the Parties so that the net cost to each Party for Land Tax and Common Area Improvement Tax shall be its allocable share computed as provided in this Section 21.4. Developer promptly shall notify each Party of the amounts, if any, which are payable by any Party to any other Party or Parties and of the amount, if any, to be received by any Party or Parties, identifying the Party or Parties by whom such

amounts are to be paid and who is to receive the same, in order to achieve the adjustment hereinabove provided for. The amounts required to be paid pursuant to the provisions hereof shall be so paid within thirty (30) days after the receipt of such notice. Each notice delivered by Developer to any of the Parties pursuant to this Section 21.4 shall be accompanied by a mathematical computation in reasonable detail, which computation shall be conclusive among the Parties unless within one year after receipt thereof any Party shall notify Developer of any error in such computation. In the event that such error has been made, the same shall be corrected, and Developer shall notify the other Parties of any further adjustment required in order to rectify such error, and if in order to effect such adjustment, any sum shall be payable by any of the Parties (including Developer) to any of the other Parties, such payment shall be made within ten (10) days after the date of Developer's said notice.

(g) Notwithstanding anything to the contrary provided in this Section 21.4, any increase in Taxes attributable to any new Construction (whether on-site or off-site) performed or caused to be performed by Developer pursuant to Articles 4 or 5, or to the acquisition, transfer or financing of land for Phase II or to a change in ownership of Developer or of Developer's interest in the Shopping Center, shall be borne solely by Developer, and any incremental Land Tax or Common Area Improvement Tax resulting from such acquisition of land or new Construction by Developer shall not be included in the Land Tax or Common Area Improvement Tax for the purpose of allocations pursuant to this Section 21.4, and Developer agrees to reimburse and Indemnify each other Party for and against the assessment or payment of any such incremental Land Tax or Common Area Improvement Tax. The provisions of this subparagraph (g) shall be applicable to any "Minimum Special Tax" (as defined in the OPA).

(h) Notwithstanding anything to the contrary provided in this Section 21.4, any increase in Taxes arising from or related to the transfer, conveyance or financing of any

Party's Tract or the improvements located thereon shall be borne solely by such Party, and shall not be included in the Land Tax or Common Area Improvement Tax for the purpose of allocations pursuant to this Section 21.4, and the Party so transferring or conveying its Tract or improvements and such Party's transferee or grantee agree to Indemnify each other Party against the assessment or payment of any incremental Taxes allocable to it as a result of such transfer, conveyance or financing.

Section 21.5 Assessment Benefiting Shopping Center. Anything in Section 21.1 to the contrary notwithstanding, if an assessment is levied against one (1) or more Tracts (or any property therein) and such assessment relates to an improvement that is of general benefit to the Shopping Center as a whole as opposed to a special benefit to the Tract or Tracts levied against, such assessment shall be prorated among the Parties on the same basis as the Common Area Improvement Tax applicable to each Party is computed; provided, however, any assessment levied in connection with or by reason of the initial construction of Phase II of the Shopping Center (including any off-site improvements benefiting the Center or any part thereof) shall be deemed part of the cost of the Common Area Work and paid by Developer in accordance with this REA except as may be otherwise provided in the Separate Agreements. If any assessment benefits a particular Tract exclusively and such assessment does not fall within the foregoing provision, the Party with respect to that Tract shall be solely responsible for the payment of such assessment.

END OF ARTICLE

ARTICLE 22

ARBITRATION

Section 22.1 Disputes Covered. Any dispute involving approvals (other than those approvals which by this REA may be granted or withheld in a Party's sole or absolute judgment) under Articles 3, 4, 5, 12 and 15 hereof, including those arising from lack of approval, controversies or disagreements between the Parties or arising from the interpretation or application of any such Article and any disputes in this REA which by specific provisions are made subject to arbitration, shall be resolved by arbitration as provided herein; provided that any Party may seek prohibitory injunctive relief without first submitting a controversy to arbitration.

Section 22.2 Arbitration Procedures. If the Parties who are involved in an arbitrable dispute (hereinafter called "Concerned Parties") cannot reach agreement within thirty (30) days after notice of an arbitrable dispute is given by any Concerned Party to all other Concerned Parties, then any of the Concerned Parties may at any time after the end of said thirty (30) day period (but no later than 90 days following the end of said 30-day period) deliver notice to all other Concerned Parties of its intention to refer the dispute to arbitration, and all Concerned Parties agree to cooperate in obtaining such arbitration.

Each Concerned Party shall within twenty (20) days after receipt of such notice designate one (1) person, as hereinafter provided, to represent it as an arbitrator. If the number of arbitrators so appointed shall be an even number, the arbitrators so appointed by the Concerned Parties shall within ten (10) days following the twenty (20) day period provided in this Section designate one (1) additional person as arbitrator to the end that the total number of arbitrators shall be an odd number. The appointment of all arbitrators shall be in writing and shall be submitted to the Concerned Parties. Any person

designated as an arbitrator shall be knowledgeable and experienced in the matters sought to be arbitrated, but shall not be in the employment of any Concerned Party, directly, indirectly or as an agent, except in connection with the arbitration then proceeding. If the dispute to be arbitrated deals with construction, the arbitrator so appointed shall be experienced and knowledgeable in the construction industry as it relates to the nature of the structure to which such arbitration applies. Any arbitrator appointed in an architectural dispute shall be qualified as respects architecture in regional shopping centers.

The arbitrators shall meet or otherwise confer as deemed necessary by the arbitrators to resolve the dispute and a decision of a majority of the arbitrators will be binding upon the Concerned Parties. The decision of the arbitrators shall be in writing and shall be made as promptly as possible after the designation of the last additional arbitrator, but not later than thirty (30) days from the date of the designation of the last additional arbitrator. A copy of the decision of the arbitrators shall be signed by at least a majority of the arbitrators and given to each Concerned Party in the manner provided in Article 24 of this REA for the giving of notice.

For each arbitrable dispute the cost and expense of the arbitrators and arbitration proceeding (except for a Party's attorneys' fees) shall be paid and shared by the Concerned Parties unless the arbitrators assess such cost and expense unequally among the Concerned Parties. No damages, penalties or costs, including attorneys' fees, shall be awardable in arbitration, and claims for damages, penalties, costs and attorneys' fees are reserved for the jurisdiction of the courts.

The decision of the arbitrators may be entered as a judgment in a court of competent jurisdiction. All arbitration conducted under this Article 22 shall be in accordance with the provisions of Title 9 of Part 3 of the California Code of Civil Procedure (Section 1280 et seq.) to the extent such provisions do not conflict with the procedures herein set forth. To the extent

permitted by law, compliance with this Article 22 is a condition precedent to the commencement by any Party of a judicial proceeding arising out of a dispute which is subject to arbitration hereunder.

END OF ARTICLE

ARTICLE 23

ATTORNEYS' FEES

If any Party or Agency shall institute any action or proceeding ("Suit"), excluding any arbitration proceeding, against any other Party or Agency relating to any default, violations, threatened violations or other failure of performance of or under this REA, or to enforce the provisions hereof, the prevailing party in such Suit shall be entitled to recover as an element of its costs, and not as damages, reasonable attorneys' fees, costs and disbursements to be fixed by the court. The "prevailing party" shall be the Person entitled by law to recover its costs of Suit. A Party or Agency not entitled to recover its costs shall not recover attorneys' fees. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a Party or Agency is entitled to recover its costs or attorneys' fees. A Party or Agency may recover attorneys' fees with respect to legal services furnished by its own employees, in accordance with foregoing provisions of this Article 23.

END OF ARTICLE

ARTICLE 24

NOTICES

Section 24.1 Notices to Parties. Any notice, demand, request, consent, approval, designation or other communication which any Party is required or desires to give or make or communicate to any other Party shall be in writing and shall be given or made or communicated by United States registered or certified mail, return receipt requested, postage prepaid, or by courier or express service guaranteeing overnight delivery, with a signed receipt in each case:

addressed in the case of Developer to:	CenterMark Properties of West Covina, Inc. c/o CenterMark Properties, Inc. 611 Olive Street St. Louis, MO 63101-1797 Attn: President
with a copy to:	CenterMark Properties, Inc. 611 Olive Street St. Louis, MO 63101-1797 Attn: General Counsel
and addressed in the case of Broadway to:	Carter Hawley Hale Stores, Inc. 444 South Flower Street 34th Floor Los Angeles, CA 90071 Attn: Sr. Vice President, Real Estate
and addressed in the case of Bullock's to:	Bullock's Properties Corp. c/o R.H. Macy & Co., Inc. 151 West 34th Street New York, NY 10011 Attn: Real Estate Dept.
with a copy to:	R.H. Macy & Co., Inc. 151 West 34th Street New York, NY 10001 Attn: General Counsel
and addressed in the case of Penney to:	J. C. Penney Properties, Inc. Real Estate Department P.O. Box 10001 Dallas, Texas 75301-2105 Attn: Real Estate Counsel
for overnight courier only:	J. C. Penney Properties, Inc. c/o J. C. Penney Company, Inc. Real Estate Department (2105) 6501 Legacy Drive Plano, Texas 75024-3698 Attn: Real Estate Counsel

with a copy to:	J. C. Penney Company, Inc. c/o Penney Store #1505 West Covina Fashion Plaza Fashion Plaza West Covina, CA 91793 Attn: Store Manager
and addressed in the case of May to:	The May Department Stores Company 611 Olive Street St. Louis, MO 63101 Attn: Executive Vice-President, Real Estate
with a copy to:	May Company 6160 North Laurel Canyon Boulevard North Hollywood, CA 91606 Attn: Chairman
and addressed in the case of Agency to:	West Covina Redevelopment Agency 1444 West Garvey Avenue West Covina, CA 91790 Attn: Executive Director

subject to the right of any Party or Agency to designate a different address by notice similarly given at least ten (10) days before the effective date thereof. Any notice, demand, request or other communication (except any consent, approval or designation), including any copy, shall be so sent and shall be deemed to have been given, made, received and communicated, as the case may be, on the date of delivery or first attempted delivery as shown on the United States mail registered or certified matter return receipt or on the courier or express delivery receipt. If any such notice requires any action or response by the recipient or involves any consent or approval solicited from the recipient, such fact shall be clearly stated in the notice in the manner provided for in Section 27.5 of this REA. Any consent, approval or designation shall be sent as above provided and be deemed to have been given, made, received and communicated, as the case may be, on the date the same was deposited in the United States Mail or received by courier or express service in conformity with the above requirements. If a Major shall give notice to Developer of any default by Developer under this REA, such Major concurrently shall send each of the other Majors a copy of such notice; provided, however, failure to give such notice to each of the other Majors shall not affect the validity of such notice of default,

nor shall the giving or failure to give such notice create any liability on the part of the Major so declaring a default.

Section 24.2 Mortgagee Notice and Right to Cure. The Mortgagee under a Mortgage affecting the Tract of a Party shall be entitled to receive notice of any default by the Party upon whose Tract it has a Mortgage, provided that such Mortgagee shall have delivered a copy of a notice in the manner provided in Section 24.1 and in the form hereinafter contained to each Party. The form of such notice shall be as follows:

> The undersigned, whose address is _____ _____ does hereby certify that it is a Mortgagee (as that term is defined in Section 1.18 of that certain Third Amendment to and Restatement of Construction, Operation and Reciprocal Easement Agreement recorded as of _____ in the _____, official records of Los Angeles County, California) of the tract of land described on Exhibit A attached hereto and made a part hereof and being the Tract of (name of party) in The Plaza at West Covina. In the event that any notice shall be given of the default of the Party upon whose Tract the Mortgage held by the undersigned applies, a copy thereof shall be delivered to the undersigned who shall have all rights of such Party to cure such default; provided, however, that failure to deliver a copy of such notice to the undersigned shall in no way affect the validity of the notice of default as it respects such Party.

Any such notice to a Mortgagee shall be given in the same manner as provided in Section 24.1 hereof. The giving of any notice of default or the failure to deliver a copy to the defaulting Party's Mortgagee shall not create any liability on the part of the Party so declaring a default. If any notice shall be given of the default of a Party and such defaulting Party has failed to cure or commence to cure such default as provided in the REA, then any such Mortgagee which has given notice as above provided shall be entitled to receive an additional notice given in the manner provided in Section 24.1 hereof that the defaulting Party

has failed to cure such default, and such Mortgagee shall have thirty (30) days after said additional notice to cure any such default, or, if such default cannot be cured within thirty (30) days, to diligently commence curing within such time and diligently pursue such cure to completion within a reasonable time thereafter.

END OF ARTICLE

ARTICLE 25

AMENDMENT

Section 25.1 Method of Amendment. The Parties and Agency agree that this REA may be modified or amended, in whole or in part, only by declaration in writing executed and acknowledged by all of the Parties and Agency and duly recorded in the Office of the Recorder the County of Los Angeles, California. Any amendments or modifications (including any extensions and renewals hereof), whenever made, shall be superior to any and all liens, to the same extent as this REA as if such amendment or modification had been executed concurrently herewith. If a Party has a Mortgage which requires the Mortgagee's consent to any amendment of this REA and such Mortgagee has given notice of the existence of such Mortgage to all of the other parties to this REA in accordance with Section 24.2 hereof, the written consent of such Mortgagee to any proposed amendment must be obtained in order for such amendment to be enforceable against or binding upon such Mortgagee.

Nothing contained herein precludes any separate agreements between two (2) or more Parties, provided that the other Parties shall not be bound or affected thereby.

Section 25.2 No Third Party Beneficiary. Except for the provisions of Sections 12.8, 15.5, 20.3, 24.2 and 27.1 and Article 13, which are for the benefit of a Mortgagee and the Parties, and those provisions which are expressly stated to be for the benefit of Agency, the provisions of this REA are for the exclusive benefit of the Parties and not for the benefit of any third Person, and this REA shall not be deemed to confer any rights, express or implied, upon any third Person.

END OF ARTICLE

ARTICLE 26

TERM OF REA

Section 26.1 Termination Date. This REA shall continue in effect until December 31, 2062, unless sooner terminated under Article 15 hereof.

The termination of this REA shall not terminate those easements set forth in Article 2 which by their terms shall, subject to Article 2, survive the Termination Date.

Section 26.2 Easement on Termination. In the event this REA terminates on December 31, 2062, as provided in Section 26.1, and at the time of such termination a Major is Operating in at least its Minimum Floor Area set forth in Section 8.1, and such Major's Tract abuts an adjacent Party's Tract boundary line, and the then existing laws and ordinances require access across such Tract boundary line, then and in that event such Major shall be granted the minimum access required by law. It is the intent hereof that the easement for ingress and egress shall be limited to that legally necessary to permit ingress and egress from the Automobile Parking Area to the Store entrance on such Major's Tract line. This easement shall continue until the date such Floor Area is no longer in fact being Operated, or a date ninety-nine (99) years from the date of this REA, whichever date is earlier.

END OF ARTICLE

ARTICLE 27

MISCELLANEOUS

Section 27.1 Breach Shall Not Defeat Mortgage. A breach of any of the terms of this REA shall not defeat or render invalid the lien of any Mortgage, but all such terms shall, subject to Sections 12.8 and 20.3, be binding upon and effective against any Person, including a Mortgagee, which acquires title to a Party's Tract with respect to obligations accruing from and after the date of such acquisition.

Section 27.2 Breach Shall Not Permit Termination. No breach of this REA shall entitle any Party to cancel or rescind or to otherwise terminate this REA, but such limitation shall not affect in any manner any other rights or remedies which the Parties may have by reason of any breach of this REA.

Section 27.3 Captions. The table of contents and captions of the Sections and Articles of this REA are for convenience only and shall not be considered nor referred to in resolving questions of interpretation and construction.

Section 27.4 Consent. In any instance in which any Party or Agency shall be requested to consent to or approve of any matter with respect to which such Party's or Agency's consent or approval is required by this REA, if such Party or Agency determines to give such consent or approval, such consent or approval or any disapproval shall be given in writing. Such consent or approval shall not be unreasonably withheld unless this REA with respect to a particular consent or approval shall expressly provide that the same may be given or refused in the sole judgment or discretion of such Party or Agency. Requests for consent or approval shall be subject to Section 27.5 hereof.

Section 27.5 Exercise of Approval Rights.

(a) Wherever in this REA approval or consent (in this Section collectively called "approval") of any Party or Agency is required, and unless a different time limit is provided in any Article of this REA, such approval or disapproval shall be

given within thirty (30) days following the receipt of the item to be so approved or disapproved, or the same shall be conclusively deemed to have been approved by such Party or Agency. Any disapproval shall specify with particularity the reasons therefor; provided that whenever in this REA any Party or Agency is given the right to approve or disapprove in its sole judgment or discretion, it may disapprove without specifying a reason therefor, and such disapproval shall not be subject to contest in any judicial, arbitration or other proceedings.

(b) Wherever in this REA a lesser period of time is provided for than the thirty (30) day period hereinabove specified, such lesser time limit shall not be applicable unless the notice to the Party or Agency whose approval or disapproval is required contains a correct statement of the period of time within which such Party or Agency shall act. Failure to specify such time shall not invalidate the notice but simply shall require the action of such Party or Agency within said thirty (30) day period.

(c) Any document submitted for the approval of any Party or Agency shall contain a cover page prominently reciting the applicable Article or Section of this REA involved, and if applicable, containing a statement to the effect that the document or the facts contained within such document shall be deemed approved or consented to by the recipient unless the recipient makes an objection thereto within the appropriate period of time specified in such notice, which shall be thirty (30) days unless this REA and such notice shall specify a different period. If the time specified in the notice is incorrectly or not set forth, the time limit shall be thirty (30) days unless a longer time period is specified in the REA, in which case the longer period of time shall control. Failure to specify such time shall not invalidate the notice but simply shall require the action of such Party or Agency within such thirty (30) day or longer period. Notwithstanding the foregoing, no recipient's approval to the subject matter of a notice shall be deemed to have been given by

its failure to object thereto if such notice (or the accompanying cover letter) did not fully comply with this Section 27.5.

(d) Wherever in this REA provision is made for approval "by the Parties" or "by the Majors", such phrase shall mean the approval of each of the Parties or each of the Majors, as appropriate.

Section 27.6 Governing Laws. This REA shall be construed in accordance with the laws of the State of California, and as respects Broadway and Bullock's, during the pendency of the Broadway Bankruptcy Case and the Bullock's Bankruptcy Case, respectively, the Code. Until Broadway's Bankruptcy Case is closed, any action involving Broadway as primary named defendant which relates to or arises in connection with Broadway's interest in the Broadway Tract shall be brought in the Broadway Bankruptcy Court, unless the Parties and Agency subsequently agree to a different forum. Subject to the preceding sentence, until the Bullock's Bankruptcy Case is closed, any action involving Bullock's as primary named defendant which relates to or arises in connection with Bullock's interest in the Bullock's Tract shall be brought in the Bullock's Bankruptcy Court, unless the Parties and Agency subsequently agree to a different forum.

Section 27.7 Injunctive Relief. Notwithstanding the provisions of Article 22, in the event of any violation or threatened violation by any Person of any of the terms of this REA, any of the Parties shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

Section 27.8 No Partnership. Neither anything contained in this REA nor any acts of the Parties or Agency shall be deemed or construed by the Parties or Agency, or any of them, or by any third Person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the Parties or Agency.

Section 27.9 No Dedication. Except to the extent referenced in Section 2.12 above, nothing herein contained shall

be deemed to be a dedication of any portion of the Shopping Center Site to the general public or for any public purpose whatsoever, the Parties and Agency intending that this REA shall be strictly limited to and for the purposes herein expressed. No Party nor Agency shall dedicate any portion of its Tract for a public purpose except as referenced in Section 2.12.

Section 27.10 Payment on Default. If pursuant to this REA any Party is compelled or elects to pay any sum of money or do any acts which require the payment of money by reason of any other Party's (i) failure or inability to perform any of the terms in this REA to be performed by such other Party, or (ii) failure to pay any other sum when due to any other Party pursuant to this REA, the defaulting Party shall promptly upon demand reimburse the paying Party for such sums, and all such sums shall bear simple interest at the rate of one percent (1%) per annum over the then existing reference rate of interest per annum announced by Bank of America National Trust and Savings Association, San Francisco, California (but not exceeding the maximum rate permitted by law), such interest to accrue from the date of expenditure in the case of (i) above or the due date of payment in the case of (ii) above until the date of such reimbursement.

If repayment shall not be made within ten (10) days after such demand is made, the Party having so paid or to whom the amount is due shall have the right to deduct the amount thereof, together with interest as aforesaid, without liability of forfeiture, from any sums then due or thereafter becoming due from it to the defaulting Party hereunder.

Any deduction made by any Party pursuant to this Section 27.10 from any sums due or payable by it hereunder shall not constitute a default by virtue of such non-payment unless such Party fails to pay the amount of such deduction (with interest thereon at the rate provided above from the respective dates of deduction) to the Party to whom the sum is owing within thirty (30) days after final adjudication that such amount is owing. The option given in this Section 27.10 is for the sole

protection of the Party so paying or to whom such sum is due, and its existence shall not release the defaulting Party from the obligation to perform the terms herein provided to be performed thereby or deprive the Party so paying or to whom such sum is due of any legal or equitable rights which it may have by reason of any such default.

Section 27.11 Release. Subject to this Section 27.11, if a Party shall sell, transfer or assign all of its interest in its Tract and all of its rights under this REA, it shall, except as provided in this Section 27.11, be released from its unaccrued obligations hereunder and under its Separate Agreement arising or accruing from and after the effective date of such sale, transfer or assignment (but not from any obligation accruing or pertaining to any period prior to such sale, transfer or assignment), provided that the following conditions are satisfied: (i) with respect to accrued obligations, any and all amounts which shall then be due and payable by such grantor or assignor to any other Party to this REA shall have been paid to such other Party; provided, however, that the existence of unpaid amounts due from such transferring Party shall not subject such Party to any liability or claims in excess of such unpaid amounts plus interest, reasonable attorneys' fees and costs, (ii) such grantor or assignor shall give notice to the other Parties to this REA of any such sale, transfer, conveyance or assignment after the filing for record of the instrument effecting the same, and (iii) the transferee shall execute and deliver to the other Parties a written, recordable instrument in which (A) the name and address of the transferee shall be disclosed; and (B) the transferee shall acknowledge its obligation and agree to be bound by this REA (and, where appropriate, under the Separate Agreement(s)) and perform all obligations thereunder in accordance with the provisions of this REA (and such Separate Agreement). Failure to give such notice and/or deliver and record any such written instrument shall not affect the running of any covenants herein with the land, nor shall such failure

negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this REA, but such failure, until cured, shall estop the transferor from claiming a release of unaccrued obligations hereunder and shall constitute a breach by the transferor hereunder.

Except as provided in the last paragraph of this Section 27.11, and anything in this REA to the contrary notwithstanding, nothing in this REA shall preclude a release in any of the following circumstances:

(a) The release from all unaccrued obligations under this REA of a leaseback lessee in a Sale and Leaseback upon the termination or expiration of the leaseback, provided such lessee shall have complied with the payment provisions of this Section 27.11; or

(b) The release from all unaccrued obligations under this REA of any Mortgagee which shall have acquired title through foreclosure or deed in lieu of foreclosure upon sale, transfer, conveyance or assignment of its title or interest; or

(c) The release from all unaccrued obligations under this REA of any leaseback lessor under a Sale and Leaseback which shall have acquired possession through termination or expiration of the leaseback upon the sale, transfer, conveyance or assignment of its title or interest.

If any Party shall enter into a Sale and Leaseback, so long as the leaseback thereunder remains in existence, the leaseback lessor shall be deemed a Mortgagee of the property involved in such Sale and Leaseback. Upon any termination or expiration of the interest of the leaseback lessee or any surrender thereof to the leaseback lessor or any nominee of the leaseback lessor which shall hold said interest for the benefit of such leaseback lessor, the leaseback lessor and its successors and assigns shall be liable (notwithstanding any language in the leaseback document or any other instrument preventing the merger of title in said leaseback lessor and notwithstanding the fact that such surrender may be made to such a nominee of the leaseback

lessor) for the performance of the thereafter accruing obligations under and pertaining to this REA, except that the covenants of the Party as to the Tract involved contained in Section 20.1 shall be subordinated to the interest of said leaseback lessor as provided in Section 20.3 with respect to a Mortgage.

The terms "Developer", "Broadway", "Bullock's", "Penney", and "May" mean, respectively, CenterMark Properties of West Covina, Inc., Carter Hawley Hale Stores, Inc., Bullock's Properties Corp., J. C. Penney Properties, Inc., and The May Department Stores Company, and the successors and assigns to their respective interests as Parties in their Tracts. The terms, covenants, conditions, agreements and obligations of this REA shall be binding upon and enforceable by such Persons only with respect to rights and obligations accruing during the respective time periods in which each respectively is a Party. Notwithstanding the foregoing, (a) the requirements on the part of Developer and May to construct improvements pursuant to Articles 4, 5 and 6 hereof shall be and remain the respective personal covenants of such signatories, and no such signatories shall be released from such obligations upon or by any transfer by the signatory of its interest in its Tract (such requirements shall additionally be deemed to be covenants running with the land as well as the personal covenants of each such signatory, and any transferee of such signatory acquiring a possessory interest in the Shopping Center to the extent of such interest shall be responsible along with such signatory for the performance of such covenants), and (b) the covenants to Operate pursuant to Article 20 hereof are and shall remain the personal covenants of each such respective signatory (and, if applicable, its guarantor) and its successors by means of merger or consolidation, reorganization or sale of stock or assets, and except as provided in Sections 20.1 (c) and 20.6, no such signatory (or guarantor) shall be released from any obligation under such Operating covenant upon or by any transfer by the signatory of its interest in its respective Tract.

Section 27.12 Severability. If any provision contained in this REA shall to any extent be invalid or unenforceable, the remainder of this REA (or the application of such provision to Persons or circumstances other than those in respect of which it is invalid or unenforceable), except those terms which are made subject to or conditioned upon such invalid or unenforceable provision) shall not be affected thereby, and each remaining provision of this REA shall be valid and enforceable to the fullest extent permitted by law.

Section 27.13 Covenants Running with the Land; Mutuality. The covenants in this REA shall, except as otherwise specifically provided herein, run with the land, both as respects the benefits and burdens affecting any Tract. Each such covenant shall constitute an equitable servitude and a covenant running with the land under applicable law, including, without limitation, California Civil Code Section 1468. The provisions of this REA to be performed by any Party or Agency (whether affirmative or negative in nature) are intended to and shall bind each and every Person comprised within the terms Developer, Broadway, Penney, Bullock's, May and Agency, respectively, at any time and from time to time, and shall inure to the benefit of each respective other Party and Agency.

Section 27.14 Time of Essence. Time is of the essence with respect to the performance of each of the covenants and agreements contained in this REA.

Section 27.15 Waiver of Default. A waiver of any default must be in writing and no waiver of any default by any Party or signatory under this REA shall be implied from any omission by any Party to take any action in respect of such default if such default continues or is repeated. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term contained in this REA shall not be deemed to be a waiver of any subsequent default in the performance of

the same term or any other term contained in this REA. The consent or approval by any Party to or of any act or request by any other Party requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar acts or requests.

Section 27.16 Interpretation. Any uncertainty or ambiguity existing in this REA, if any, shall not be interpreted or construed against any Party or Agency, regardless of whether said Party or Agency drafted or prepared this REA, but according to the application of the rules regarding interpretation of contracts.

Section 27.17 Cumulative Rights. The rights and remedies given to any Party by this REA shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity (except as limited by the provisions of Sections 22.1 and 27.2) which any such Party might otherwise have by virtue of a default under this REA, and the exercise of one such right or remedy by any such Party shall not impair such Party's standing toexercise any other right or remedy.

Section 27.18 Counterparts. This REA may be signed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. The signature of a Party to any counterpart may be removed and attached to any other counterpart. Any counterpart to which is attached the signatures of all Parties shall constitute an original of this REA.

Section 27.19 Present Value Definition. As used in this REA, the term "[in 1992 Dollars]" shall mean that the amount of dollars to which such term applies shall be increased or decreased for each year during the term of this REA in proportion to the increase or decrease in the Implicit Price Deflator of the Gross National Product (Personal Consumption Expenditures by Major Type of Product Table) of the United States, issued and published by the United States Department of Commerce (1972 =

100) (the "Index"), or any successor index thereto, appropriately adjusted. In the event that the Index is converted to a different standard reference base or otherwise revised, the determination of the adjustment to be made with reference to the Index shall be made with the use of such conversion factor, formula or table for converting the Index as may be published by the Department of Commerce or, if said Department shall not publish the same, then with the use of such conversion factor, formula or table as may be published by Prentice Hall, Inc., or other nationally recognized publisher of similar statistical information as may be agreed upon by the Parties. If the Index ceases to be published, and there is no successor thereto, then a reasonable substitute index selected by Developer and approved by the Majors shall be utilized; or, if such a substitute index is not available or may not lawfully be used for the purposes stated herein, then based upon a reliable governmental or other nonpartisan national publication, selected by Developer and approved by the Majors, evaluating changes in the cost of living or purchasing power of the consumer dollar, if such a publication is available and may be lawfully used for the purposes stated herein. For the purposes of calculating fluctuations in the Index, the calendar year of the effective date of this REA shall be considered to be the base year (the "Base Year"). With respect to any amount referred to in this REA to which the Index Adjustment is to be made, such amount shall for the purpose of calculating such adjustment be referred to in this Section 27.19 as the "Base Amount" and the Base Amount, as adjusted by the application of this Section 27.19, shall be referred to herein as the "Adjusted Amount".

The Adjusted Amount shall be determined as follows:

With respect to each period for which the Index Adjustment is to be made, the Base Amount shall be increased or decreased to equal the product obtained by multiplying (i) the Base Amount by (ii) a fraction, the numerator of which is the average annual Index for the then expiring calendar year in ques-

tion, and the denominator of which is the average annual Index for the Base Year.

For purposes of this Section 27.19, the Base Amount utilized for any initial calculation made hereunder shall continue to be utilized as the Base Amount for each subsequent application of this provision.

Section 27.20 Entire Agreement. This REA and the Exhibits hereto contain all the representations and the entire agreement between the Parties and Agency with respect to the subject matter hereof, other than the Separate Agreements. The provisions of this REA shall be construed as a whole according to their common meaning and not strictly for or against any Party or Agency.

Section 27.21 Non-Discrimination. No Party shall restrict the rental, sale or lease of its respective Tracts on the basis of sex, race, age, handicaps, marital status, color, creed, religion, ancestry or national origin of any person. All deeds, leases or contracts pertaining to the Tracts shall contain or be subject to substantially the nondiscrimination or nonsegregation clauses contained in California Health and Safety Code Section 33436, provided such clauses shall also prohibit discrimination or segregation on the basis of age or handicaps.

In executing this REA, the Parties agree that there will be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, marital status, sex, age, handicaps, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Shopping Center Site, nor shall any transferee himself or any Person claiming under or through him establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Shopping Center Site.

Section 27.22 Estoppel Certificate. Each Party and Agency covenants that upon written request of any other Party or

Agency it will issue to such other Party or Agency, or to any Mortgagee, or any other Person specified by such requesting Party or Agency, an estoppel certificate with respect to this REA and any Separate Agreement stating to the best of its knowledge whether: (i) the Party or Agency to whom the request has been directed knows of any default under such instruments by the requesting Party or Agency, and if there are known defaults, specifying the nature thereof; (ii) to its knowledge such instruments have been assigned, modified, supplemented or amended in any way (and if it has, then stating the nature thereof); and (iii) to the Party's or Agency's knowledge such instruments as of that date are in full force and effect. Such certificate shall act as a waiver of any claim by the Party furnishing it to the extent such claim is based upon facts contrary to those asserted in the certificate and to the extent the claim is asserted against a bona fide new Party or Mortgagee for value without knowledge of facts to the contrary of those contained in the certificate and which acted in reasonable reliance upon such stated facts, provided that such certificate shall in no event subject the Party furnishing it to any liability whatsoever.

Section 27.23 Application to Agency. In addition to those instances in which Agency specifically is mentioned in this Article 27, wherever in Sections 27.1, 27.2, 27.7, 27.10, 27.11, 27.15 or 27.18 there is a reference to "Party" or "Parties", such term also shall mean and apply to Agency.

Section 27.24 Amendments to Agency Agreements. Developer agrees that it will not enter into any agreement amending the OPA, the Management Agreements described in Section 9.2 or the Redevelopment Plan for the Project as it applies to the Shopping Center without the prior written consent of the Majors. A copy of each such executed amendment shall be delivered to each of the Majors.

Section 27.25 Preservation of Rights. Bullock's postpetition execution of this REA shall not constitute an assumption or confirmation of any prepetition agreement which was executed in connection with the Bullock's Tract. As of the date hereof, the Original REA, as hereby amended, and all such other prepetition agreements, shall remain prepetition agreements of Bullock's, and the parties shall retain their respective rights and remedies under the Code, including, without limitation, Bullock's right to subsequently reject, assume, or assume and assign any executory prepetition agreement(s) in accordance with the provisions of the Code. If Bullock's subsequently rejects any such executory prepetition agreement(s), any claim arising from such rejection(s) shall be classified as a general unsecured non-priority claim in the Bullock's Bankruptcy Case.

END OF ARTICLE

IN WITNESS WHEREOF, this REA has been executed by the Parties and Agency as of the date first above written and shall be effective upon its recordation in the Official Records of Los Angeles County, California.

AUTHORIZED SIGNATURE OF DEVELOPER TO THIRD AMENDMENT TO AND RESTATEMENT OF CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT:

CENTERMARK PROPERTIES OF WEST COVINA, INC.,
a Delaware corporation

By _____

By Senior Vice President, Development

State of Missouri)
)ss.
City of St. Louis)

On July 2, 1992 before me, a notary public, personally appeared James F. Dausch, Jr. Vice President, personally known to me (or 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.

WITNESS my hand and official seal.

Tracie L Mueller

NOTARY PUBLIC (Seal)
TRACIE L MUELLER
STATE OF MISSOURI

TRACIE L MUELLER
NOTARY PUBLIC STATE OF MISSOURI
JEFFERSON COUNTY
MY COMMISSION EXP. APR. 23,1996

[SIGNATURES CONTINUED ON NEXT PAGE]

AUTHORIZED SIGNATURE OF BROADWAY TO THIRD AMENDMENT TO AND RESTATEMENT OF CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT:

CARTER HAWLEY HALE STORES, INC.,
a Delaware corporation, debtor in
possession

By _____

By _____

State of California)
)ss.
County of Los Angeles)

On JUN 3 0 1992 before me, a notary public, personally appeared R. J. GILMARTIN VICE PRESIDENT
James Vandeberg SECRETARY,
personally known to me (or 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.

WITNESS my hand and official seal.

_____

(Seal)

OFFICIAL SEAL
RANDALL P. YANG
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Nov. 21, 1995

[SIGNATURES CONTINUED ON NEXT PAGE]

AUTHORIZED SIGNATURE OF BULLOCK'S TO THIRD AMENDMENT TO AND RESTATEMENT OF CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT:

BULLOCK'S PROPERTIES CORP.,
a Delaware corporation, debtor in possession

By _____
Vice President

By _____

State of New York)
)ss.
County of New York)

On June 30, 1992 before me, a notary public, personally appeared Lawrence M. Sator,

personally known to me (or 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.

WITNESS my hand and official seal.

_____

(Seal)

REGINA M. FERGUSON
Notary Public, State of New York
No. 43-4970107
Qualified in Richmond County
Certificate Filed in New York County
Commission Expires July 30, 1992

[SIGNATURES CONTINUED ON NEXT PAGE]

AUTHORIZED SIGNATURE OF PENNEY TO THIRD AMENDMENT TO AND RESTATEMENT OF CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT:

J. C. PENNEY PROPERTIES, INC.,
a Delaware corporation

By Raymond J. Emma
Vice President

APPROVED
ATTORNEY

Attest Cornelia Davis
Assistant Secretary

State of Texas)
)ss.
County of Dallas)

On July 6, 1992 before me, a notary public, personally appeared RAYMOND J. EMMA,

personally known to me (or 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.

WITNESS my hand and official seal.

Beverly A. Wales

(Seal)

BEVERLY A. WALES
Notary Public, State of Texas
My Commission Expires 9-18-94

[SIGNATURES CONTINUED ON NEXT PAGE]

AUTHORIZED SIGNATURE OF MAY TO THIRD AMENDMENT TO AND RESTATEMENT OF CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT:

THE MAY DEPARTMENT STORES COMPANY,
a New York corporation

By R. Dean Wolfe
Executive Vice President

By _____

State of Missouri)
)ss.
City of St. Louis)

On June 30, 1992 before me, a notary public, personally appeared R. Dean Wolfe Executive Vice President, personally known to me (or 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.

WITNESS my hand and official seal.

Carolyn Ann Civili

(Seal) CAROLYN ANN CIVILI NOTARY SEAL NOTARY PUBLIC STATE OF MISSOURI

CAROLYN ANN CIVILI
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 3/8/96
JEFFERSON COUNTY

[SIGNATURES CONTINUED ON NEXT PAGE]

AUTHORIZED SIGNATURE OF AGENCY TO THIRD AMENDMENT TO AND RESTATEMENT OF CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT:

THE REDEVELOPMENT AGENCY OF THE CITY OF WEST COVINA

By _____
Chairman

By _____
Secretary

State of California)
)ss.
County of Los Angeles)

On June 30, 1992 before me, a notary public, personally appeared Nancy Manners, Chairman and Janet Berry, Secretary of the Redevelopment Agency of the City of West Covina----------, personally known to me (or 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.

WITNESS my hand and official seal.

_____
Lee Crawford

(Seal)

SHOPPING CENTER SITE

Developer Tract A-1
Developer Tract A-2
Developer Tract A-3
Developer Tract A-4
Developer Tract A-5
Developer Tract A-6
Developer Tract A-7
Developer Tract A-8
Developer Tract A-9
Developer Tract A-10
Developer Tract A-11
Developer Tract A-12
Developer Tract A-13

Broadway Tract B-1
Broadway Tract B-2

Bullocks Tract C-1

Penney Tract D-1
Penney Tract D-2

Agency Tract E-1
Agency Tract E-2
Agency Tract E-3
Agency Tract E-4
Agency Tract E-5
Agency Tract E-6
Agency Tract E-7
Agency Tract E-8
Agency Tract E-9
Agency Tract E-10

May Tract F-1

All as described on Exhibit A, Parts II-VII, inclusive.

DEVELOPER TRACT A-1

THAT PORTION OF LOTS 143, 144, 154, AND 155 OF E.J. BALDWIN'S FOURTH SUBDIVISION OF PART OF RANCHO LA PUENTE, IN THE CITY OF WEST COVINA, AS SHOWN ON MAP RECORDED IN BOOK 8, PAGE 186 OF MAPS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED BY THE FOLLOWING DESCRIBED LINES:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID LOT 144; THENCE NORTH 41° 13' 00" EAST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 144, A DISTANCE OF 161.92 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 34' 50" EAST, 54.80 FEET; THENCE SOUTH 00° 25' 10" WEST, 170.76 FEET TO A POINT IN THE NORTHERLY LINE OF WEST COVINA PARKWAY, AS DESCRIBED IN DEEDS TO THE CITY OF WEST COVINA, RECORDED ON APRIL 6, 1960 AS INSTRUMENT NO. 1937 IN BOOK D-805 PAGE 520 OF SAID OFFICIAL RECORDS, AND RECORDED ON FEBRUARY 18, 1963 AS INSTRUMENT NO. 3131, IN BOOK D-1924 PAGE 296 OF SAID OFFICIAL RECORDS; THENCE NORTH 85° 31' 21" WEST, 4.65 FEET ALONG SAID NORTHERLY LINE OF WEST COVINA PARKWAY TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 4645.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 22' 12" A DISTANCE OF 192.14 FEET TO A POINT; A RADIAL LINE TO SAID POINT BEARS NORTH 02° 05' 41" EAST; THENCE NORTH 00° 25' 10" EAST ALONG A NON-TANGENT 160.81 FEET; THENCE SOUTH 89° 34' 50" EAST, 141.72 FEET TO THE TRUE POINT OF BEGINNING.

12/23/92 8:39 AM

DEVELOPER TRACT A-2

THAT PORTION OF LOT 155 OF E.J. BALDWIN'S FOURTH SUBDIVISION OF PART OF RANCHO LA PUENTE, IN THE CITY OF WEST COVINA, AS SHOWN ON MAP RECORDED IN BOOK 8, PAGE 186 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED BY THE FOLLOWING DESCRIBED LINES:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 155; THENCE NORTH 41° 13 ' 33" EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 155, A DISTANCE OF 161.13 FEET; THENCE SOUTH 89° 34 ' 50" EAST, 110.82 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89° 34 ' 50" EAST, 420.45 FEET; THENCE SOUTH 00° 25 ' 10" WEST, 203.18 FEET TO A POINT ON THE NORTHERLY LINE OF WEST COVINA PARKWAY, AS DESCRIBED IN DEEDS TO THE CITY OF WEST COVINA, RECORDED ON APRIL 6, 1960 AS INSTRUMENT NO. 1937 IN BOOK D-805 PAGE 520 OF SAID OFFICIAL RECORDS, AND RECORDED ON FEBRUARY 18, 1963 AS INSTRUMENT NO. 3131, IN BOOK D-1924 PAGE 296 OF SAID OFFICIAL RECORDS; SAID POINT BEING ON A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 710.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 00° 57 ' 35" WEST; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03° 33 ' 59" A DISTANCE OF 44.19 FEET TO THE BEGINNING OF A TANGENT LINE; THENCE NORTH 85° 31 ' 37" WEST ALONG SAID TANGENT LINE 377.24 FEET; THENCE NORTH 00° 25 ' 10" EAST, 174.76 FEET TO THE TRUE POINT OF BEGINNING.

DEVELOPER TRACT A-3

THAT PORTION OF LOTS 144, 155 AND 156 OF E. J. BALDWIN'S FOURTH SUBDIVISION IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 186 OF MAPS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED BY THE FOLLOWING DESCRIBED LINES:

BEGINNING AT THE AT THE CENTERLINE INTERSECTION OF CALIFORNIA AVENUE AND WEST COVINA PARKWAY PER RECORD OF SURVEY AS RECORDED IN BOOK 88, PAGES 40 THROUGH 42 OF RECORDS OF SURVEYS, IN LOS ANGELES COUNTY, CALIFORNIA; THENCE WESTERLY ALONG THE CENTERLINE OF SAID WEST COVINA PARKWAY, NORTH 85° 31' 35' WEST, 224.44 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 750.00 FEET; THENCE WESTERLY THROUGH A CENTRAL ANGLE OF 12° 10' 47" AN LENGTH OF 159.43 FEET; THENCE SOUTH 82° 17' 38" WEST, 30.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 750.00 FEET; THENCE WESTERLY THROUGH A CENTRAL ANGLE OF 12° 11' 01" AN ARC LENGTH OF 159.48 FEET; THENCE NORTH 85° 31' 21" WEST, 437.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 4605.00 FEET; THENCE WESTERLY THROUGH A CENTRAL ANGLE OF 00° 41' 39", AN ARC LENGTH OF 55.80 FEET TO A SPIKE AND WASHER AS SHOWN ON SAID RECORD OF SURVEY, SAID POINT BEING AT THE INTERSECTION OF THE CENTERLINE OF WEST COVINA PARKWAY AND THE SOUTHWESTERLY LINE OF SAID LOT 155 OF SAID E. J. BALWIN'S FOURTH SUBDIVISION; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 48° 46' 10" WEST, 128.79 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 144; THENCE NORTH 48° 46' 10" WEST, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 144, 386.06 FEET; THENCE NORTH 00° 25' 10" EAST, 195.47 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00 25' 10" EAST, 49.24 FEET; THENCE NORTH 48° 48' 50" WEST, 79.51 FEET; THENCE NORTH 41° 11' 10" EAST, 350.85 FEET TO THE INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 338.82 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF SAID LOT 144; THENCE ALONG SAID PARALLEL LINE SOUTH 89° 34' 50" EAST, 741.49 FEET; THENCE SOUTH 41° 11' 10" WEST, 22.29 FEET; THENCE SOUTH 48° 48' 50" EAST, 350.50 FEET; THENCE NORTH

41° 11' 10" EAST, 683.37 FEET TO THE INTERSECTION WITH THE SOUTHERLY LINE OF WEST GARVEY AVENUE, SAID SOUTHERLY LINE BEING PARALLEL TO AND DISTANT SOUTHERLY 67.00 FEET MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF SAID LOT 156; THENCE ALONG SAID SOUTHERLY LINE SOUTH 89° 34' 50" EAST, 307.48 FEET TO A POINT IN A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 358.00 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 30° 44' 52" WEST, SAID CURVE BEING IN THE SOUTHWESTERLY BOUNDARY OF THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED IN BOOK 44493, PAGE 348 OF SAID OFFICIAL RECORDS; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 07' 03" AN ARC LENGTH OF 0.73 FEET TO THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN DEED TO EUGENE L. WOOD PROPERTIES, RECORDED ON APRIL 26, 1957, AS INSTRUMENT NO. 338, IN BOOK 54329, PAGE 82 OF SAID OFFICIAL RECORDS; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LAND OF EUGENE L. WOOD SOUTH 41° 13' 55" WEST, 333.06 FEET; THENCE SOUTH 48° 46' 41" EAST, 230.21 FEET; THENCE NORTH 89° 20' 05" WEST, 255.30 FEET TO A POINT ON A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 80.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40° 46' 00" AN ARC LENGTH OF 56.92 FEET; THENCE NORTH 48° 34' 05" WEST, 24.54 FEET TO A POINT ON A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 9.99 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 79° 25' 00" AN ARC LENGTH OF 13.85 FEET TO A POINT ON A NON-TANGENT LINE, A RADIAL FROM LAST SAID POINT BEARS SOUTH 37° 59' 05" EAST; THENCE ALONG LAST MENTIONED NON-TANGENT LINE SOUTH 00° 39' 55" WEST, 247.17 FEET; THENCE NORTH 89° 20' 05" WEST, 63.33 FEET; THENCE SOUTH 00° 39' 55" WEST, 56.50 FEET; THENCE SOUTH 89° 20' 05" EAST, 93.33 FEET TO A POINT ON A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 185.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 43' 49", AN ARC LENGTH OF 57.25 FEET TO A POINT ON A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 215.00 FEET, A RADIAL FROM LAST SAID POINT BEARS NORTH 17° 03' 54" WEST; THENCE EASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 17° 43' 49" AN ARC LENGTH OF 66.53 FEET; THENCE SOUTH 89° 20' 05" EAST, 200.17 FEET; THENCE SOUTH 41° 13' 00" WEST, 669.69 FEET TO THE BEGINNING OF A TANGENT CURVE

CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53° 15' 25" AN ARC LENGTH OF 13.94 FEET; THENCE NORTH 85° 31' 35" WEST, 143.27 FEET; THENCE NORTH 00° 25' 10" EAST, 161.52 FEET; THENCE NORTH 89° 34' 50" WEST, 255.17 FEET; THENCE SOUTH 00° 25' 10" WEST, 167.50 FEET; THENCE SOUTH 82° 17' 38" WEST, 0.63 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 710.00 FEET; THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04° 05' 20" AN ARC LENGTH OF 50.67 FEET; THENCE NORTH 00° 25' 10" EAST, 201.44 FEET; THENCE SOUTH 89° 34' 50" EAST, 305.38 FEET; THENCE NORTH 00° 25' 10" EAST, 233.07 FEET; THENCE NORTH 48° 46' 37" WEST, 96.31 FEET; THENCE NORTH 89° 34' 50" WEST, 445.09 FEET; THENCE SOUTH 00° 25' 10" WEST, 160.00 FEET; THENCE NORTH 89° 34' 50" WEST, 432.96 FEET; THENCE NORTH 33° 34' 50" WEST, 186.96 FEET; THENCE SOUTH 89° 34' 50" EAST, 129.51 FEET; THENCE SOUTH 00° 25' 10" WEST, 125.00 FEET; THENCE SOUTH 89° 34' 50' EAST, 378.00 FEET; THENCE NORTH 00° 25' 10" EAST, 184.00 FEET; THENCE NORTH 89° 34' 50" WEST, 15.00 FEET; THENCE NORTH 00° 25' 10" EAST, 61.00 FEET; THENCE NORTH 89° 34' 50" WEST, 348.00 FEET; THENCE SOUTH 00° 25' 10" WEST, 61.00 FEET; THENCE NORTH 89° 34' 50" WEST, 98.00 FEET; THENCE SOUTH 64° 46' 43" WEST, 57.23 FEET; THENCE NORTH 89° 34' 50" WEST, 229.96 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT 156 OF E. J. BALWIN'S FOURTH SUBDIVISION IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 186 OF MAPS ON FILE IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF CALIFORNIA AVENUE AND WEST COVINA PARKWAY PER RECORD OF SURVEY AS RECORDED IN BOOK 88, PAGES 40 THROUGH 42 OF RECORDS OF SURVEY, IN LOS ANGELES COUNTY, CALIFORNIA; THENCE NORTH 41° 13' 00" EAST ALONG THE CENTERLINE OF CALIFORNIA AVENUE A DISTANCE OF 859.34 FEET; THENCE NORTH 48° 47' 00" WEST, 253.69 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 41° 13' 00" WEST, 17.64 FEET; THENCE NORTH 89° 20' 05" WEST,

194.95 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 80.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 44' 27" AN ARC LENGTH OF 2.43 FEET TO A POINT IN A NON-TANGENT LINE, A RADIAL FROM LAST SAID POINT BEARS NORTH 02° 24' 22" EAST; THENCE ALONG SAID NON-TANGENT LINE NORTH 41° 13' 00" EAST, 145.62 FEET; THENCE SOUTH 48° 54' 18" EAST, 150.00 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT 156 OF E. J. BALWIN'S FOURTH SUBDIVISION, IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 186 OF MAPS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF CALIFORNIA AVENUE AND WEST COVINA PARKWAY, PER RECORD OF SURVEY AS RECORDED IN BOOK 88, PAGES 40 THROUGH 42 OF RECORDS OF SURVEYS, IN LOS ANGELES COUNTY, CALIFORNIA; THENCE NORTH 41° 13' 00" EAST ALONG THE CENTERLINE OF CALIFORNIA AVENUE, A DISTANCE OF 307.34 FEET; THENCE NORTH 48° 47' 00" WEST, 253.69 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 48° 54' 18" WEST, 150.00 FEET; THENCE NORTH 41° 13' 00" EAST, 53.62 FEET; THENCE SOUTH 89° 20' 05" EAST, 178.18 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 185.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06° 15' 37" AN ARC LENGTH OF 20.21 FEET TO A NON-TANGENT LINE; THENCE SOUTH 41° 13' 00" WEST ALONG SAID LINE A DISTANCE OF 183.10 FEET TO THE TRUE POINT OF BEGINNING.

11/20/92 8:37 AM

DEVELOPER TRACT A-4

THAT PORTION OF LOT 156 OF E.J. BALDWIN'S FOURTH SUBDIVISION OF PART OF RANCHO LA PUENTE, IN THE CITY OF WEST COVINA, AS SHOWN ON MAP RECORDED IN BOOK 8, PAGE 186 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED BY THE FOLLOWING DESCRIBED LINES:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 144 OF SAID SUBDIVISION; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 144, NORTH 41° 13' 33" EAST, 1325.49 FEET; THENCE SOUTH 48° 48' 50" EAST, 136.39 FEET TO THE MOST WESTERLY CORNER OF TRACT A-4 DESCRIBED IN DEED TO SYLVAN S. SHULMAN CO., RECORDED DECEMBER 24, 1973, AS INSTRUMENT NO. 1670, OFFICIAL RECORDS; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 48° 48' 50" EAST, 17.70 FEET; THENCE NORTH 86° 11' 10" EAST, 53.15 FEET; THENCE SOUTH 48° 48' 50" EAST, 41.34 FEET; THENCE NORTH 41° 11' 10" EAST, 266.81 FEET; THENCE SOUTH 89° 34' 21" WEST, 39.60 FEET; THENCE NORTH 00° 25' 39" EAST, 5.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2080.00 FEET, A RADIAL FROM LAST SAID POINT BEARS NORTH 01° 36' 12" EAST; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 13' 09", A DISTANCE OF 80.56 FEET TO THE NORTHWESTERLY CORNER OF THE LAND DESCRIBED IN THE ABOVE MENTIONED DEED TO SYLVAN S. SHULMAN CO.; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LAND OF SYLVAN S. SHULMAN CO., SOUTH 41° 11' 10" WEST, 232.54 FEET TO THE TRUE POINT OF BEGINNING.

DEVELOPER TRACT A 5

BEING A PORTION OF LOT 156 OF E.J. BALDWIN'S FOURTH SUBDIVISION, IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 186 OF MAPS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF VINCENT AVENUE AND GARVEY AVENUE (FORMERLY CENTER STREET) AS SHOWN ON PARCEL MAP NO. 3355 RECORDED IN PARCEL MAP BOOK 48, PAGE 97 ON FILE IN THE COUNTY RECORDER'S OFFICE, COUNTY OF LOS ANGELES, CALIFORNIA; THENCE WESTERLY ALONG THE CENTERLINE OF GARVEY AVENUE NORTH 85° 55' 10" WEST, 179.35 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 250.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32° 11' 42" AN ARC LENGTH OF 140.48 FEET; THENCE NORTH 53° 43' 28" WEST, 53.84 FEET; THENCE NORTH 36° 16' 32" EAST, 68.78 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 250.00 FEET, THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85° 10' 50" AN ARC LENGTH OF 371.67 FEET; THENCE NORTH 48° 54' 18" WEST, 111.31 FEET; THENCE NORTH 41° 05' 42" EAST, 173.62 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 48° 54' 18" WEST, 62.89 FEET; THENCE SOUTH 41° 05' 42" WEST, 5.31 FEET; THENCE NORTH 48° 54' 18" WEST, 60.00 FEET; THENCE SOUTH 41° 05' 42" WEST, 6.28 FEET; THENCE NORTH 48° 54' 18" WEST, 52.00 FEET; THENCE NORTH 41° 05' 42" EAST, 26.42 FEET; THENCE SOUTH 87° 12' 40" EAST, 56.70 FEET; THENCE SOUTH 70° 06' 06" EAST, 66.04 FEET; THENCE SOUTH 48° 54' 18" EAST, 68.82 FEET; THENCE SOUTH 41° 05' 42" WEST, 73.85 FEET TO THE **TRUE POINT OF BEGINNING.**

11/20/92 3:57 PM

DEVELOPER TRACT A 6

BEING A PORTION OF LOT 156 OF E.J. BALDWIN'S FOURTH SUBDIVISION, IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 186 OF MAPS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF VINCENT AVENUE AND GARVEY AVENUE (FORMERLY CENTER STREET) AS SHOWN ON PARCEL MAP NO. 3355 RECORDED IN PARCEL MAP BOOK 48, PAGE 97 ON FILE IN THE COUNTY RECORDER'S OFFICE, COUNTY OF LOS ANGELES, CALIFORNIA; THENCE WESTERLY ALONG THE CENTERLINE OF GARVEY AVENUE NORTH 85° 55' 10" WEST, 179.35 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 250.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32° 11' 42" AN ARC LENGTH OF 140.48 FEET; THENCE NORTH 53° 43' 28" WEST, 53.84 FEET; THENCE NORTH 36° 16' 32" EAST, 68.78 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 250.00 FEET, THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67° 24' 57" AN ARC LENGTH OF 294.16 FEET TO A POINT, A RADIAL LINE FROM SAID POINT BEARS NORTH 58° 51' 35" EAST; THENCE NORTH 58° 51' 35" EAST ALONG SAID RADIAL LINE A DISTANCE OF 116.07 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 48° 54' 18" WEST 95.00 FEET, THENCE NORTH 41° 05' 42" EAST, 59.00 FEET; THENCE SOUTH 48° 54' 18" EAST, 24.00 FEET; THENCE NORTH 41° 05' 42" EAST, 16.00 FEET; THENCE SOUTH 48° 54' 18" EAST, 59.00 FEET; THENCE SOUTH 41° 05' 42" WEST, 16.00 FEET; THENCE SOUTH 48° 54' 18" EAST, 12.00 FEET; THENCE SOUTH 41° 05' 42" WEST, 59.00 FEET TO THE **TRUE POINT OF BEGINNING**.

11/20/92 4:01 PM

DEVELOPER TRACT A 7

BEING A PORTION OF LOT 169 OF E.J. BALDWIN'S FOURTH SUBDIVISION, IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 186 OF MAPS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF VINCENT AVENUE AND GARVEY AVENUE (FORMERLY CENTER STREET) AS SHOWN ON PARCEL MAP NO. 3355 RECORDED IN PARCEL MAP BOOK 48, PAGE 97 ON FILE IN THE COUNTY RECORDER'S OFFICE, COUNTY OF LOS ANGELES, CALIFORNIA; THENCE WESTERLY ALONG THE CENTERLINE OF GARVEY AVENUE NORTH 85° 55' 10" WEST, 179.35 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 250.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32° 11' 42" AN ARC LENGTH OF 140.48 FEET; THENCE NORTH 53° 43' 28" WEST, 53.84 FEET; THENCE NORTH 36° 16' 32" EAST, 68.78 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 250.00 FEET; THENCE NORTHERLY ALONG LAST-MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 56° 03' 36" AN ARC LENGTH OF 244.61 FEET TO A POINT, A RADIAL FROM SAID POINT BEARS NORTH 70° 12' 56" EAST; THENCE CONTINUING NORTH 70° 12' 56" EAST ALONG SAID RADIAL LINE A DISTANCE OF 119.98 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 04° 09' 37" EAST, 63.19 FEET; THENCE NORTH 41° 13' 00" EAST, 36.10 FEET; THENCE SOUTH 85° 50' 23" EAST, 46.24; THENCE SOUTH 04° 09' 37" WEST, 92.00 FEET; THENCE NORTH 85° 50' 23" WEST, 68.00 FEET TO THE **TRUE POINT OF BEGINNING.**

11/20/92 9:42 AM

DEVELOPER TRACT A 8

BEING A PORTION OF LOT 168 OF E.J. BALDWIN'S FOURTH SUBDIVISION, IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 186 OF MAPS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF VINCENT AVENUE AND GARVEY AVENUE (FORMERLY CENTER STREET) AS SHOWN ON PARCEL MAP NO. 3355 RECORDED IN PARCEL MAP BOOK 48, PAGE 97 ON FILE IN THE COUNTY RECORDER'S OFFICE, COUNTY OF LOS ANGELES, CALIFORNIA; THENCE WESTERLY ALONG THE CENTERLINE OF GARVEY AVENUE NORTH 85° 55' 10" WEST, 92.98 FEET; THENCE NORTH 04° 04' 57" EAST, 196.53 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 04° 09' 37" EAST, 98.50 FEET; THENCE NORTH 85° 50' 23" WEST, 98.48 FEET; THENCE SOUTH 04° 09' 37" WEST, 98.50 FEET; THENCE SOUTH 85° 50' 23" EAST, 98.48 FEET TO THE **TRUE POINT OF BEGINNING.**

DEVELOPER TRACT A9

A PORTION OF LOT 168 OF E.J. BALDWIN'S FOURTH SUBDIVISION, IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 186 OF MAPS ON FILE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF VINCENT AVENUE AND GARVEY AVENUE (FORMERLY CENTER STREET) AS SHOWN ON PARCEL MAP NO. 3355 RECORDED IN PARCEL MAP BOOK 48, PAGE 97 ON FILE IN THE COUNTY RECORDER'S OFFICE, COUNTY OF LOS ANGELES, CALIFORNIA; THENCE WESTERLY ALONG THE CENTERLINE OF GARVEY AVENUE NORTH 85° 55' 10" WEST, 71.01 FEET; THENCE SOUTH 04° 09' 37" WEST, 77.13 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING SOUTH 04° 09' 37" WEST, 272.13 FEET; THENCE SOUTH 41° 07' 53" WEST, 243.03 FEET; THENCE NORTH 48° 52' 07" WEST, 91.00 FEET; THENCE NORTH 41° 07' 53" EAST, 170.54 FEET; THENCE NORTH 60°50'23" WEST, 8.04 FEET, THENCE NORTH 29°09'37" EAST 41.20 FEET, THENCE SOUTH 60°50'23" EAST, 5.71 FEET; THENCE NORTH 4° 09' 37" EAST, 236.99 FEET; THENCE SOUTH 85° 50' 23" EAST, 101.00 FEET TO THE **TRUE POINT OF BEGINNING.**

6/11/93 2:50 PM

DEVELOPER TRACT A-10

BEING A PORTION OF LOTS 155 & 156 OF E. J. BALDWIN'S FOURTH SUBDIVISION, IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 186 OF MAPS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF CALIFORNIA AVENUE AND WEST COVINA PARKWAY PER RECORD OF SURVEY RECORDED IN BOOK 88, PAGES 40 THROUGH 42 OF RECORDS OF SURVEYS IN LOS ANGELES COUNTY, CALIFORNIA; THENCE NORTH 41° 13' 00" EAST ALONG THE CENTERLINE OF CALIFORNIA AVENUE, A DISTANCE OF 23.04 FEET; THENCE NORTH 48° 47' 00" WEST, 36.00 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 85° 31' 35" WEST, 18.86 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85° 48' 59" AN ARC LENGTH OF 37.44 FEET; THENCE NORTH 00° 17' 24" EAST, 161.31 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 19.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 08' 17" AN ARC LENGTH OF 29.89 FEET; THENCE SOUTH 89° 34' 19" EAST, 201.66 FEET; THENCE SOUTH 41° 13' 00" WEST, 272.83 FEET, TO THE **TRUE POINT OF BEGINNING.**

11/20/92 10:24 AM

DEVELOPER TRACT A 11

A PORTION OF PARCEL 2 OF PARCEL MAP NO. 16045 IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 173, PAGES 57 AND 58 OF PARCEL MAPS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 2, NORTH 48° 46' 10" WEST, 84.10 FEET; THENCE, PERPENDICULAR TO LAST SAID COURSE, NORTH 41° 13' 50" EAST, 17.00 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND DISTANT NORTHEASTERLY 17.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE SOUTHWESTERLY LINE OF SAID PARCEL 2, SAID POINT BEING ALSO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID PARALLEL LINE NORTH 48° 46' 10" WEST, 335.00 FEET TO A LINE PARALLEL WITH AND DISTANT SOUTHEASTERLY 23.31 FEET, MEASURED AT RIGHT ANGLES, FROM THE NORTHWESTERLY LINE OF SAID PARCEL 2; THENCE, PERPENDICULAR TO LAST SAID COURSE AND ALONG SAID PARALLEL LINE, N 41°13'50" E, 68.00 FEET TO A LINE PARALLEL WITH AND DISTANT SOUTHWESTERLY 115.57 FEET, MEASURED AT RIGHT ANGLES, FROM THE NORTHEASTERLY LINE OF SAID PARCEL 2; THENCE PERPENDICULAR TO LAST SAID COURSE AND ALONG SAID PARALLEL LINE S 48°46'10" E, 146.92 FEET; THENCE PERPENDICULAR TO LAST SAID COURSE, N 41°13'50" E, 5.58 FEET; THENCE PERPENDICULAR TO LAST SAID COURSE, S 48°46'10" E, 41.16 FEET; THENCE PERPENDICULAR TO LAST SAID COURSE, S 41°13'50" W, 5.58 FEET; THENCE PERPENDICULAR TO LAST SAID COURSE AND ALONG LAST SAID PARALLEL LINE, S 48°46'10" E, 146.92 FEET; THENCE PERPENDICULAR TO LAST SAID COURSE S 41°13'50" W, 68.00 FEET TO THE TRUE POINT OF BEGINNING.

5/28/93 10:17 AM

DEVELOPER TRACT A-12

A PORTION OF LOT 156 OF E.J. BALDWIN'S FOURTH SUBDIVISION, IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 186 OF MAPS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF CALIFORNIA AVENUE AND WEST COVINA PARKWAY PER RECORD OF SURVEY AS RECORDED IN BOOK 88, PAGES 40 THROUGH 42 OF RECORDS OF SURVEYS, IN LOS ANGELES COUNTY, CALIFORNIA. THENCE NORTH 41° 13' 00" EAST ALONG THE CENTERLINE OF CALIFORNIA AVENUE A DISTANCE OF 880.61 FEET; THENCE NORTH 48° 47' 00" WEST, 36.00 TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 41° 13' 00" WEST, 104.19 FEET; THENCE NORTH 00° 39' 55" EAST, 136.88 FEET; THENCE SOUTH 48° 54' 18" EAST, 88.99 FEET TO THE **TRUE POINT OF BEGINNING.**

11/20/92 10:26 AM

DEVELOPER'S TRACT A-13

THAT PORTION OF LOT 156 OF E. J. BALDWIN'S FOURTH SUBDIVISION IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS RECORDED IN BOOK 8, PAGE 186 OF MAPS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF CALIFORNIA AVENUE AND WEST COVINA PARKWAY PER RECORD OF SURVEY AS RECORDED IN BOOK 88, PAGES 40 THROUGH 42 OF RECORDS OF SURVEYS, IN LOS ANGELES COUNTY, CALIFORNIA; THENCE NORTH 41° 13' 00" EAST ALONG THE CENTERLINE OF CALIFORNIA AVENUE A DISTANCE OF 880.91 FEET; THENCE NORTH 48° 46' 41" WEST, 438.04 FEET TO THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN DEED TO EUGENE L. WOOD PROPERTIES, RECORDED ON APRIL 26, 1957, AS INSTRUMENT NO. 338 IN BOOK 54329, PAGE 82 OF SAID OFFICIAL RECORDS; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LAND OF EUGENE L. WOOD NORTH 41° 13' 55" EAST, 224.30 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 48° 54' 18" WEST, 117.30 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 150.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03° 48' 20" AN ARC LENGTH OF 9.96 FEET TO A POINT ON SAID CURVE, A RADIAL TO SAID POINT BEARS NORTH 37° 17' 22" EAST; SAID POINT BEING ON THE SOUTHERLY LINE OF WEST GARVEY AVENUE, SAID SOUTHERLY LINE BEING PARALLEL TO AND DISTANT SOUTHERLY 67.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF SAID LOT 156; THENCE SOUTH 89° 34' 50" EAST ALONG SAID PARALLEL LINE 167.18 FEET TO A POINT ON THAT CERTAIN NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 358 FEET, A RADIAL CURVE FROM SAID POINT BEARS SOUTH 30° 44' 52" WEST, SAID CURVE BEING ON THE SOUTHWESTERLY BOUNDARY OR THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED IN BOOK 44493, PAGE 348 OF SAID OFFICIAL RECORDS; THENCE SOUTHEASTERLY ALONG LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 00° 07' 03" AN ARC LENGTH OF 0.73 FEET TO THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN DEED TO EUGENE L. WOOD PROPERTIES RECORDED ON

APRIL 26, 1957 AS INSTRUMENT NO. 338, IN BOOK 54329, PAGE 82 OF SAID OFFICIAL RECORDS; THENCE SOUTH 41° 13' 55" WEST, 108.76 FEET TO THE TRUE POINT OF BEGINNING.

11/20/92 3:27 PM

BROADWAY TRACT B-1

Those portions of Lots 133, 144, and 156 of E. J. Baldwin's Fourth Subdivision of part of Rancho La Puente, in the City of West Covina, County of Los Angeles, State of California, as per map recorded in Book 8, Page 186 of Maps, in the office of the County Recorder of said County, and that portion of W. R. Rowland Tract, as per map recorded in Book 42, Page 45 of Miscellaneous Records, and that portion of Rancho La Puente as per map recorded in Book 1, Pages 43 and 44 of Patents, in the office of said County Recorder, included within that portion of Garvey Avenue vacated by Instrument No. 79-445382, recorded April 25, 1979, in the office of said County Recorder, and those portions of Sunset Avenue vacated by Instruments recorded in Book 13279, Page 192, and in Book 12926, Page 12, and in Book D 1725, Page 481, all of Official Records of said County, and by Instrument No. 77-1336777 recorded December 5, 1977, in the office of said County Recorder, described as follows:

Beginning at the most southerly corner of said Lot 144; thence along the southwesterly line of said Lot 144, North 48°46'34" West 386.06 feet to the TRUE POINT OF BEGINNING; thence continuing along the southwesterly line of said Lot 144, North 48°46'34" West 541.22 feet to the most westerly corner of said Lot 144; thence continuing along the prolongation of said southwesterly line of said Lot 144, North 48°46'34" West 15.85 feet to a point in the southeasterly line of Parcel 1 of Parcel Map No. 7430, filed in Book 91, Pages 35 and 36 of Parcel Maps, in the office of said County Recorder, said point being on a curve concave northwesterly and having a radius of 840.00 feet, a radial line through said point bears North 59°55'05" West; thence along the southeasterly line of said Parcel 1 of Parcel Map No. 7430, North 48°46'34" West 14.15 feet; thence continuing along said southeasterly line North 41°13'52" East 60.08 feet to a point in said last mentioned curve having a radius of 840.00 feet, a radial line through said point bears North 64°07'46" West; thence continuing along said southeasterly line and said curve through a central angle of 09°04'58" and an arc length of 133.16 feet; thence tangent to said curve North 16°47'16" East 321.44 feet to the most southerly terminus of that certain curve in the southerly line of the land described in the deed to the State of California, recorded on August 20, 1971, as Instrument No. 417, in Book D-5165, Page 33 of said Official Records, said certain curve being a tangent curve concave southeasterly and having a radius of 25.00 feet; thence northeasterly along said last mentioned curve through a central angle of 73°37'54" an arc distance of 32.13 feet; thence continuing along said last mentioned southerly line, being a line parallel with and distant southerly 32.00 feet, measured at right angles, from the northerly line of said Lot 133, South 89°34'50" East 280.00 feet to the southwesterly corner of that portion of Garvey Avenue vacated by Instrument No. 79-445382, recorded April 25, 1979, in the office of said County Recorder; thence along the boundary of said vacated portion North 00°25'10" East 44.00 feet; thence continuing along said boundary South 89°34'50" East 786.23 feet; thence South 89°34'50" East 118.61 feet to the beginning of a tangent curve concave southerly and having a radius of 2028.00 feet; thence easterly along said curve through a central angle of 04°52'08" and an arc distance of 172.34 feet; thence South 84°42'42" East 239.62 feet to the northeasterly corner of said vacated portion; thence South 05°17'18" West 44.00 feet to the easterly terminus of that certain course in the most southerly line of the land described in the deed to the State of California, recorded September 28, 1970, in Book D-4843, Page 631, as Instrument No. 248, Official Records, described therein as having a bearing and a distance of "South 84°42'42" East 239.63 feet," said easterly terminus being also the beginning of a tangent curve concave northerly and having a radius of 2080.00 feet; thence easterly along said most southerly line and said curve through a central angle of 01°27'06" and an arc distance of 52.80 feet to a point which bears North 41°11'10" East 232.54 feet from the most westerly corner of Tract A-4 described in deed to Sylvan S. Shulman Co., recorded December 24, 1973, as Instrument No. 1670, Official Records, a radial line through said point bears North 03°50'02" East; thence along the northwesterly line of said land of Sylvan S. Shulman Co., South 41°11'10" West 232.54 feet to said last mentioned most westerly corner; thence North 48°48'50" West 201.22 feet; thence South 41°11'10" West 304.71 feet to a line parallel with and distant southerly 338.82 feet, measured at right angles, from the northerly line of said Lot 144; thence along said last mentioned line North 89°34'50" West 741.49 feet; thence South 41°11'10" West 350.85 feet; thence South 48°48'50" East 79.51 feet; thence South 00°25'10" West 244.92 feet to the TRUE POINT OF BEGINNING.

BROADWAY TRACT B-2

Parcel 1 of Parcel Map No. 16045, in the City of West Covina, County of Los Angeles, State of California, as per map filed in Book 173, Pages 57 and 58 of Parcel Maps, in the office of the County Recorder of said County.

BULLOCKS TRACT C-1

THOSE PORTIONS OF LOT 144 AND LOT 156 OF E. J. BALDWIN'S 4TH SUBDIVISION OF PART OF RANCHO LA PUENTE, IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 8, PAGE 186 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED BY THE FOLLOWING DESCRIBED LINES:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 144; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 144 NORTH 41°13'33" EAST 998.49 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN DEED TO FEDERATED DEPARTMENT STORES, INC., A DELAWARE CORPORATION RECORDED DECEMBER 24, 1973 AS INSTRUMENT NO. 1672, OFFICIAL RECORDS; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 48°48'50" WEST 64.61 FEET TO THE MOST WESTERLY CORNER OF THE LAND DESCRIBED IN THE ABOVE MENTIONED DEED; THENCE NORTH 41°11'10" EAST 327.00 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 48°48'50" EAST 218.92 FEET TO A POINT NORTH 48°48'50" WEST 71.58 FEET FROM THE MOST SOUTHERLY CORNER OF TRACT A-4 DESCRIBED IN DEED TO SYLVAN S. SHULMAN COMPANY; RECORDED DECEMBER 24, 1973 AS INSTRUMENT NO. 1670, OFFICIAL RECORDS; THENCE NORTH 86°11'10" EAST, 53.15 FEET THENCE SOUTH 48°48'50" EAST 41.34 FEET; THENCE NORTH 41°11'10" EAST 273.40 FEET TO A POINT IN THE SOUTHERLY LINE OF WEST GARVEY AVENUE; SAID SOUTHERLY LINE BEING A LINE PARALLEL WITH AND DISTANT 67.00 FEET SOUTHERLY MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF SAID LOT 156; THENCE ALONG SAID SOUTHERLY LINE SOUTH 89°34'50" EAST, 69.53 FEET TO THE MOST EASTERLY CORNER OF THE LAND DESCRIBED IN SAID DEED RECORDED DECEMBER 24, 1973 AS INSTRUMENT NO. 1672, OFFICIAL RECORDS; THENCE ALONG THE SOUTHEASTERLY AND SOUTHWESTERLY LINES OF SAID LAND SOUTH 41°11'10" WEST 683.37 FEET AND NORTH 48°48'50" WEST 285.89 FEET TO THE TRUE POINT OF BEGINNING.

PENNEY TRACT D-1

That portion of Lots 143, 144 and 155 of E. J. Baldwin's 4th subdivision of part of Rancho La Puente, in the City of West Covina, in the County of Los Angeles, State of California, as shown on map recorded in Book 8, Page 186 of Maps, in the office of the County Recorder of said County, bounded by the following described lines:

BEGINNING at the most Southerly corner of said Lot 144; thence North 48° 46' 34" West, 386.06 feet to the True Point of Beginning; thence North 00° 25' 10" East, 195.68 feet; thence South 89° 34' 50" East, 231.15 feet; thence North 64° 46' 43" East, 55.46 feet; thence South 89° 34' 50" East 98.00 feet; thence North 00° 25' 10" East, 61.00 feet; thence South 89° 34' 50" East, 348.00 feet; thence South 00° 25' 10" West, 61.00 feet; thence South 89° 34' 50" East, 15.00 feet; thence South 00° 25' 10" West, 184.00 feet; thence North 89° 34' 50" West, 378.00 feet; thence North oo° 25' 10" East, 125.00 feet; thence North 89° 34' 50" West, 129.51 feet; thence North 33° 34' 50" West, 6.03 feet; thence North 89° 34' 50" West, 183.27 feet; thence South 00° 25' 10" West, 455.46 feet to a point on the Northerly line of West Covina Parkway as described in Deeds to the City of West Covina, recorded on April 6, 1960, as Instrument No. 1937 in Book D-805, Page 520 of said Official Records and recorded on February 18, 1963 as Instrument No. 3131, in Book D-1924, Page 296, of said Official Records, said line being a curve concave Southerly and having a radius of 4645.00 feet, a radial line to said point bearing North 0° 28' 16" West; Thence Westerly, along said curve, through a central angle of 0° 35' 32" and an arc length of 48.01 feet; Thence North 0° 25' 10" East, 290.79 feet to the TRUE POINT OF BEGINNING.

PENNEY TRACT D-2

That portion of Lot 155 of E. J. Baldwin's 4th subdivision of part of Rancho La Puente, in the City of West Covina, in the County of Los Angeles, State of California, as shown on map recorded in Book 8 Page 186 of Maps, in the office of the County Recorder of said County, bounded by the following described lines:

Beginning at the most westerly corner of said Lot 155; thence North 41° 13' 33" East along the Northwesterly line of said Lot 155 a distance of 123.47 feet; thence South 89° 34' 50" East, 662.84 feet to the True Point of Beginning; thence continuing South 89° 34' 50" East 255.17 feet; thence South 00° 25' 10" West 161.62 feet to a point in the northerly line of West Covina Parkway as described in Deeds to the City of West Covina, recorded on April 6, 1960, as instrument No. 1937 in Book D-805 Page 520 of said official records and recorded on February 18, 1963, as instrument No. 3131, in Book D-1924 Page 296 of said official records; thence North 85° 31' 37" West along the northerly line of said West Covina Parkway a distance of 59.13 feet to a point of tangency with a curve concave southerly with a radius of 790 feet, a radial line to said point bears North 04° 28' 23" East; thence continuing southwesterly along the northerly line of said West Covina Parkway, through a central angle of 12° 10' 40" an arc distance of 167.91 feet to the end of said curve; thence tangent to last mentioned curve and along said northerly line of West Covina Parkway South 82° 17' 43" West, 28.99 feet; thence North 0° 25' 10" East, 167.48 feet to the True Point of Beginning.

MAY TRACT F-1

A PORTION OF LOT 156 OF E.J. BALDWIN'S FOURTH SUBDIVISION IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 186 OF MAPS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND THAT PORTION OF CALIFORNIA AVENUE VACATED BY RESOLUTION NO. 8846 OF THE CITY OF WEST COVINA, A CERTIFIED COPY OF WHICH WAS RECORDED AUGUST 26, 1992 AS INSTRUMENT NO. 92-1600100 DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF CALIFORNIA AVENUE AND WEST COVINA PARKWAY PER RECORD OF SURVEY AS RECORDED IN BOOK 88, PAGES 40 THROUGH 42 OF RECORDS OF SURVEYS IN LOS ANGELES COUNTY, CALIFORNIA; THENCE NORTH 41° 13' 00" EAST, ALONG THE CENTERLINE OF CALIFORNIA AVENUE A DISTANCE OF 759.04 FEET; THENCE NORTH 48° 47' 00" WEST, 21.13 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 35.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 89° 20' 05" EAST, SAID BEGINNING OF CURVE BEING THE **TRUE POINT OF BEGINNING**; THENCE SOUTHWESTERLY AND WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00" AN ARC LENGTH OF 54.98 FEET; THENCE NORTH 89° 20' 05" WEST, 214.69 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 215.00 FEET; THENCE WESTERLY ALONG LAST MENTIONED TANGENT CURVE THROUGH A CENTRAL ANGLE OF 17° 43' 49" AN ARC LENGTH OF 66.53 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 185.00 FEET; THENCE WESTERLY ALONG LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 17° 43' 49" AN ARC LENGTH OF 57.25 FEET; THENCE TANGENT NORTH 89° 20' 05" WEST, 93.33 FEET; THENCE NORTH 00° 39' 55" EAST, 56.50 FEET; THENCE SOUTH 89° 20' 05" EAST, 63.33 FEET; THENCE NORTH 00° 39' 55" EAST, 247.17 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 9.99 FEET, A RADIAL FROM THE BEGINNING OF LAST SAID NON-TANGENT CURVE BEARS SOUTH 37° 59' 05" EAST; THENCE ALONG LAST MENTIONED NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 79° 25" 00' AN ARC

LENGTH OF 13.85 FEET; THENCE TANGENT SOUTH 48° 34' 05" EAST, 24.54 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 80.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40° 46' 00" AN ARC LENGTH OF 56.92 FEET; THENCE TANGENT SOUTH 89° 20' 05" EAST, 282.92 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00" AN ARC LENGTH OF 54.98 FEET; THENCE SOUTH 00° 39' 55" WEST, 179.00 FEET TO THE **TRUE POINT OF BEGINNING.**

11/20/92 1:54 PM

AGENCY TRACT E-1

PARCEL 3 OF PARCEL MAP NO. 16045 IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 173, PAGES 57 AND 58 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

AGENCY TRACT E-2

THAT PORTION OF LOTS 143, 144, 155, AND 156 OF E.J. BALDWIN'S FOURTH SUBDIVISION OF A PORTION OF RANCHO LA PUENTE, IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 8, PAGE 186 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 144; THENCE NORTH 41° 13' 35" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 144, A DISTANCE OF 161.13 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 34' 50" EAST, 54.82 FEET; THENCE SOUTH 00° 25' 10" WEST, 170.79 FEET TO A POINT IN THE NORTHERLY LINE OF WEST COVINA PARKWAY, AS DESCRIBED IN DEEDS TO THE CITY OF WEST COVINA, RECORDED ON APRIL 6, 1960 AS INSTRUMENT NO. 1937 IN BOOK D-805 PAGE 520 OF SAID OFFICIAL RECORDS, AND RECORDED ON FEBRUARY 18, 1963 AS INSTRUMENT NO. 3131, IN BOOK D-1924 PAGE 296 OF SAID OFFICIAL RECORDS; THENCE ALONG SAID NORTHERLY LINE OF SAID WEST COVINA PARKWAY, SOUTH 85° 31' 37" EAST, 56.14 FEET; THENCE NORTH 00° 25' 10" EAST, 174.76 FEET; THENCE SOUTH 89° 34' 50" EAST, 420.45 FEET; THENCE SOUTH 00° 25' 10" WEST, 203.18 FEET TO A POINT IN THE NORTHERLY LINE OF SAID WEST COVINA PARKWAY, SAID POINT BEING ON A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 710.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 00° 57' 35" EAST; THENCE CONTINUING NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID WEST COVINA PARKWAY, THROUGH A CENTRAL ANGLE OF 04° 31' 21" AN ARC DISTANCE OF 56.04 FEET; THENCE NORTH 00° 25' 10" EAST, 201.44 FEET; THENCE SOUTH 89° 34' 50" EAST, 305.38 FEET; THENCE NORTH 00° 25' 10" EAST, 233.07 FEET; THENCE NORTH 48° 46' 37" WEST, 96.31 FEET; THENCE NORTH 89° 34' 50" WEST, 445.09 FEET; THENCE SOUTH 00° 25' 10" WEST, 160.00 FEET; THENCE NORTH 89° 34' 50" WEST, 432.96 FEET; THENCE NORTH 33° 34' 50" WEST, 194.30 FEET; THENCE NORTH 89° 34' 50" WEST, 183.27 FEET; THENCE SOUTH 00° 25' 10" WEST, 296.00 FEET; THENCE SOUTH 89° 34' 50" EAST, 349.52 FEET TO THE TRUE POINT OF BEGINNING.

AGENCY TRACT E-3

PARCEL 2 OF PARCEL MAP NO. 16045 IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 173, PAGES 57 AND 58 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPTING HEREIN THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 2, NORTH 48° 46' 10" WEST, 84.10 FEET; THENCE, PERPENDICULAR TO LAST SAID COURSE, NORTH 41° 13' 50" EAST, 17.00 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND DISTANT NORTHEASTERLY 17.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE SOUTHWESTERLY LINE OF SAID PARCEL 2, SAID POINT BEING ALSO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID PARALLEL LINE NORTH 48° 46' 10" WEST, 335.00 FEET TO A LINE PARALLEL WITH AND DISTANT SOUTHEASTERLY 23.31 FEET, MEASURED AT RIGHT ANGLES, FROM THE NORTHWESTERLY LINE OF SAID PARCEL 2; THENCE, PERPENDICULAR TO LAST SAID COURSE AND ALONG SAID PARALLEL LINE, N 41°13'50" E, 68.00 FEET TO A LINE PARALLEL WITH AND DISTANT SOUTHWESTERLY 115.57 FEET, MEASURED AT RIGHT ANGLES, FROM THE NORTHEASTERLY LINE OF SAID PARCEL 2; THENCE PERPENDICULAR TO LAST SAID COURSE AND ALONG SAID PARALLEL LINE S 48°46'10" E, 146.92 FEET; THENCE PERPENDICULAR TO LAST SAID COURSE, N 41°13'50" E, 5.58 FEET; THENCE PERPENDICULAR TO LAST SAID COURSE, S 48°46'10" E, 41.16 FEET; THENCE PERPENDICULAR TO LAST SAID COURSE, S 41°13'50" W, 5.58 FEET; THENCE PERPENDICULAR TO LAST SAID COURSE AND ALONG LAST SAID PARALLEL LINE, S 48°46'10" E, 146.92 FEET; THENCE PERPENDICULAR TO LAST SAID COURSE S 41°13'50" W, 68.00 FEET TO THE TRUE POINT OF BEGINNING.

5/28/93 10:21 AM

AGENCY TRACT E 4

THAT PORTION OF LOTS 143 AND 144 OF E.J. BALDWIN'S FORTH SUBDIVISION OF PART OF RANCHO LA PUENTE, IN THE CITY OF WEST COVINA, AS SHOWN ON MAP RECORDED IN BOOK 8, PAGE 186 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED BY THE FOLLOWING DESCRIBED LINES:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 144; THENCE NORTH 41° 13' 33" EAST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 144, A DISTANCE OF 161.13 FEET; THENCE NORTH 89° 34' 50" WEST 141.52 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00° 25' 10" WEST 160.89 FEET TO A POINT IN THE NORTHERLY LINE OF WEST COVINA PARKWAY, AS DESCRIBED IN DEEDS TO THE CITY OF WEST COVINA, RECORDED ON APRIL 6, 1960 AS INSTRUMENT NO. 1937 IN BOOK D-805 PAGE 520 OF SAID OFFICIAL RECORDS, AND RECORDED ON FEBRUARY 18, 1963 AS INSTRUMENT NO. 3131, IN BOOK D-1924 PAGE 296 OF SAID OFFICIAL RECORDS, SAID POINT BEING ON A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 4645.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 02° 05' 41" EAST; THENCE CONTINUING SOUTHWESTERLY ALONG THE NORTHERLY LINE OF SAID WEST COVINA PARKWAY, THROUGH A CENTRAL ANGLE OF 02° 33' 57" AN ARC DISTANCE OF 208.01 FEET; THENCE NORTH 00° 25 10" EAST 159.46 FEET; THENCE SOUTH 89° 34' 50" EAST 208.00 FEET TO THE TRUE POINT OF BEGINNING.

AGENCY TRACT E-5

BEING A PORTION OF LOT 156 OF E.J. BALDWIN'S FOURTH SUBDIVISION, IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 186 OF MAPS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF CALIFORNIA AVENUE AND WEST COVINA PARKWAY PER RECORD OF SURVEY AS RECORDED IN BOOK 88, PAGES 40 THROUGH 42 OF RECORD OF SURVEYS, IN LOS ANGELES COUNTY, CALIFORNIA; THENCE NORTH 41° 13' 00" EAST ALONG THE CENTERLINE OF CALIFORNIA AVENUE A DISTANCE OF 859.34 FEET; THENCE NORTH 48° 47' 00" WEST, 253.69 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE; SOUTH 41° 13' 00" WEST, 17.64 FEET; THENCE NORTH 89° 20' 05" WEST, 194.95 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 80.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 44' 27" AN ARC LENGTH OF 2.43 FEET TO A POINT ON A NON-TANGENT LINE A RADIAL LINE FROM SAID POINT BEARS NORTH 02° 24' 22" EAST; THENCE ALONG SAID NON-TANGENT LINE NORTH 41° 13' 00" EAST 145.62 FEET; THENCE SOUTH 48° 54' 18" EAST, 150.00 FEET TO THE **TRUE POINT OF BEGINNING.**

11/20/92 12:46 PM

AGENCY TRACT E 6

BEING A PORTION OF LOT 156 OF E. J. BALDWIN'S FOURTH SUBDIVISION IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 186 OF MAPS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF CALIFORNIA AVENUE AND WEST COVINA PARKWAY PER RECORD OF SURVEY AS RECORDED IN BOOK 88, PAGES 40 THROUGH 42 OF RECORDS OF SURVEYS, IN LOS ANGELES COUNTY, CALIFORNIA. THENCE NORTH 41° 13' 00' EAST ALONG THE CENTERLINE OF CALIFORNIA AVENUE A DISTANCE OF 370.49 FEET; THENCE NORTH 48° 47' 00' WEST, 36.00 FEET TO THE TRUE POINT OF BEGINNING; SAID POINT ALSO BEING ON THE NORTHWESTERLY LINE OF CALIFORNIA AVENUE; THENCE NORTH 41° 13' 00" EAST, 329.76 FEET; THENCE SOUTH 89° 20' 05" EAST 14.52 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 35.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00" AN ARC LENGTH OF 54.98 FEET; THENCE NORTH 00° 39' 55" EAST, 22.87 FEET; THENCE NORTH 41° 13' 00" EAST, 104.19 FEET; THENCE NORTH 48° 54' 18" WEST, 88.98 FEET; THENCE NORTH 00° 39' 55" EAST, 19.25 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 35.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00" AN ARC LENGTH OF 54.98 FEET; THENCE NORTH 89° 20' 05" WEST, 27.62 FEET; THENCE NORTH 48° 46' 41" WEST, 230.21 FEET; THENCE NORTH 41° 13' 55" EAST, 173.80 FEET; THENCE SOUTH 48° 54' 18" EAST, 217.25 FEET; THENCE SOUTH 41° 05' 42" WEST, 3.00 FEET; THENCE SOUTH 48° 54' 18" EAST, 79.99 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 222.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85° 10' 50" AN ARC LENGTH OF 330.04 FEET; THENCE SOUTH 36° 16' 32" WEST, 188.61 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 322.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54° 09' 09" AN ARC LENGTH OF 304.33 FEET; THENCE NORTH 89° 34' 19" WEST 29.97 FEET TO THE TRUE POINT OF BEGINNING.

12/10/92 9:36 AM

AGENCY TRACT E-7

BEING A PORTION OF LOTS 156, 168 AND 169 OF E. J. BALDWIN'S FOURTH SUBDIVISION IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PER MAP RECORDED IN BOOK 8, PAGE 186 OF MAPS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF VINCENT AVENUE AND GARVEY AVENUE (FORMERLY CENTER STREET) AS SHOWN ON PARCEL MAP NO. 3355 RECORDED IN PARCEL MAP BOOK 48, PAGE 97 ON FILE IN THE COUNTY RECORDER'S OFFICE, COUNTY OF LOS ANGELES, CALIFORNIA; THENCE NORTH 04° 09' 37" EAST ALONG THE CENTERLINE OF VINCENT AVENUE, 156.91 FEET; THENCE NORTH 85° 50' 23" WEST, 67.00 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 85° 55'10" WEST, 133.01 FEET; THENCE NORTH 68° 58' 28" WEST, 69.86 FEET TO A POINT ON A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 278.50 FEET, A RADIAL FROM LAST SAID POINT BEARS NORTH 68° 58' 28" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69° 55' 50" AN ARC LENGTH OF 339.91 FEET; THENCE NORTH 48° 54' 18" WEST, 79.99 FEET; THENCE SOUTH 41° 05' 42" WEST, 3.00 FEET; THENCE NORTH 48° 54' 18" WEST, 334.42 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 150.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40° 40' 32" AN ARC LENGTH OF 106.49 FEET; THENCE NORTH 89° 34' 50" WEST, 10.03 FEET; THENCE NORTH 00° 25' 10" EAST, 14.00 FEET; THENCE SOUTH 89° 34' 50" EAST, 336.75 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 76° 37' 51" AN ARC LENGTH OF 267.49 FEET; THENCE SOUTH 12° 56' 59" EAST, 64.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 139.00 FEET, A RADIAL FROM LAST SAID POINT BEARS NORTH 50° 11' 40" EAST; THENCE WESTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 50° 57' 29" AN ARC LENGTH OF 123.62 FEET; THENCE NORTH 89° 14' 11" EAST, 16.97 FEET; THENCE SOUTH 43° 40' 09" EAST, 53.77 FEET; THENCE SOUTH 00° 46' 34" EAST, 113.57 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1433.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04° 56' 11" AN ARC LENGTH OF 123.46 FEET; THENCE SOUTH 04° 09' 37" WEST, 120.04 FEET TO THE **TRUE POINT OF BEGINNING.**

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:

DEVELOPER'S TRACT A-13

AGENCY TRACT E-7

(TRANSFER PARCEL 6)

COMMENCING AT THE CENTERLINE INTERSECTION OF CALIFORNIA AVENUE AND WEST COVINA PARKWAY PER RECORD OF SURVEY AS RECORDED IN BOOK 88, PAGES 40 THROUGH 42 OF RECORDS OF SURVEYS, IN LOS ANGELES COUNTY, CALIFORNIA; THENCE NORTH 41° 13' 00' EAST ALONG THE CENTERLINE OF CALIFORNIA AVENUE A DISTANCE OF 880.91 FEET; THENCE NORTH 48° 46' 41' WEST, 438.04 FEET TO THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN DEED TO EUGENE L. WOOD PROPERTIES, RECORDED ON APRIL 26, 1957, AS INSTRUMENT NO. 338 IN BOOK 54329, PAGE 82 OF SAID OFFICIAL RECORDS; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LAND OF EUGENE L. WOOD, NORTH 41° 13' 55" EAST, 224.30 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 48° 54' 18" WEST, 117.30 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 150.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03° 48' 20" AN ARC LENGTH OF 9.96 FEET TO A POINT ON SAID CURVE, A RADIAL TO SAID POINT BEARS NORTH 37° 17' 22" EAST; SAID POINT BEING ON THE SOUTHERLY LINE OF WEST GARVEY AVENUE, SAID SOUTHERLY LINE BEING PARALLEL TO AND DISTANT SOUTHERLY 67.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF SAID LOT 156; THENCE SOUTH 89° 34' 50" EAST ALONG SAID PARALLEL LINE 167.18 FEET TO A POINT ON THAT CERTAIN NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 358.00 FEET, A RADIAL LINE FROM SAID CURVE BEARS SOUTH 30° 44' 52" WEST, SAID CURVE BEING ON THE SOUTHWESTERLY BOUNDARY OR THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED IN BOOK 44493, PAGE 348 OF SAID OFFICIAL RECORDS; THENCE SOUTHEASTERLY ALONG LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 00° 07' 03" AN ARC DISTANCE OF 0.73 FEET TO THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN DEED TO AFOREMENTIONED EUGENE L. WOOD PROPERTIES; THENCE SOUTH 41° 13' 55" WEST, 108.76 FEET TO THE **TRUE POINT OF BEGINNING.**

DEVELOPER TRACT A-5

COMMENCING AT THE CENTERLINE INTERSECTION OF VINCENT AVENUE AND GARVEY AVENUE (FORMERLY CENTER STREET) AS SHOWN ON PARCEL MAP NO. 3355 RECORDED IN PARCEL MAP BOOK 48, PAGE 97 ON FILE IN THE COUNTY RECORDER'S OFFICE, COUNTY OF LOS ANGELES, CALIFORNIA; THENCE WESTERLY ALONG THE CENTERLINE OF GARVEY AVENUE NORTH 85° 55' 10" WEST, 179.35 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 250.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32° 11' 42" AN ARC LENGTH OF 140.48 FEET; THENCE NORTH 53° 43' 28" WEST, 53.84 FEET; THENCE

NORTH 36° 16' 32" EAST, 68.78 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 250.00 FEET, THENCE NORTHERLY ALONG LAST-MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 85° 10' 50" AN ARC LENGTH OF 371.67 FEET; THENCE NORTH 48° 54' 18" WEST, 111.31 FEET; THENCE NORTH 41° 05' 42" EAST, 173.62 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 48° 54' 18" WEST, 62.89 FEET; THENCE SOUTH 41° 05' 42" WEST, 5.31 FEET; THENCE NORTH 48° 54' 18" WEST, 60.00 FEET; THENCE SOUTH 41° 05' 42" WEST, 6.28 FEET; THENCE NORTH 48° 54' 18" WEST, 52.00 FEET; THENCE NORTH 41° 05' 42" EAST, 26.42 FEET; THENCE SOUTH 87° 12' 40" EAST, 56.70 FEET; THENCE SOUTH 70° 06' 06" EAST, 66.04 FEET; THENCE SOUTH 48° 54' 18" EAST, 68.82 FEET; THENCE SOUTH 41° 05' 42" WEST, 73.85 FEET TO THE **TRUE POINT OF BEGINNING**.

DEVELOPER TRACT A-6

COMMENCING AT THE CENTERLINE INTERSECTION OF VINCENT AVENUE AND GARVEY AVENUE (FORMERLY CENTER STREET) AS SHOWN ON PARCEL MAP NO. 3355 RECORDED IN PARCEL MAP BOOK 48, PAGE 97 ON FILE IN THE COUNTY RECORDER'S OFFICE, COUNTY OF LOS ANGELES, CALIFORNIA; THENCE WESTERLY ALONG THE CENTERLINE OF GARVEY AVENUE NORTH 85° 55' 10" WEST, 179.35 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 250.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32° 11' 42" AN ARC LENGTH OF 140.48 FEET; THENCE NORTH 53° 43' 28" WEST, 53.84 FEET; THENCE NORTH 36° 16' 32" EAST, 68.78 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 250.00 FEET; THENCE NORTHERLY ALONG LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 67° 24' 57" AN ARC LENGTH OF 294.16 FEET TO A POINT, A RADIAL LINE TO SAID POINT BEARS NORTH 58° 51' 35" EAST; THENCE ALONG SAID RADIAL LINE NORTH 58° 51' 35" EAST, 116.07 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 48° 54' 18" WEST, 95.00 FEET; THENCE NORTH 41° 05' 42" EAST, 59.00 FEET; THENCE SOUTH 48° 54' 18" EAST, 24.00 FEET; THENCE NORTH 41° 05' 42" EAST, 16.00 FEET; THENCE SOUTH 48° 54' 18" EAST, 59.00 FEET; THENCE SOUTH 41° 05' 42" WEST, 16.00 FEET; THENCE SOUTH 48° 54' 18" EAST, 12.00 FEET; THENCE SOUTH 41° 05' 42" WEST, 59.00 FEET TO THE **TRUE POINT OF BEGINNING**.

DEVELOPER TRACT A-7

BEING A PORTION OF LOT 169 OF E.J. BALDWIN'S FOURTH SUBDIVISION, IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP

AGENCY TRACT E-7

RECORDED IN BOOK 8, PAGE 186 OF MAPS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF VINCENT AVENUE AND GARVEY AVENUE (FORMERLY CENTER STREET) AS SHOWN ON PARCEL MAP NO. 3355 RECORDED IN PARCEL MAP BOOK 48, PAGE 97 ON FILE IN THE COUNTY RECORDER'S OFFICE, COUNTY OF LOS ANGELES, CALIFORNIA; THENCE WESTERLY ALONG THE CENTERLINE OF GARVEY AVENUE NORTH 85° 55' 10" WEST, 179.35 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 250.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32° 11' 42" AN ARC LENGTH OF 140.48 FEET; THENCE NORTH 53° 43' 28" WEST, 53.84 FEET; THENCE NORTH 36° 16' 32" EAST, 68.78 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 250.00 FEET; THENCE NORTHERLY ALONG LAST-MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 56° 03' 36" AN ARC LENGTH OF 244.61 FEET TO A POINT, A RADIAL TO SAID POINT BEARS NORTH 70° 12' 56" EAST; THENCE CONTINUING NORTH 70° 12' 56" EAST ALONG SAID RADIAL LINE A DISTANCE OF 119.98 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 04° 09' 37" EAST, 63.19 FEET; THENCE NORTH 41° 13' 00" EAST, 36.10 FEET; THENCE SOUTH 85° 50' 23" EAST, 46.24; THENCE SOUTH 04° 09' 37" WEST, 92.00 FEET; THENCE NORTH 85° 50' 23" WEST, 68.00 FEET TO THE **TRUE POINT OF BEGINNING**.

DEVELOPER TRACT A-8

BEING A PORTION OF LOT 168 OF E.J. BALDWIN'S FOURTH SUBDIVISION, IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 186 OF MAPS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF VINCENT AVENUE AND GARVEY AVENUE (FORMERLY CENTER STREET) AS SHOWN ON PARCEL MAP NO. 3355 RECORDED IN PARCEL MAP BOOK 48, PAGE 97 ON FILE IN THE COUNTY RECORDER'S OFFICE, COUNTY OF LOS ANGELES, CALIFORNIA; THENCE WESTERLY ALONG THE CENTERLINE OF GARVEY AVENUE NORTH 85° 55' 10" WEST, 92.98 FEET; THENCE NORTH 04° 04' 57" EAST, 196.53 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 04° 09' 37" EAST, 98.50 FEET; THENCE NORTH 85° 50' 23" WEST, 98.48 FEET; THENCE SOUTH 04° 09' 37" WEST, 98.50 FEET; THENCE SOUTH 85° 50' 23" EAST, 98.48 FEET TO THE **TRUE POINT OF BEGINNING**.

AGENCY TRACT E8

BEING A PORTION OF LOTS 167 AND 168 OF E.J. BALDWIN'S FOURTH SUBDIVISION, IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 186, OF MAPS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY CORNER OF SAID LOT 168; THENCE SOUTH 48° 47' 00" EAST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 168, A DISTANCE OF 6.00 FEET TO THE INTERSECTION WITH A LINE THAT IS PARALLEL TO AND DISTANT 6.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE NORTHWESTERLY LINE OF SAID LOT 168, SAID PARALLEL LINE BEING THE EASTERLY LINE OF CALIFORNIA AVENUE (72' WIDE); THENCE NORTH 41° 13' 00" EAST, ALONG THE EASTERLY LINE OF CALIFORNIA AVENUE A DISTANCE OF 200.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY LINE OF THE SOUTHWESTERLY 200 FEET OF SAID LOT 168; THENCE SOUTH 48° 45' 19" EAST ALONG LAST SAID NORTHEASTERLY LINE A DISTANCE OF 66.48 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 378.50 FEET, A RADIAL FROM LAST SAID POINT BEARS NORTH 17° 59' 35" WEST, SAID LAST POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35° 43' 52" AN ARC LENGTH OF 236.04 FEET; THENCE NORTH 36° 16' 32" EAST 49.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 28.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 31' 25" AN ARC LENGTH OF 43.75 FEET TO A POINT ON A REVERSE CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 292.00 FEET, A RADIAL FROM LAST SAID POINT BEARS NORTH 35° 47' 57" EAST; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31° 43' 07" AN ARC LENGTH OF 161.65 FEET; THENCE SOUTH 85° 55' 10" EAST, 96.24 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 26.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88° 54' 43" AN ARC LENGTH OF 40.35 FEET TO A POINT ON A COMPOUND CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 75.00 FEET, A RADIAL FROM LAST SAID POINT BEARS NORTH 87° 00' 27" WEST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 48' 54" AN ARC LENGTH OF

24.63 FEET TO A POINT ON A REVERSE CURVE CONCAVE EASTERLY HAVING A RADIUS OF 95.00 FEET, A RADIAL TO LAST SAID POINT BEARS NORTH 68° 11' 33" WEST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 38' 50' AN ARC LENGTH OF 29.26 FEET; THENCE SOUTH 04° 09' 37" WEST, 34.35 FEET; THENCE NORTH 85° 50' 23" WEST, 6.00 FEET; THENCE SOUTH 04° 09' 37" WEST, 25.00 FEET; THENCE SOUTH 85° 50' 23" EAST, 6.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 75.00 FEET, A RADIAL FROM LAST SAID POINT BEARS SOUTH 85° 50' 23" EAST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20° 12' 19" AN ARC LENGTH OF 26.45 FEET TO A POINT ON A REVERSE CURVE CONCAVE WESTERLY HAVING A RADIUS OF 55.00 FEET, A RADIAL FROM LAST SAID POINT BEARS SOUTH 73° 57' 18" WEST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20° 12' 19" AN ARC LENGTH OF 19.40 FEET; THENCE SOUTH 04° 09' 37" WEST, 222.60 FEET; THENCE NORTH 87° 33' 10" WEST 48.88 FEET; THENCE SOUTH 41° 07' 53" WEST, 182.26 FEET; THENCE NORTH 68° 55' 14" WEST, 305.75 FEET; THENCE NORTH 41° 13' 00" EAST, 203.52 FEET; THENCE NORTH 48° 45' 19" WEST 238.52 TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM:

A PORTION OF LOT 168 OF E.J. BALDWIN'S FOURTH SUBDIVISION, IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 186 OF MAPS ON FILE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF VINCENT AVENUE AND GARVEY AVENUE (FORMERLY CENTER STREET) AS SHOWN ON PARCEL MAP NO. 3355 RECORDED IN PARCEL MAP BOOK 48, PAGE 97 ON FILE IN THE COUNTY RECORDER'S OFFICE, COUNTY OF LOS ANGELES, CALIFORNIA; THENCE WESTERLY ALONG THE CENTERLINE OF GARVEY AVENUE NORTH 85° 55' 10" WEST, 71.01 FEET; THENCE SOUTH 04° 09' 37" WEST, 77.13 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH

(INTENTIONALLY DELETED)

(INTENTIONALLY DELETED)

(INTENTIONALLY DELETED)

(INTENTIONALLY DELETED)

CONSENT, APPROVAL AND SUBORDINATION OF FEE OWNER WITH RESPECT TO DEVELOPER TRACT A-1

riscilla Shulman, Sylvan S. Shulman, Michael Shulman, Linda Schrobilgen, and Morris Matcha, as Trustee under the Matcha Family Trust dated July 27, 1988 (collectively, the "Fee Owners"), are the fee owners of that certain real property (the "Subject Property") designated as Developer Tract A-1 in the Third Amendment to and Restatement of Construction, Operation and Reciprocal Easement Agreement dated _____, 1992, by and among CenterMark Properties of West Covina, Inc., Carter Hawley Hale Stores, Inc., Bullock's Properties Corp., J.C. Penney Properties, Inc., The May Department Stores Company, and the Redevelopment Agency of the City of West Covina, recorded on _____, 199___ as Instrument No._____ in the Official Records of the County Recorder of Los Angeles County, California (the "REA"). The Fee Owners, for themselves and their respective successors and assigns of their interests in the Subject Property, agree as follows:

(a) The Fee Owners, in their capacities as fee owners of the Subject Property, hereby consent to and approve the terms, covenants, and provisions of the REA; provided, however, that the Fee Owners shall not be deemed to have consented to or approved any subsequent amendment to the REA unless they shall have expressly approved such amendment in writing, which approval shall not be unreasonably withheld or delayed.

(b) The Subject Property is hereby made subject and subordinate to all of the terms, covenants, and provisions of the REA, and the provisions of, and the restrictions and easements created by, the REA shall be binding upon the Subject Property.

(c) The Fee Owners hereby join in the grant to the Parties and Agency under the REA of the easements in favor of said Parties and Agency and their Tracts set forth in the REA to the extent such easements are in, over and upon the Subject Property, and agree to join in the grant of any easements granted in any amendment to the REA and/or any easement agreement or conveyance which is prepared pursuant to the provisions of the REA.

(d) The Fee Owners hereby agree that each and all of the terms, covenants and conditions of the REA shall be covenants running with the land, shall for the term of the REA bind the fee interests of the Fee Owners and their respective successors and assigns in the Subject Property, and shall bind and inure to the benefit of each Party and Agency under the REA.

Although the Subject Property constitutes a portion of the Developer Tract, in no event shall the Fee Owners be liable for, or be deemed to have assumed, any obligation of Developer, except as respects the Subject Property.

Nothing contained in this Consent, Approval and Subordination is intended to release any Party or Agency from its obligations contained under the REA. All initial capitalized terms used herein and not defined herein shall have the meanings as defined in the REA.

IN WITNESS WHEREOF, this Consent, Approval and Subordination has been executed as of the date first above written for the REA and shall be effective as of the date of recordation of the REA.

Priscilla Shulman

Sylvan S. Shulman

Michael Shulman

Linda Schrobilgen

Morrie Matcha, as Trustee
under the Matcha Family
Trust dated July 27, 1988

State of CALIFORNIA)
) ss.
County of LOS ANGELES)

On January 29, 1998 before me, a notary public, personally appeared Priscilla Shulman, Sylvan Shulman and Linda Schrobilgen, personally known to me (or 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.

WITNESS my hand and official seal.

Signature

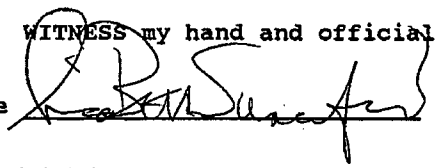
(Seal)

LISA BETH SUMMERFIELD
COMM. # 978845
Notary Public — California
LOS ANGELES COUNTY
My Comm. Expires NOV 22, 1998

STATE OF CALIFORNIA)
) SS:
COUNTY OF LOS ANGELES)

On February 5, 1993, before me, Lisa Beth Summerfield, a Notary Public, personally appeared MICHAEL SHULMAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature 

(Seal)

CONSENT, APPROVAL AND SUBORDINATION
OF FEE OWNER WITH RESPECT TO DEVELOPER TRACT A-1

Sylvan S. Shulman, Michael Shulman, Linda Schrobilgen, and **Morrie Matcha, as Trustee under the Matcha Family Trust dated July 27, 1988** (collectively, the "Fee Owners"), are the fee owners of that certain real property (the "Subject Property") designated as Developer Tract A-1 in the Third Amendment to and Restatement of Construction, Operation and Reciprocal Easement Agreement dated _____, 1992, by and among CenterMark Properties of West Covina, Inc., Carter Hawley Hale Stores, Inc., Bullock's Properties Corp., J.C. Penney Properties, Inc., The May Department Stores Company, and the Redevelopment Agency of the City of West Covina, recorded on _____, 199___ as Instrument No._____ in the Official Records of the County Recorder of Los Angeles County, California (the "REA"). The Fee Owners, for themselves and their respective successors and assigns of their interests in the Subject Property, agree as follows:

(a) The Fee Owners, in their capacities as fee owners of the Subject Property, hereby consent to and approve the terms, covenants, and provisions of the REA; provided, however, that the Fee Owners shall not be deemed to have consented to or approved any subsequent amendment to the REA unless they shall have expressly approved such amendment in writing, which approval shall not be unreasonably withheld or delayed.

(b) The Subject Property is hereby made subject and subordinate to all of the terms, covenants, and provisions of the REA, and the provisions of, and the restrictions and easements created by, the REA shall be binding upon the Subject Property.

(c) The Fee Owners hereby join in the grant to the Parties and Agency under the REA of the easements in favor of said Parties and Agency and their Tracts set forth in the REA to the extent such easements are in, over and upon the Subject Property, and agree to join in the grant of any easements granted in any amendment to the REA and/or any easement agreement or conveyance which is prepared pursuant to the provisions of the REA.

(d) The Fee Owners hereby agree that each and all of the terms, covenants and conditions of the REA shall be covenants running with the land, shall for the term of the REA bind the fee interests of the Fee Owners and their respective successors and assigns in the Subject Property, and shall bind and inure to the benefit of each Party and Agency under the REA.

Although the Subject Property constitutes a portion of the Developer Tract, in no event shall the Fee Owners be liable for, or be deemed to have assumed, any obligation of Developer, except as respects the Subject Property.

Nothing contained in this Consent, Approval and Subordination is intended to release any Party or Agency from its obligations contained under the REA. All initial capitalized terms used herein and not defined herein shall have the meanings as defined in the REA.

IN WITNESS WHEREOF, this Consent, Approval and Subordination has been executed as of the date first above written for the REA and shall be effective as of the date of recordation of the REA.

Sylvan S. Shulman

Michael Shulman

Linda Schrobilgen

Morrie Matcha, as Trustee
under the Matcha Family
Trust dated July 27, 1988

State of California)
)ss.
County of Orange)

On July 10, 1992 before me, a notary public, personally appeared Morrie Matcha, personally known to me (or 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.

WITNESS my hand and official seal.

Debbie A. Conrad
Signature

(Seal)

OFFICIAL SEAL
DEBBIE A. CONRAD
NOTARY PUBLIC- CALIFORNIA
ORANGE COUNTY
MY COMMISSION EXP. AUG. 18,1992

CONSENT, APPROVAL AND SUBORDINATION OF BENEFICIARY WITH RESPECT TO BROADWAY TRACT

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation ("Lender"), is the beneficiary under that certain Deed of Trust and Assignment of Rents which was recorded on August 31, 1987 as Instrument No. 87-1401878, in the Official Records of the County Recorder of Los Angeles County, California ("Deed of Trust"). Lender for itself and its successors and assigns of its interest under the Deed of Trust, agrees as follows:

(a) Lender, in its capacity as beneficiary, hereby consents to and approves the terms, covenants, and provisions of the Third Amendment to and Restatement of Construction, Operation, and Reciprocal Easement Agreement dated as of _____, 1992, by and among CenterMark Properties of West Covina, Inc., Carter Hawley Hale Stores, Inc., Bullock's Properties Corp., J.C. Penney Properties, Inc., The May Department Stores Company, and the Redevelopment Agency of the City of West Covina, recorded on _____ as Instrument No. _____ in the Official Records of the County Recorder of Los Angeles County, California (the "REA"), including, without limitation, the easements affecting the Broadway Tract created under the REA; provided, however, that Lender shall not be deemed to have consented to or approved any subsequent amendment to the REA unless it shall have expressly approved such amendment in writing, which approval shall not be unreasonably withheld or delayed.

(b) Lender's interest under the Deed of Trust, and the Deed of Trust itself, is hereby made subject and subordinate to all of the terms, covenants, and provisions of (i) the REA, including, without limitation, the easements granted thereunder, and (ii) each of the respective Separate Agreements executed in connection with the REA.

Nothing contained in this Consent, Approval and Subordination is intended to release any Party or Agency from its obligations contained under the REA. All initial capitalized terms used herein and not defined herein shall have the meanings as defined in the REA.

IN WITNESS WHEREOF, this Consent, Approval and Subordination has been executed as of the date first above written for the REA and shall be effective as of the date of recordation of the REA.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA
a New Jersey corporation

By: _____
Its: VICE PRESIDENT

By: _____
Its: Assistant Secretary

State of California)
)ss.
County of Los Angeles)

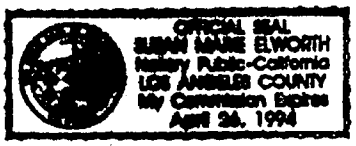
On September 24, 1992 before me, a notary public, personally appeared Lisa Sanchez and David E. Uber,

personally known to me (~~or 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.

WITNESS my hand and official seal.

Susan M. Elsworth
Signature

(Seal)



04° 09' 37" WEST, 272.13 FEET; THENCE SOUTH 41° 07' 53" WEST 243.03 FEET; THENCE NORTH 48° 52' 07" WEST 91.00 FEET; THENCE NORTH 41° 07' 53" EAST, 170.54 FEET; THENCE NORTH 60°50'23" 8.04 FEET, THENCE NORTH 29°09'37" EAST 41.20 FEET, THENCE SOUTH 60°50'23" EAST 5.71 FEET; THENCE NORTH 4° 09' 37" EAST 236.99 FEET; THENCE SOUTH 85° 50' 23" EAST 101.00 FEET TO THE TRUE POINT OF BEGINNING.

AGENCY TRACT E-9

BEING PORTIONS OF LOTS 167, 168 AND CALIFORNIA AVENUE AS ESTABLISHED BY E.J. BALDWIN'S FOURTH SUBDIVISION, IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP MAP RECORDED IN BOOK 8, PAGE 186 OF MAPS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF CALIFORNIA AVENUE AND WEST COVINA PARKWAY PER RECORD OF SURVEY RECORDED IN BOOK 88, PAGES 40 THROUGH 42 OF RECORDS OF SURVEYS, IN LOS ANGELES COUNTY, CALIFORNIA; THENCE NORTH 41° 13' 00" EAST ALONG THE CENTERLINE OF CALIFORNIA AVENUE A DISTANCE OF 23.04 FEET; THENCE NORTH 48° 47' 00" WEST, 36.00 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 41° 13' 00" EAST, 272.83 FEET; THENCE SOUTH 89° 34' 19" EAST, 78.72 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 378.50 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 31' 46" AN ARC LENGTH OF 16.71 FEET TO A POINT ON A NON-TANGENT LINE, A RADIAL FROM LAST SAID POINT BEARS NORTH 02° 06' 05" WEST; THENCE SOUTH 41° 13' 00" WEST ALONG SAID NON-TANGENT LINE A DISTANCE OF 118.34 FEET; THENCE SOUTH 48° 45' 19" EAST 304.00 FEET; THENCE SOUTH 41° 13 00 WEST, 3.52 FEET; THENCE NORTH 68° 55' 14" WEST, 25.97 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1115.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 37' 04" AN ARC LENGTH OF 323.39 FEET; THENCE NORTH 85° 32' 18" WEST, 70.15 FEET; THENCE NORTH 85° 31' 35" WEST, 15.06 FEET TO THE **TRUE POINT OF BEGINNING.**

11/20/92 1:39 PM

AGENCY TRACT E-10

BEING A PORTION OF LOT 156 OF E.J. BALDWIN'S FOURTH SUBDIVISION, IN THE CITY OF WEST COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 186 OF MAPS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF CALIFORNIA AVENUE AND WEST COVINA PARKWAY, PER RECORDS OF SURVEY AS RECORDED IN BOOK 88, PAGES 40 THROUGH 42 OF RECORD OF SURVEYS, IN LOS ANGELES COUNTY, CALIFORNIA; THENCE NORTH 41° 13' 00" EAST ALONG THE CENTERLINE OF CALIFORNIA AVENUE, A DISTANCE OF 307.34 FEET; THENCE NORTH 48° 47' 00" WEST 253.69 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 48° 54' 18" WEST, 150.00 FEET; THENCE NORTH 41° 13' 00" EAST, 53.62 FEET; THENCE SOUTH 89° 20' 05" EAST 178.18 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 185.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06° 15' 37" AN ARC LENGTH OF 20.21 FEET TO A NON-TANGENT LINE BEARING SOUTH 41° 13' 00" WEST; THENCE SOUTH 41° 13' 00" WEST ALONG SAID LINE A DISTANCE OF 183.10 FEET TO THE **TRUE POINT OF BEGINNING.**

11/20/92 1:47 PM

ADJACENT TRACT

That portion of Lot 143 of E. J. Baldwin's 4th subdivision of part of Rancho LaPuente, in the City of West Covina, in the County of Los Angeles, State of California, as shown on map recorded in Book 8, page 186 of Maps, in the office of the County Recorder of said County, bounded by the following described lines:

Beginning at the most Easterly corner of said Lot 143; thence North 48°46'34" West, along the Northeasterly line of said Lot 143, 386.06 feet; thence South 0°25'10" West, 133.80 feet to the True Point of Beginning; thence continuing South 0°25'10" West, 156.99 feet to a point on the Northerly line of West Covina Parkway (80 feet wide); said last mentioned line being a non-tangent curve concave Southerly with a radius of 4645.00 feet, a radial line to said point bears North 01°03'48" West; thence Westerly along said last mentioned curve through a central angle of 01°27'13", an arc distance of 117.85 feet; thence North 0°25'10" East, 120.19 feet; thence South 85°34'50" East, 58.75 feet; thence North 0°25'10" East, 41.34 feet; thence South 89°34'50" East, 59.00 feet to the True Point of Beginning.

EXCEPTING THEREFROM that portion lying Southerly of a line that is 2.50 feet Northerly and concentric with the Northerly line of West Covina Parkway, having a radius of 4645' and its continuations, as per deed recorded as Document No. 3788 in Book D1681, page 12 of Official Records and subject to easements of record.

PENNEY LOADING DOCK EASEMENT

That portion of Lots 143, 144 and 155 of E. J. Baldwin's 4th subdivision of part of Rancho La Puente, in the City of West Covina, in the County of Los Angeles, State of California, as shown on map recorded in Book 8, Page 186 of Maps, in the office of the County Recorder of said County, bounded by the following described lines:

Beginning at the most southerly corner of said Lot 144; thence North 48° 46' 34" West, 386.06 feet; thence North 0° 25' 10" East, 195.68 feet; thence South 89° 34' 50" East, 231.15 feet; thence North 64° 46' 43" East, 55.46 feet; thence South 89° 34' 50" East 98.00 feet; thence North 0° 25' 10" East, 61.00 feet; thence South 89° 34' 50" East, 348.00 feet; thence South 0° 25' 10" West, 61.00 feet; thence South 89° 34' 50" East, 15.00 feet; thence South 0° 25' 10" West, 184.00 feet; thence North 89° 34' 50" West, 378.00 feet; thence North 0° 25' 10" East, 125.00 feet to the True Point of Beginning; thence North 89° 34' 50" West, 83.00 feet; thence South 0° 25' 10" West, 2.81 feet; thence South 89° 34' 50" East, 83 feet; thence North 0° 25' 10" East 2.81 feet to the True Point of Beginning.

"ENCUMBERED PORTION" - DEVELOPER TRACT

The real property described as:

Developer Tracts A-2 through A-13, inclusive.

"REMAINING PORTION" - DEVELOPER TRACT

The real property described as:

Developer Tract A-1

BUILDING HEIGHTS

The heights of buildings within the Shopping Center Site shall not exceed those specified below. Said heights shall be measured, in the case of buildings adjacent to the Enclosed Mall, from the finish elevation of the Enclosed Mall, and in the case of other buildings, from the average finish grade adjacent thereto. Such measurements shall include the highest points of such buildings, including without limitation any mechanical equipment necessary for the Operation of a Store.

DEVELOPER MALL STORES	42 feet
DEVELOPER NON-MALL STORES	30 feet (40 feet for architectural or design features)
BROADWAY MAIN STORE	80 feet
BROADWAY OUTBUILDINGS	30 feet
BULLOCK'S STORE	60 feet
PENNEY MAIN STORE	60 feet
PENNEY OUTBUILDING	30 feet
MAY STORE	60 feet (65 feet for architecural or design features)

SIGN CRITERIA

These criteria have been established for the purpose of assuring an outstanding Shopping Center, and for the mutual benefit of all Occupants. Conformity will be strictly enforced, and any nonconforming or unapproved signs must be brought into conformity at the expense of the Occupant.

Developer is to administer and interpret the criteria, but is not empowered to authorize any departure without written approval of the Parties.

A. General Requirements

1. Each Occupant shall submit or cause to be submitted to Developer for approval before fabrication one sepia and one print of detailed drawings covering the location, size, layout, design and color of the proposed sign, including all lettering and/or graphics.

2. No signs shall be permitted on the exterior of the Developer Mall Stores, except for Occupants having store entries on such exterior, and the Penney sign described in Section 2.7 of the REA, unless approved by the Parties.

3. All permits for signs and their installation shall be obtained by each respective Occupant or its representative.

4. Occupants shall be responsible for the fulfillment of all requirements and specifications.

B. Design Requirements

1. Signs shall be permitted only within the sign areas as designed by the Project Architect and as shown on the approved improvement plans.

2. The horizontal dimension of signs shall not exceed two-thirds (2/3) of the width of store frontage.

3. The total sign area (rectangle enclosing each group of letters, symbols or logos) shall not exceed ten percent (10%) of the area of the store front, and shall be located at least twenty-four (24) inches from the lease line on each side.

4. While it is desired that Occupants present to the public their typical sign image, signs which do not conform to the dimensions and location described in Paragraph B-2 above must be submitted to the Parties for approval.

5. No signs perpendicular to the face of a building shall be permitted unless uniformly established by the Project Architect, and as shown on the approved improvement plans.

6. No signs of any sort shall be permitted on canopy roofs or building roofs.

7. Wording of signs shall not include the product sold except as a part of an Occupant's trade name or insignia.

8. No sign, or any portion thereof, may project above the parapet or top of the wall upon which it is mounted.

9. All storefront signs within the Enclosed Mall shall be illuminated internally.

C. General Specifications

1. Painted lettering will not be permitted, except as specified under Paragraph D-2 below.

2. Flashing, moving or audible signs will not be permitted.

3. Pylon or pole signs will not be permitted, except for the sign at the I-10 Freeway identifying the Shopping Center.

4. All electrical signs shall bear the UL label, and their installation must comply with all local building and electrical codes.

5. No exposed conduit, tubing or raceways will be permitted.

6. All neon tubing shall utilize P-K housings.

7. All conductors, transformers and other equipment shall be concealed.

8. Electrical service to all signs shall be on the Occupant's meter and shall not be part of Common Area construction or Operation costs.

9. All signs, bolts, fastening and clips shall be of hot dipped galvanized iron, stainless steel, aluminum, brass or bronze, and no black iron materials of any type will be permitted.

10. All exterior letters or signs exposed to the weather shall be mounted at least three-quarter (3/4) inches from the building wall to permit proper dirt and water drainage.

11. Location of all openings for conduit and sleeves in sign panels of building walls shall be indicated by the sign contractor on drawings submitted to Developer. The Occupant's sign contractor shall install same in accordance with the approved drawings.

12. No signmaker's labels or other identification will be permitted on the exposed surface of signs, except those required by local ordinance, which latter shall be in an inconspicuous location.

13. Except within the Enclosed Mall, all penetrations of the building structure required for sign installation shall be neatly sealed in a watertight condition.

14. Each contractor shall repair any damage caused by its work.

15. Each Occupant shall be fully responsible for the operations of its sign contractors.

D. Miscellaneous Requirements

1. Each Occupant will be permitted to place upon each entrance of its demised premises not more than one hundred forty-four (144) square inches of gold leaf or decal application lettering, not to exceed two (2) inches in height, indicating hours of business, emergency telephone numbers, etc.

2. Each Occupant which has a non-customer door for receiving merchandise may have uniformly applied on said door in a location designated by Developer, in two (2) inch high block letters, the Occupant's name and address. Where more than one Occupant uses the same

door, each name and address shall be applied. Colors of letters will be as selected by Developer.

3. Each Occupant may install on its storefront, if required by the U.S. Postal Service, the numbers only for the street address in exact location designated by Developer. Size, type and color of numbers shall be as designated by Developer.

4. Floor signs, such as inserts into terrazo, etc. shall be permitted in storefronts within an Occupant's lease line, if approved by Developer.

E. Majors

1. The provisions of this Exhibit D, except as otherwise expressly provided in this Paragraph E.1, shall not be applicable to the identification signs of Broadway, Bullock's, Penney or May, it being understood and agreed that the Majors may have their usual identification signs on their Stores, as the same exist on similar buildings operated by them in Southern California from time to time, including Enclosed Mall entrance signs, which may be similar to those of such Majors in other enclosed mall shopping centers in Southern California, or such other signs as the Majors, respectively, may desire to erect in their respective Courts, subject to the reasonable approval of the other Parties as to the location and size of such identification signs only; provided that there shall be no roof top signs, or signs which are flashing, moving or audible. With respect to the Outbuildings, the provisions of Sections B-5, B-6, B-8, C-1 through C-8, inclusive, and C-12 of this Exhibit D shall be applicable. With respect to any signs of the Majors in their respective

Courts, the provisions of Paragraph C of this Exhibit D shall be applicable.

RULES AND REGULATIONS

A. Common Area

1. The surface of the Automobile Parking Area and sidewalks shall be maintained level, smooth and evenly covered with the type of surfacing material originally installed thereon, or such substitute therefor as shall be in all respects equal thereto in quality, appearance and durability.

2. All papers, debris, filth and refuse shall be removed from the Center, and paved areas shall be washed or thoroughly swept as required. All sweeping shall be at intervals before the Stores shall be open for business to the public, using motor driven parking lot vacuum cleaning vehicles where feasible.

3. All trash and rubbish containers located in the Common Area for the use of Permittees shall be emptied daily and shall be washed at intervals sufficient to maintain the same in a clean condition.

4. All landscaping shall be properly maintained, including removal of dead plants, weeds and foreign matter and such replanting and replacement as the occasion may require.

5. All hard-surfaced markings shall be inspected at regular intervals and promptly repainted as the same shall become unsightly or indistinct from wear and tear, or other cause.

6. All sewer catch basins shall be cleaned on a schedule sufficient to maintain all sewer lines in a free-flowing condition and all mechanical equipment related

to storm and sanitary sewer facilities shall be regularly inspected and kept in proper working order.

7. All asphalt paving shall be inspected at regular intervals and maintained in a first class condition.

8. All stairways shall be (a) swept and washed at intervals sufficient to maintain the same in a clean condition; (b) inspected at regular intervals and (c) promptly repaired upon the occurrence of any irregularities or worn portions thereof.

9. All glass, including skylights, plate glass and/or glass-enclosed devices shall be cleaned at intervals sufficient to maintain the same in a clean condition.

10. All surface utility facilities servicing the Common Area, including without limitation hose bibbs, standpipes, sprinklers and domestic water lines, shall be inspected at regular intervals and promptly repaired or replaced, as the occasion may require, upon the occurrence of any defect or malfunctioning.

11. All Common Area amenities, benches, and institutional, directional, traffic and other signs shall be inspected at regular intervals, maintained in a clean and attractive surface condition and promptly repaired or replaced upon the occurrence of any defects or irregularities thereto.

12. All lamps shall be inspected at regular intervals and all lamps shall be promptly replaced when no longer properly functioning.

13. The improvements on and to the Common Area shall be repaired or replaced with materials, apparatus and

facilities of quality at least equal to the quality of the materials, apparatus and facilities repaired or replaced.

14. The Common Area shall be illuminated during such hours of darkness as are specified in Section 9.6 of the REA.

15. All Parties shall use their best efforts to arrange with local police authorities to (a) patrol the Common Area at regular intervals, and (b) supervise traffic direction at entrances and exits to the Shopping Center Site during such hours and periods as traffic conditions would reasonably require such supervision.

16. The Parties shall use their best efforts to require their respective Permittees to comply with all regulations with respect to the Common Area, including, but not by way of limitation, posted speed limits, directional markings and parking stall markings.

17. With respect to all mechanical and electrical facilities and systems serving the Enclosed Mall, including but not by way of limitation the lighting facilities, vertical transportation facilities, ventilating and cooling systems and electronically actuated or manually operated doors, Developer shall (a) inspect the same at regular intervals, (b) promptly repair the same upon the occurrence of any failure, defect or malfunctioning, and (c) as respects the said ventilating and cooling systems, maintain the same so as to comply with the performance specifications approved concurrently herewith.

18. The ventilating and cooling systems for the Enclosed Mall shall be operated in accordance with Section 19.1(i) of the REA.

19. All surfaces of the Enclosed Mall which are painted or otherwise finished shall be cleaned at regular intervals, and repainted or otherwise refinished at least once during every five-year period, and the ceiling of the Enclosed Mall shall be regularly cleaned, and painted or repainted, as necessary, giving particular attention to the areas surrounding the diffusers.

20. All of the Common Area shall be maintained free from any obstructions not required, including the prohibition of the sale or display of merchandise outside the exterior walls of buildings within the Shopping Center.

B. Floor Area

1. The Occupants shall have their window displays, exterior signs and exterior advertising displays adequately illuminated continuously during such hours as any Major shall illuminate its window displays, exterior signs or exterior advertising displays.

2. All Floor Area, including vestibules, entrances and returns, doors, fixtures, windows and plate glass shall be maintained in a safe, neat and clean condition.

3. All trash, refuse and waste materials shall be regularly removed from the premises of each Occupant of the Shopping Center, and until removal shall be stored (a) in adequate containers, which such containers shall be located so as not to be visible to the general public shopping in the Shopping Center, and (b) so as not to constitute any health or fire hazard or nuisance to any Occupant.

4. No portion of the Shopping Center shall be used for lodging purposes.

5. Subject to Section 8.5 of the REA, neither sidewalks nor walkways shall be used to display, store or place any merchandise, equipment or devices.

6. No advertising medium shall be utilized which can be heard or experienced outside of the Floor Area, including, without limiting the generality of the foregoing, flashing lights, searchlights, loud speakers, phonographs, radios or television.

7. No use shall be made of the Shopping Center or any portion or portions thereof which would (a) violate any law, ordinance or regulation, (b) constitute a nuisance, (c) constitute a hazardous use, or (d) violate, suspend or void any policy or policies of insurance on the Stores.

8. Developer shall use its best efforts to require Occupants of the Developer Tract to cause all trucks servicing the retail facilities of Developer Tract to load and unload prior to the hours that the Shopping Center is open for business to the general public.

C. Conduct of Persons

The Parties do hereby establish the following rules and regulations for the use of roadways, walkways, malls, Automobile Parking Areas and other common facilities provided for the use of Permittees:

1. No Person shall use any roadway, walkway or mall, except as a means of egress from or egress to any Floor Area and Automobile Parking Areas within the Shopping Center, or adjacent public streets. Such use shall be in an orderly manner, in accordance with the directional or other signs or guides. Roadways shall not be

used at a speed in excess of twenty (20) miles per hour and shall not be used for parking or stopping, except for the immediate loading or unloading of passengers. No walkway or mall shall be used for other than pedestrian travel.

2. No Person shall use any Automobile Parking Areas except for the parking of motor vehicles during the period of time such Person or the occupants of such vehicle are customers or business invitees of the retail establishments within the Shopping Center. All motor vehicles shall be parked in an orderly manner within the painted lines defining the individual parking places. During peak periods of business activity, limitations may be imposed as to the length of time for parking use. Such limitations may be made in specified areas, with the approval of the Parties, which approval shall be in the sole and absolute discretion of the Parties. The Parties acknowledge that there are approximately 32 parking spaces adjacent to Non-Mall Store No. 4 which are designated for short-term parking.

3. No Person shall use any utility area, truck court or other area reserved for use in connection with the conduct of business, except for the specific purpose for which permission to use such area is given.

4. No employee of any business in the Shopping Center shall use any area for motor vehicle parking, except the area or areas specifically designated for employee parking for the particular period of time such use is to be made. No employer shall designate any area for employee parking, except such area or areas as are designated in writing by Developer and the Majors.

5. No Person without the written consent of Developer and the Majors shall in or on any part of the Common Area:

(a) Vend, peddle or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet or other matter whatsoever.

(b) Exhibit any sign, placard, banner, notice or other written material.

(c) Distribute any circular, booklet, handbill, placard or other material.

(d) Solicit membership in any organization, group or association or contribution for any purpose.

(e) Parade, rally, patrol, picket, demonstrate or engage in any conduct that might tend to interfere with or impede the use of any of the Common Area by any Permittee, create a disturbance, attract attention or harass, annoy, disparage or be detrimental to the interest of any of the retail establishments within the Shopping Center.

(f) Use any Common Area for any purpose when none of the retail establishments within the Shopping Center is open for business or employment.

(g) Throw, discard or deposit any paper, glass or extraneous matter of any kind, except in designated receptacles, or create litter or hazards of any kind.

(h) Use any sound making device of any kind or create or produce in any manner noise or sound that is annoying, unpleasant, or distasteful to Occupants or Permittees.

(i) Deface, damage or demolish any sign, light standard or fixture, landscaping material or other improvement within the Shopping Center, or the property of customers, business invitees or employees situated with the Shopping Center.

The listing of specific items as being prohibited is not intended to be exclusive, but to indicate in general the manner in which the right to use the Common Area solely as a means of access and convenience in shopping at the retail establishments in the Shopping Center is limited and controlled by the Parties.

Any Party shall have the right to remove or exclude from or to restrain (or take legal action to do so) any unauthorized person from, or from coming upon, the Shopping Center or any portion thereof, and prohibit, abate and recover damages arising from any unauthorized act, whether or not such act is in express violation of the prohibitions listed above. In so acting, such Party is not the agent of other Parties or Occupants of the Shopping Center, unless expressly authorized or directed to do so by such Party or Occupant in writing.